

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**



BID DOCUMENT

e – Procurement Notice No.: SE-CHWD- 01 /2026-27

BID IDENTIFICATION NO.: e-CHWD - 01/2026-27

NAME OF THE WORK.

**Construction of Anganwadi center for R&R.
colony Bidyadharpur of Chheligada Irr. Project.**

This e –Procurement Bid Document contains 99 Pages.

*Superintending Engineer
Chheligada Head Works Division
Mahendragada*

PARTICULARS OF TENDER

1. NAME OF WORK : **Construction of Anganwadi center for R&R. colony Bidyadharpur of Chheligada Irr. Project.**
2. Estimated Cost put to Tender. : Rs 13.61 Lakhs
3. E.M.D. : Rs. 13,700/-
4. Period of completion : 06 (Six) month.
5. Class of Contractor : 'D' & 'C' Class only (Orissa P.W.D. or equivalent class of other licensing authority)
6. Cost of participation in on line Bid : Rs. 6,000/- (Non-refundable) for Bid Documents.
7. Availability of Bid document for on line bidding : From 03.08.2026, 11.00 A.M. to 14.08.2026, 5.00 P.M.
8. Clarification regarding bidding online : From 03.08.2026 to 14.08.2026 during office hours.
9. Date of opening of Bid document. : On 17.08.2026 at 11.30 A.M. in the Office of the Superintending Engineer, Chheligada Head works Division, Mahendragada, Ganjam.

**Superintending Engineer
Chheligada Head Works Division
Mahendragada**

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SECTION – 1

NOTICE INVITING TENDER (N.I.T.)

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
Office of the Superintending Engineer, Chheligada Head Works Division,
At/PO: -Mahendragada, Via: -Chandragiri, Dist.: -Gajapati, Pin - 761017
e-mail: eechwd@gmail.com

INVITATION FOR BIDS

e-Procurement Notice No. SE-CHWD-01/2026-27

1. The Superintending Engineer, Chheligada Head works Division, Mahendragada on behalf of Hon'ble Governor of Odisha invites **percentage rate** tenders in single cover system through e-procurement for execution of the following works. The bids should be submitted by eligible class of contractors through on-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment with own digital signature certificate. The registered bidders outside of Odisha can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month of acceptance of bid. The bidders may submit **online bids** for any or all of the following works.

Sl No.	Bid Id. No.	Name of Work	Approx. Value of Work (Rs. in Lakhs)	E.M.D. Required (Rs.)	Cost of Document (Online) (Rs.)	Period of completion	Class of Contractor
1	2	3	4	5	6	7	8
1	e-CHWD-01/2026-27	Construction of Anganwadi center for R&R colony Bidyadharpur of Chheligada Irr. Project	13.61	13700/-	6000/-	Six Months	'D' & 'C'
2	e-CHWD-02/2026-27	Construction of Anganwadi center for R&R colony Chakundapalli of Chheligada Irr. Project	13.43	13500/-	6000/-	Six Months	'D' & 'C'
3	e-CHWD-03/2026-27	Construction of Anganwadi center for R&R colony Balipata of Chheligada Irr. Project	13.38	13500/-	6000/-	Six Months	'D' & 'C'
4	e-CHWD-04/2026-27	Construction of Anganwadi center for R&R colony Babulibandha of Chheligada Irr. Project	13.38	13400/-	6000/-	Six Months	'D' & 'C'

2. Bids must be accompanied by Bid Security/E.M.D. of the amount specified for the work in Col. 5 of the above table online as per e-procurement guidelines. The confirmation copy of online deposit of Bid Security / E.M.D. should be up loaded at the time of submission of bid. Submission of multiple Tenders against a work by an agency is liable to be rejected.
3. The Bidder shall transfer online the Earnest Money Deposit/Bid Security of the amount specified for the work in the Column-5 of above table as part of its bid through a process as mentioned under DTCN.

4. Procurement Details: -				
Procurement officer	Availability of Bid On-line	Submission of Bid On-line	Period for seeking tender clarification	Date & time of opening of tender
				Technical Bid & Financial Bid
Superintending Engineer Chheligada Head Works Division Mahendragada	From 03.08.2026 , 11.00 A.M. to 14.08.2026 , 5.00 P.M.	From 03.08.2026 , 11.00 A.M. to 14.08.2026 , 5.00 P.M.	From 03.08.2026 , 11.00 A.M. to 14.08.2026 , 5.00 P.M.	17.08.2026 At 11.30 A.M

5. Bid document consisting of qualification, information and eligibility criteria of bidders, plans and specification and schedule of quantities of the works are available in website www.tendersodisha.gov.in and, the set of terms and conditions of contract and other necessary documents can be seen in the website till last date of online bidding for the works.
6. The bids for the work for a qualified Bidder shall remain open for acceptance for a period of 90 days from last date of receipt of bids. If any Bidder/Tenderer withdraw his Bid / tender before the said period or makes any modification in the terms and condition of the bid, the Earnest Money Deposit (EMD) deposited at the time of submission of tender shall stand forfeited.
7. Engineers of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government are not allowed to work as a contractor for a period of two years after his retirement from Government service, without Government permission.
8. Bids must be accompanied with scanned copies of **Valid Registered License of contractor, GSTIN Registration Number, PAN Card, E.M.D & Affidavit** failing which the bid will be rejected. Bidders registered as "Engineer Contractors" for participating in bid shall have to upload an Affidavit for not having availed this facility in three works during the year **2026-27**. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for award of the work, at the time of verification of documents. Bidders registered as **S.C& S.T Contractors** desiring to avail concession(s) / price preference as per prevailing rules should apply for the same in writing in shape of Affidavit and upload necessary document and affidavit in support of their claim along with their bid, failing which their case will not be considered for availing concessions/price preference as per the above rule. No claim in this regard after opening of the bid will be entertained. **The Bidder should mention his/her present Postal Address, e-Mail ID and Mobile Number in the Affidavit submitted along with the tender.**
9. In pursuance to the Govt. of Odisha Works Dept. **Office Memorandum No. 173 dt: 03.01.2026** Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, 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 Additional Performance Security (APS) shall be furnished in shape of National Saving certificate / Post office savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee pledged in favour of **Superintending Engineer, Chheligada Head Works Division, Mahendragada, Dist.-Gajapati** from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/e-Bank Guarantee executed on **National e-Governance Services Limited (NeSL) Digital Document Execution Portal/ Insurance surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI) and such instruments shall be accepted towards Earnest Money Deposit (EMD), Initial Security Deposit (ISD)/ any other security deposit from the contractor or supplier** within 7 days of issue of letter of acceptance (LoA) by the Divisional Officer (By e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder. If the APS is submitted in shape of Bank Guarantee by the bidder, then the validity of the Bank Guarantee should be for a minimum period equal to the period allowed for completion of the work.

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

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

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

10. The bidders are required to upload the documents such as (i) Valid original Contractor's Registration Certificate (CDMS), (ii) GST Registration Certificate, (iii) Original affidavit regarding authenticity of documents, (iv) No relation certificate, (v) PAN Card, (vi) Online transmission of EMD/ Security Deposit (Vii) All other required documents along with the technical bid, otherwise his / her bid shall be declared as non-responsive and shall be rejected. The lowest successful bidder only is required to produce documents viz Original Contractors Registration Certificate, GST Registration Certificate, Original affidavit regarding authenticity of documents, No relation Certificate, PAN card after opening of Financial Bid for verification purpose within 5 (five) days from the date of opening of the tender (price bid) or from the date of lottery if lottery has been held. The Authority reserves all the right to verify the Authenticity of documents in case of doubt or complain.
11. Bids received online shall be opened at **11.30 A.M** on **17.08.2026** in the Office of the **Superintending Engineer, Chheligada Head Works Division, Mahendragada, Dist.-Gajapati, (Odisha)** in the presence of the bidders who wish to attend. Bidders who participated in the bid can also witness the opening of the bids after logging on to the site through their DSC. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

12. The bidders should ensure clarity / legibility of the documents uploaded by them to the portal. Non-submission of legible documents may render the bid non-responsive. **Further, the bidders are requested to mention their e-mail ID & mobile phone no. in the Affidavit for correspondence.**
13. As per Office Memorandum No.16 dt.01.01.2015 of Work Department Government of Odisha, when in response to a notice calling for tenders, only a single tender is received in the first instance, the tender will be cancelled without opening of the bid and fresh tender will be invited publicly. If single tender is received, even after retendering, then the approval of the next higher authority shall be obtained, if the tender is in order and acceptable. As settled by the Hon'ble Odisha High Court in their Judgment passed on 09.05.2017 in WP(C) No.22315 of 2016 in case of M/S Debabrata Samal-Vs.-State of Odisha, the works department O.M No-16 dt.01.01.2015 implies that single received in the first call shall be cancelled without opening of bid and in case when more than one tender have been received in the first call and only a single tender is found to be responsive, the same is also liable to be cancelled due to lack of competitive price bidding.
14. Government of Odisha has mandated online registration of all categories of contractors in **CDMS portal** (www.cdmsodisha.gov.in) vide O.M. No. 12934 dt.23.08.2018 of Works Department. As per the codal provision vide clause No. 12.4 of Appendix IX (A) of O.P.W.D. code Vol. (II) all classes of contractors are requested to register themselves in **CDMS Portal**. Tender Inviting Authority will not accept any tender if contractors shall **not registered under** CDMS portal & their tenders will be rejected.
15. The addendum/Corrigendum/ Notices or any other information if any will be hoisted in the State e-Procurement Portal i.e. www.tendersodisha.gov.in only.
16. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers as per works Department letter No. 4985/WE dated 28.03.2007.
17. **Authority reserves the right to reject / cancel any or all the tenders without assigning any reasons thereof.**
18. Other details can be seen in the bidding documents, which is available in web-site **www.tendersodisha.gov.in**

Superintending Engineer
Chheligada Head Works Division
Mahendragada

SECTION – 2

DETAILED TENDER CALL NOTICE

**Office of the Superintending Engineer,
Chheligada Head works Division, Mahendragada.**

DETAILED TENDER CALL NOTICE

1. The Superintending Engineer, Chheligada Head works Division, Mahendragada invites **on-line percentage rate** tender for the work “**Construction of Anganwadi center for R&R colony Bidyadharpur of Chheligada Irr. Project.**” through website in the prescribed form in single cover, to be eventually drawn in P.W.D. Form No.P-1 from the Registered contractor of ‘C’ & ‘D’ class only and equivalent registered under Water Resources, Works and other Departments of Govt. of Odisha, C.P.W.D., Railway or Military Engineering Services, Air and Naval or other State Govt., Govt. of India, Central Govt. undertakings are also eligible to tender for the work. This invitation for Bids is open to eligible bidders and to bidders who are registered in the portal. Successful Bidders registered under other state Govt. / CPWD / MES / Railway, Air & Naval has to register under State PWD before signing of the Agreement.

2. The bidders are to bear all costs associated with preparation and submission of bids. Download and submission of Bids can be made in e-Procurement portal from **03.08.2026, 11.00AM to 14.08.2026, up to 17.00 Hours**, the cost of bid being **Rs.6,000.00**. Documents to be furnished by the bidder in compliance to the requirement as per DTCN & IIT will be prepared by him & furnished. The bidders shall prepare the documents & up load the scanned document to the portal in appropriate place. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

3. The value of the work tendered for is **Rs. 13.61 lakhs**

4. Bids are to be submitted **online**.

5. No Bidder will be permitted to furnish his bid in his own manuscript.

6. The bidder shall transfer the bid security (Earnest Money Deposit) @ 1% of the amount put to Bid i.e. **Rs.13,700.00**, by online as mentioned in the Tender Details through payment gateway of designated banks and in no other form. A bidder shall make electronic payment using his/her internet banking enabled account with designated banks. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks. For submission of bids through e-procurement portal, the bidder shall scan all the written pages of the Contractor's License (CDMS R.C.), PAN Card, GSTIN Clearance Certificate, Labour license, Affidavit regarding authentication of documents & No Relation Certificate etc. and upload to the system in designated place.

N.B. a) No Cheque / Bank draft/ Cash Payment will be accepted as E.M.D.

b) Adjustment of E.M.D. submitted previously with other bids shall not to be entertained.

7. Bidders registered as “Engineer Contractors” desirous to avail exemption of E.M.D. for participating in bid shall have to upload an Affidavit for not having availed this facility in three works during the current financial year and produce the original Affidavit before drawl of agreement. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for recording the

fact of availing exemption of E.M.D. for award of the work. Bidders registered as **S.C. & S.T. Contractors** desiring to avail concession(s)/ price preference as per prevailing rules should apply for the same in writing in shape of Affidavit and upload necessary document and affidavit in support of their claim along with their bid, failing which their case will not be considered for availing price preference as per the above rule. No claim in this regard after opening of the bid will be entertained.

8. The 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.

9. If a bidder submits more than one bid for a particular work through e- Procurement portal, the system shall consider only the last bid submitted through portal.

10. During submission of Bids through the e-Procurement Portal, 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 bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the documents may be ensured by taking out a sample printing. The bidders are only required to write the name of the work and authority who had issued the notice.

11. The bidder can seek clarification on the bids as per mentioned date to the deadline for submission of bids from the A.I.T. (Authority Inviting tender).

The A.I.T's response will be forwarded through the e-mail ID of the enquirer.

12. Deleted

13. Deleted

14. A bidder or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last three years having the contracted work as in-complete prior to the date of the bid, shall be disqualified. The information to this effect and the authentication of bid documents should be furnished in **Annexure-'E' & 'F'** in absence of which will be summarily rejected.

15. All charges towards quality control test will be borne by the bidder.

16. The work is to be completed in all respect within **06 (Six) months** from the date of issue of work order.

17. All bids received will remain valid for 3 months from the last date of receipt of bids and validity of bids can also be extended if agreed to by the bidder and the Department.

18. Bidder whose bid is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-charge.

19. The date of commencement of the work shall be as notified in work order.

20. The Plans, specifications and scope for the work can be seen from the Govt. website during the sale and received period of tender.

21. The bidder shall carefully study the tentative drawing and specification applicable to the contract and documents which will form as part of the agreement to be entered into by the accepted bidders. The detailed standard specifications for Odisha and other said relevant specification and drawings are available with the tender document or with the **Superintending Engineer, Chheligada Head works**

Division, Mahendragada. Complain at a future date that plans and specifications have not been seen by the bidders will not be entertained.

22. Every bidder is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and food stuff etc. In every case the materials must comply with the relevant specifications. The 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 bidder will be deemed to have satisfied himself that the Rates quoted by him in the bid will be adequate to complete the work according to the specifications and conditions attached to and that he has taken in to account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, lead, lifts, delifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. Complaints at future date that the availability of materials, labour or any other factor have been misjudged cannot be entertained. It should be understood clearly that no claim whatsoever will be entertained thereafter on the plea of non availability of proper quantity and quality of materials including food stuff or for any other.

23. Every bidder should quote a definite percentage rate for the work which will be included in the contract. Tenders containing indefinite terms such as estimated rates or schedules of rates will not be considered.

24. Sample of stone metal and chips etc to be used are to be collected and deposited quoting the name of quarry under dated initial of the bidder and A.E in charge in the office of the **Superintending Engineer, Quality Assurance Division, Mahendragada**, before procurement for testing and acceptance. The conveyance along with all testing charges will be borne by the contractor.

25. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.

26. An intelligent 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 percentage equal / excess / less in figure only at the appropriate locations. The total amounts in case of percentage rate tender 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.

27. During submission of Bids through the e-Procurement Portal, the bidder can upload the scanned copy of the documents in the designated locations of the Bid. Submission of document shall be effected by using DSC of appropriate class and thus shall be in encrypted form.

28. The bid may not, at the discretion of the competent authority, be considered unless accompanied by scanned attested true copies of income tax clearance certificate (I.T.CC), PAN card & GST Registration Certificate. The original certificates are also to be produced for verification as and when asked for, failing which the tender is liable for rejection.

29. The bids containing extraneous condition not covered by the tender call notice are liable for rejection and quotations should be strictly in accordance with the tender call notice, any change in the

wording will not be accepted. All the prescribed forms must be filled up in the proper order. Incomplete tender shall be summarily rejected.

30. During of submission of Bids through the e - procurement Portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation. During submission of Bids through the e-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

31. Items of work not covered by the bid shall be paid at the current schedule of rates of the state and those not covered by the said schedule rates will be paid, on actual analysis approved by the competent authorities.

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

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

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

35. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the bid may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate the contract rates. The contractor shall not be entitled for any compensation on this account, except extension of time where considered necessary.

36. Deleted.

37. Contractor shall bear all cost of various incidental charges, sundries, contingencies necessary for the work (Rent, Royalty and other charges of materials). GST on works contract as applicable at the time of payment shall be paid extra over the gross amount of R/A bill on production of GST invoice in accordance to Odisha Goods and Service Tax Act-2017.

38. The earnest money will be retained in the case of successful bidder and will be dealt with as per the terms and conditions of the O.P.W.D code and will not carry any interest. The earnest money of the unsuccessful bidder will be refunded on application after the bid is finally accepted.

39. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.

40. That for the purpose of jurisdiction in the event of any dispute if any the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the state of Odisha.

41. The bidder whose bid is selected for acceptance, shall within a period of seven days upon intimation being given to him of acceptance of his bid make an initial security deposit in the form of NSC and postal time Deposit, Pass Book, Kisan Vikas Patra and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign agreement in the P.W.D. Form No. F2 (Schedule XLV No.61)/ P1 for the fulfillment of the contract in the office of the **Superintending Engineer, Chheligada Head works Division, Mahendragada**. During submission of Bids through the e-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail The security deposit together with the earnest money and the amount with held according to the provision of F₂ /P1 agreement shall be retained as security for the due fulfillment of this contract. Failure to enter in to the required agreement and to deposit the security as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered in to between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be in-complete until the agreement has first been signed by the bidder and then by the proper officer authorized to enter into the contract on behalf of the Govt. The security will be refunded one year after completion of the work and payment of the final bill 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.

42. Under section 12 of contract labour (Regulation and Abolition Act. 1970) the contractor who undertakes execution of work through labour, should produce valid licence from licencing authority of labour department (Labour license).

43. The bidder shall be liable to fully indemnify the department of any compensation under workmen compensation Act VIII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

44. Bidders are required to abide by the fair wages clause as introduced by Govt, of Odisha and will not pay less than the fair wages fixed by Govt, to the labourers engaged by him for the work.

45. In case of any complaint by the labourers working about the nonpayment of his wages as per latest minimum wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default he may recover such amount from the contractor's dues and pay such amount to the labourer directly under intimation to the local labour officer to the govt. The decision of the Superintending Engineer is final and binding on the bidder.

46. The bidder will have to submit to the **Superintending Engineer, Chheligada Head works Division, Mahendragada** monthly return of labourer both skilled and unskilled employed by him on the work.

47. The bidder 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.

48. No compensation will be paid by the department for any damage caused by rain, flood, cyclone, tide or by any other natural calamities during the execution of the work.

49. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.

50. The bidders shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of works Housing and supply in their standing order No. 44150 dt.25.1.1957 which can be seen in the office of the undersigned **Superintending Engineer, Chheligada Head works Division, Mahendragada** on working day, during office hours.

51. The bidder 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, entry tax all other taxes, ferry tolls, conveyance charges and other cost on account of land and building & temporary electric connection to worksite as well as construction of coffer dam. construction of service road diversion road and its maintenance till completion of work required by the bidder for collection of materials, storage, housing of staff or other purpose of the work. No bidder 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 on production of GST compliant Invoice.

(b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.

(c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.

(d) Fees and duties levied by the 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 form accident.

(g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the workmen compensation Act.

(h) The bidder has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.

52. All preliminary works such as vats, mixing platforms etc. are to be done by the bidder at his own cost. No payment will be made for bench marks, level pillars, profiles, benching and leveling the ground where require. The rates to be quoted should before finishing items of work inclusive of carriage of all materials and incidental items of works.

53. After the work is finished all surplus materials, & derrises should be removed 100 mtrs clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates,

54. If any further necessary information is required, **Superintending Engineer, Chheligada Head works Division, Mahendragada** will furnish such, but it must be clearly understood that the tender must be received in order and according to instruction.

55. The work will be commenced after land acquisition, forest & environment clearance, if required. In case of delay in acquisition of land, forest & environment clearance, no compensation will be admissible but extension of time will be allowed.

56. The department will have the right to supply at any time in the interest of the work any departmental material to be used in the work in addition to those mentioned in clauseNo-54 and the contractor shall use such materials at the stock issue rate fixed by the Department or market rate whichever is higher.

57. Over and above this condition including the Technical specifications the terms, conditions, rules and regulations and specification laid down in Odisha detailed standard specification and OPWD code are also binding on the part of the contractor.

58. In case of submission of bids through e-Procurement portal, the bidder shall upload the scanned copy /copies of documents as required vide clauses of the DTCN & IIT. The on-line bidder shall have to produce the original documents in support of scanned copies before drawl of agreement.

59. No Relation Certificate

The bidder shall have to furnish a certificate along with the bid to the effect that he is not related to any officer in the rank of an Asst. Engineer and above in the state P. W.D. or Asst. Secy. and above in the W.R. Department. If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss of damage resulting from such cancellation. The proforma for no relation certificate is contained in a separate sheet of D.T.C.N in **Annexure-G'**

60. The bidder shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to taking up the work for execution.

61. The bidder is to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.

62. The bidder should arrange necessary tools and plants such as pumps, Road Rollers etc, required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the bidder.

63. In the event of delay in supply of design reasonable extension of time will be granted on the application of the bidder. But no claim for monetary compensation will be entertained under any circumstance.

64. Under no circumstance, Interest chargeable for the dues to any additional dues, if any payable for the work.

65. Conditional tenders will not be taken into consideration.

66. The EMD will be forfeited if the bidder backs out from offer before acceptance of the bid by the competent authority as concurred in by law Deptt. & Finance Deptt. in their UOR No. 848/L 31.5.97 & UOR No.202/WFD Dt.6.3.98 respectively. (Works Deptt. Memo No. 101/Clt.30.3.98) also the EMD will be forfeited. If the bidder fails to sign the agreement after acceptance and not willing to deposit the required ISD and additional performance security for the unbalance tender items, action will be taken as per the provisions in the DTCN.

67. Protection against flood: In case of flash and untimely floods in the river during the working season resulting in overtopping of coffer dam and flooding of the work area, the contractor shall make his own arrangement at his cost to shift the machineries, equipments, materials, labour and departmental machineries if hired by the contractor to a safe place. The work shall have to be resumed after resending of floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. The debris and other materials accumulated in the working area during flash floods or regular floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work may be considered by the department is beyond all reasonable attempts of the contractor to such eventualities.

The debris, and other materials accumulated in the working area during flash floods or regular floods in the monsoon 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 with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid for again. The contractor will have to re excavate the same at his own cost. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made against damages either during working season or during the flood season. The flood includes the high tides, cyclonic effects and saline ingress which should be clearly understood by the contractor and no extra payment for the damage, re-excavation etc. shall be paid in any circumstance. The department accepts no liability what -so-ever for any damage or loss of men, materials, machinery and work of hindrance caused to the progress of work. The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handling over of the entire work.

68. Dewatering from the foundation for bridges, culverts, building worksites etc and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

69. Requisite deduction towards income tax with Cess and surcharges is to be deducted from the contractor's bill & as amended from time to time.

70. (a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.

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

(c) Deduction of GST at source from each Running Account Bill for the work will be as prescribed by Odisha Goods & Service TAX-2017 or as 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.

(e) Income Tax and Surcharge at applicable rate shall be deducted at sources

(f) Royalties of materials shall be deducted from the quoted rate.

(g) The amount of royalties, additional charges to royalties, EMF @ 5% + DMF @ 10% of 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 with stipulation that the rates will not be less than the rates provided in the sanctioned estimate of the work.

71. 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.

72. As per Office Memorandum No.173/W, Dt. 03.01.2026 of Works Department, the Additional Performance Security (APS) shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. The additional performance security shall be treated as part of the performance security.
- f. 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.

Additional Performance Security (As per Memorandum No. 173/W Dated 03.01.2026) shall be furnished by the bidder when the bid amount is less than the estimated cost put to tender. Only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish Additional Performance Security (As per Memorandum No. 173/W Dated 03.01.2026) in shape of Term Deposit Receipt pledged in favour of Divisional Officer/ Bank Guarantee in favour of the Divisional officer i.e. **Superintending Engineer, Chheligada Head works Division, Mahendragada** from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of letter of acceptance (LOA) by the concerned Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled & the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder.

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

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

- (i) The phrase “ to abolish the extant provisions of threshold negative bid caps (14.99%) introduced “ in the first para of the Works Department OM No. 173 dated. 03.01.2026 May be read as “ to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No.1437, dt. 31.01.2023”
- (ii) If more than one bid is quoted (decimal upto two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorised representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
- (iii) If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal upto two numbers will be taken for all practical purposes) after availing 10% price preference as Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalised by the tender accepting authority through a transparent lottery system along with other categories of contractors.

- (iv) As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No. 173 dt. 03.01.2026, the bid shall be finalised as per the earlier provision in Appendix-IX, Clause 36 of OPWD Code Volume-II.
- (v) This has been concurred in by the Finance Department in File No. **FIN-WF1-MISC-0102-2025**.

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

74. Providing facilities to the Engineer Contractor:

(a) As per works Deptt. No. FR11/2001/1 0003/00 BBSR 24.5.2001.5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.

(b) Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact to attending a work with exemption of EMD should be entered in the original Registration Certificate of the Engineer Contractor. [F.D.& LAW Deptt. UOR No.334 WE dt. 5.6.98 & No.449 L dt. 25.03.2000 respectively.

75. On no account of the contracted 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 with penalty as will be deemed proper by the competent authority.

76. Miscellaneous:

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

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

77. Bidders are also required to go through each clause of P.W.D. Form F₂ /P1 carefully in addition to the clause mentioned herein before tendering.

78. The bidder shall have to upload an affidavit about authentication of tender documents, while submitting tender. The affidavit in original is to be produced at the time of agreement.

79. All the forms and Annexure forms and check list attached to section 2 of this DTCN must be filled in properly along with the authenticated documentary evidence required therein, failing which the bid shall be treated as 'Non-responsive' and be rejected.

80. Deleted

81. Deleted

82. For the purpose of estimate the approved quarry lead is to be provided judiciously. Engineers in charges would be responsible for ensuring the quality of the materials supplied. The contractors would however be responsible for procurement of materials from authorized sources of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for

procurement while submitting the bids. *(Amendment to Para 3.4.16(a) of OPWD Code by substitution Vide Office Memorandum No –12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

83. If L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the state. *(Amendment to Para 3.4.14 Note-I of OPWD Code by inclusion Vide Office Memorandum No –12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

84. In case of tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provision of OPWD Code. *(Amendment to Para 3.2.8 Note-II of OPWD Code by inclusion Vide Office Memorandum No –12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

85. Bills – Clause -21 For works above values Rs 5.00 Lakh in civil works and work value above Rs 1.00 Lakh in electrical/PH works the J.E S & A.E will be required to submit bill for each on going work on 20th or next working day of every month to the concerned EE. The E.E. on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The E.E in charge of the Division will furnish a certificate to the chief engineer with copy to the concerned SE that the bills for all ongoing month have been paid failing action will be initiated against the erring officer. *(Amendment to Appendix-XXX(Bills) Clause-21 of OPWD Code Vol-II & to the Clause-6 of F2 Contract Vide Office Memorandum No –12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

86. Before acceptance of tender the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed. *(Amendment to Para 3.5.18 Note-VIII of OPWD Code Vol-I Vide Office Memorandum No –12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

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 Work Department Memorandum No.16 dated 01.01.2015.

88. Tender will be rejected if not registered under CDMS portal as per codal provision. If registered in any other manner the tender will be cancelled as per Works Department Letter No. 9100 dated 17.07.2020.

89. **THE CONTRACTOR HAS TO MENTION PERCENTAGE EXCESS OR LESS OVER THE ESTIMATED COST (IN FIGURE AND WORDS)**

- (a). In percentage rate of tender, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled, so that there is no discrepancy.
- (b). The contractor will write percentage Excess or Less upto two decimal point only. If he writes the percentage excess or less upto three or more decimal point, the first decimal point shall only be considered without rounding off.

90. **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 affect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.
- (b) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
- (c) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity, the contractor is not eligible for any extension of time. The contractor should plan the deployment of 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 likewise 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).

INSTRUCTIONS TO TENDERERS

Tenders containing extraneous conditions not covered by the conditions here-in-before and here-in-after provided and quoting rates on units different from those prescribed in the tender schedules will be liable for rejection. No tenderer will be permitted to furnish tender in their own manuscript form. This however, excludes special cases for which alternative designs and specifications may be asked for, specifically, in the special condition of contract.

Percentage Rate Contract-

Percentage contract will be in addition to item rate, lump sum contracts etc. In such contracts the schedule of quantities shall mention estimated rate of each item and amount there to. The contractor has to mention percentage excess or less over the estimated cost (in figures as well as words) in the prescribed format appended to the tender document. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate on offered, shall be considered after opening of all packages called in the same tender notice. The contractors who wish to tender for two or more

works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelop.

The adopted format for percentage rate is same as that of the form adopted for item rate tenders but the word "item rate" shall be replaced by "percentage rate" and the contract form may be named as P-1. In this form, time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract. The contract can also be terminated with penalty when the progress of work is not as per the condition of contract. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.

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

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

This may not be applicable to the works funded by World Bank and other external agencies, in which case their guidelines shall be followed. **(Amendment to Para- 3.5.5 of O.P.W.D. Code volume-1)**

SECTION – 3

INFORMATION AND INSTRUCTION TO TENDERERS (I.I.T)

INFORMATION AND INSTRUCTION TO TENDERERS (I.I.T)

1. Preparation of Bid Documents

The intending tenderer shall log in to the e-procurement portal identified as <http://tendersorissa.gov.in> and download the bid and price bid in shape of an intelligent 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 rate in figures on the intelligent MS Excel sheet. The bidder is to scan his registration certificate, GST Registration Certificate, PAN Card, Affidavit, labour licence, No relation certificate and certificate issued by competent authorities required for full filling the minimum qualification criteria specified in the bid document for the work. The bidder is also required to scan the RC books and other papers relating to the machineries and other documents as specified in the bid document.

2. Method of submission of Bid Documents

- 2.1 The tenderer shall upload the scanned copy / copies of the documents and informations 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 bid except the filled up intelligent 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 informations as per bid document instead of submitting the entire technical bid document. The “online” bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD / Bid Security forfeited.
- 2.2 The informations required as per bid documents may be provided in the specified format annexed to the bid document.
- 2.3 Contractors are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenderers. The tender shall not be taken into consideration and item of which no rate has been entered will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill Quantities.
- 2.4 If the intending bidder is an individual, the documents shall be signed by the individual above his full type written name and current address.
- 2.5 If the intending bidder is a proprietary firm, it shall be signed by the proprietor above his full name and with his current address.
- 2.6 If the intending bidder is a firm in partnership, it shall be signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the pre-qualification documents.
- 2.7 If the intending bidder is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.

- 2.8 All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below their signatures.
- 2.9 The agency will install display board mentioning information about the work at worksite after drawal of the agreement at his own cost.
- 2.10 As the period of execution is **6 (Six) Calendar month** so there is no provision of payment of escalation. As such the increased cost on cement, rod & bitumen will not be considered.
- 2.11 The agency will install display board mentioning information about the work at worksite after drawal of the agreement at his own cost.
- 2.12 The tender documents duly filled in and signed by the intending tenderer should be submitted in on-line through prescribed website only.

3. Opening of Bid Documents.

The bids will be opened online on **17.08.2026 at 11.30 A.M. in the office of the Superintending Engineer, Chheligada Head works Division, Mahendragada** in the presence of bidders or their authorized representative, who wish to be present.

4. (a) The bidder must upload the valid R.C, GSTIN and PAN, Affidavit, Declaration Form in Lieu of EMD as per Annexure-1, No-relationship certificate which are mandatory.
- (b) A class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineer personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in-Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the contractor. The names of authority along with the tender as to who would be supervising the work. Each bill of the Super class, Special Class .or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.1991). The required certificate is to be furnished in the proforma contained in a separate sheet.
- (c) Sub-contractors experience and resources shall not be taken in to account in determining the bidder's compliance with the qualifying criteria.

5. Final Decision-making authority

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

6. Further Clarification

The **Superintending Engineer, Chheligada Head works Division, Mahendragada** may be contacted during office hours on any working days or **on-line between 03.08.2026 to 14.08.2026 during office hours** for any further clarification.

7. **Sample of all material:** The bidder shall supply sample of all materials fully before procurement for the work for testing and acceptance at his own cost as may be requiring by the concerned Superintending Engineer. If found unsuitable, the same may be rejected.

8. 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 Orissa 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.

9. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in 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 Deptt. and shall not be removed from the site of work without written permission of the Engineer-in-charge.

10. Agreement for execution of the work will be made subject to receipt of allotment against the work.

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SECTION – 4

GUIDELINES / PROCEDURES OF e-PROCUREMENT

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

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

Sub:- Amendment of Codal & Contractual Provisions.

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

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

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

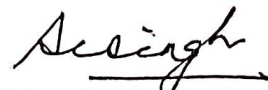
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

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

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

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

By order of the Governor



Principal Secretary to Government

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

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

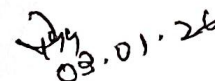
They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



EIC-cum-Special Secretary to Government

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

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



EIC-cum-Special Secretary to Government

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

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 632 W., Bhubaneswar Dt. 9.1.26

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

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

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

By order of the Governor



Principal Secretary to Government

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

Memo No. 633 /W, dated 9.1.26

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

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

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

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

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

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

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

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

Dec
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

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

Dec
09.01.2026

EIC-cum-Special Secretary to Government

WF1-MISC-0102-2025/1/2026

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

Memo No. 638 /W., Dt. 9.1.26

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

Memo No. 639 /W., Dt. 9.1.26

09.01.2026
EIC-cum-Special Secretary to Government

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

09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 640 /W., Dt. 9.1.26

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

09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 641 /W., Dt. 9.1.26

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

09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 642 /W., Dt. 9.1.26

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

09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 643 /W., Dt. 9.1.26

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

09.01.2026
EIC-cum-Special Secretary to Government

Memo No. / 644 W., Dt. 2.1.26

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

24.01.2026

EIC-cum-Special Secretary to Government

Memo No. / 645 W., Dt. 2.1.26

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

24.01.2026

EIC-cum-Special Secretary to Government

Memo No. 646 W., Dt. 2.1.26

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

24.01.2026

EIC-cum-Special Secretary to Government

Memo No. 647 W., Dt. 2.1.26

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

24.01.2026

EIC-cum-Special Secretary to Government

Memo No. 648 W., Dt. 2.1.26

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

24.01.2026

EIC-cum-Special Secretary to Government

**Government of Odisha
Works Department**

Office Memorandum
File No.07556900042013 (Pt-II)-7885 /W, Dated, 23.07.2013.

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

(Amended vide Works Department, GOO in File No.075569000012016-11774 /W, Dated, 03.08.2017.)

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

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

The terminologies used in the portal and their respective functions in the software are as follows.

- 11.1** Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer's login ID
 - v. Blocking & unblocking of officer's and bidder's login ID.
- 11.2** Nodal Officer (At organization level not below the Superintending Engineer of equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's Login ID.
- 11.3** Procurement Officer-Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.

- 11.4** Procurement Officer-Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
- Creation of Tender
 - Creation of Corrigendum / addendum / cancellation of Tender
 - Report generation.
- 11.5** Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
- Opening of Bid
- 11.6** Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
- Evaluating Bid.
- 11.7** Procurement Officer-Auditor (Procurement Officer Publisher and / or Accounts Officer / Finance Officer)
- To take up auditing.

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB) :

12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.

12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers as per existing rules preferably, in the following format, to effect economy :-
Government of Odisha “e” procurement Notice

Bid Identification No. _____

- Name of the work :
- Estimated cost : Rs.....
- Period of completion
- Date & Time of availability of bid document in the portal _____
- Last Date / Time for receipt of bids in the portal _____
- Name and address of the O.I.T.....

Further details can be seen from the e-procurement portal “<https://tendersodisha.gov.in>”.

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

13. ISSUE OF ADDENDA / CORRIGENDA / CANCELLATION NOTICE :

13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <http://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID :

14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with

14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

14.3 Procurement Officer Administrator creates tender by filling up the following forms :

- BASIC DETAILS
- COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:
 - For Single Cover/Packet:

Sl. No.	Cover Type	Document Description	Type
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1	Fee / Prequal / Technical Finance	Tender cost, EMD, GST/IN, PAN, Contractor RC	Pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	Pdf
		BoQ	.xls

(b) For Two Cover/Packet:

Sl. No.	Cover Type	Document Description	Type
1	Fee / Prequal / Technical ...	Tender cost, EMD, GST/IN, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
2	Finance	BoQ	.xls
		Special condition, if any, specifically mentioned by Officer Inviting Tender	.pdf

iii. TENDER DOCUMENT: The Procurement officer Administrator should upload the NIT in .pdf format.

iv. WORK ITEM DETAILS.

v. FEE DETAILS: *The Procurement Officer Administrator should mention the cost of tender paper and EMD amount to be paid online as per Works Department Office Memorandum No. 6785/W dated 09.05.2017 and as laid down in DTCN/SBD.*

vi. CRITICAL DATES: The Procurement officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.

vii. BID OPENER SELECTION: The Procurement Officer creator can select two three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles / Divisions).

viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.

ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organization.

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates / documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC / VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the 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.

15.1.2 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 process that are undertaken through the e-Procurement system irrespective of who operates the system.

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

15.3 DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID:

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting Tender. The bid will be open for inspection by the bidders.

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

15.6 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS :

15.6.1 *The Bidder shall transfer the Tender paper cost online as part of its Bid as mentioned under DTCN/SBD through a process as mentioned in Works Department Office Memorandum No. 6785/W dated 09.05.2017.*

15.6.2 *Also the Bidder shall transfer the EMD/Bid Security online as part of its Bid as mentioned under DTCN/SBD through a process as mentioned in Works Department Office Memorandum No. 6785/W dated 09.05.2017.*

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

15.6.3 *Deleted.*

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

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

15.6.6 *Deleted.*

16. SUBMISSION OF BID :

16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist 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.

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration / deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it

blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

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

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

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

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot 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 cannot be opened even by the OIT or the Procurement Officer Publisher / opener before the due date and time of opening.

16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.

16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owing responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION :

17.1 All bid uploaded by the Bidder to the portal will be encrypted.

17.2 The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS :

18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID :

19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.

19.5 Combined bid security for more than one work is not acceptable.

19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.

19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BID :

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

20.2 The bidder may be asked in writing / online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.

20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.

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

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

21. NEGOTIATION OF BIDS :

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

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

22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such 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 L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION :

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

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

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

23.3.1 *Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.*

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

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus. Accordingly, the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix – XXXIV of OPWD Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

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

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

24.3 *The minimum period of blocking of Portal Registration shall in no case be less than 180 days.* After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten

thousand) only (non-refundable) under the head of accounts '0059-Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

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

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

(Amendment to Codal/Contractual provisions as per Works Department Office Memorandum No. 11774/W dated 03.08.2017 have been incorporated in the above O.M.)

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

File No.07556900012016- 17254 /W dated. 5.12.2017

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/ICCI 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 of 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/ICCI Bank/HDFC Bank) payment gateway being integrated with e-Procurement portal of Government of Odisha ([https //tendersodisha gov.in](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](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 Government 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 bid** of defaulting bidder is occasioned for various reasons.
- a) In case the Earnest Money Deposit on submission of bid is forfeited the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
 - b) The Tender inviting authorities of the Government departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General-Services-00-101-Unclaimed-Deposits-0097-Misc-Receipts-02080-Misc Deposits and submit the detail account to D.A.G., Puri as 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) Refunds 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 Information Centre / the authorized Banks for mapping/ customization.
- b) In every working day the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments/State PSUs/Autonomous Bodies/ULBs through MIS State Procurement cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-Procurement system will provide a web service for payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similary 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 and interface to organizations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

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

14. Applicability and modification of existing rules / orders:

The modalities prescribed in the Office Memorandum for downloading of tender paper submission and rejection of bid acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-

procurement portal. Existing provisions regulating cost of Tender Paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

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

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

E.I.C-cum-Secretary to Government

ANNEXURE-I

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

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	I. The payment towards the cost of Tender paper , in case of Government Departments shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks (as stated in Para2) at Bhubaneswar on T + 1 day.	I. In case of tenders of Government Departments amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's

Contractor

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Superintending Engineer

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

		tender inviting authority within two working days of receipt of instruction from TIA.
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ANNEXURE-‘E’

AFFIDAVIT

I, Sri.....Aged.....years, Son/
Daughter/ Wife of Sri..... at present residing
At..... P.O.....P.S.....Dist:.....(State & Country).
Pin..... do here by solemnly affirm as follows.

i) That, I / We possess a valid license for execution of works contract issued by
..... belongs toClass & is valid up to
*.....

I am submitting tenders before the **Superintending Engineer, Chheligada Headworks Division, Mahendragada** for execution of following works in response to e – procurement
Notice No. **SE-CHWD-01/2026-27 & Bid Identification No.**

.....

1. * * *
2. Etc.

ii) I am the authorized signatory on behalf of Firm / Contractor for the tender for the work /
works mentioned above.

iii) I am swearing this affidavit that all tender documents and accompanying papers those
being submitted by me before the **Superintending Engineer, Chheligada Headworks Division, Mahendragada, Dist: Gajapati, Odisha** including E.M.D. in any shape are all
authentic and bonafied 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.

Note:

*Mention the license issuing authority.

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

* * *Mention name of works for which tender is being submitted.

ANNEXTURE - "F"

INFORMATION REGARDING CURRENT LITIGATION DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER

1. a) Is the tender current involved in any litigation relating to the works ? Yes / No.
 b) If yes : give details. : Yes / No.

2. a) Has the tenderer or any of its constituent partners has been debarred / expelled by any agency in India during the last three years? Yes / No.

3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last three years? Yes / No.
 b) If yes, give details:

Note : If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.

Certificate of No relationship as per clause 59 of DTCN

I/We hereby certify that I/We am / are not related to any officer of P.W.D. of the rank of Asst. Engineer and above and any officer of the rank of Asst. Secretary and above in the W/R Deptt. I/ We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with for feature of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation. I/We also note that, non-submission of this certificate will render my/ our tender liable for rejection.

Signature of Contractor**Address** _____

Date: _____

**V. CHECK LIST
SUBMITTED OR NOT**

		Tick appropriate column			
1	Certificate of Registration of Contractor attached.	Yes		No.	
2	Certified copy of power of attorney in case of partnership firm, limited or corporation attached.	Yes		No.	
3	EMD furnished.	Yes		No.	
4	Copy of PAN Card Furnished.	Yes		No.	
5	Copy of GST Registration certificate furnished.	Yes		No.	
6	Affidavit for authenticity of documents, EMD & Bid information furnished.	Yes		No.	
7	Cost of bid document.	Yes		No.	
8	No Relation Certificate	Yes		No.	
9	Affidavit for not having availed exemption of EMD in three works during the year (for Engineering Contractors)	Yes		No.	
10	Any other document felt necessary furnished.				
	a)	Yes		No.	
	b)	Yes		No.	
	c)	Yes		No.	

SECTION – 5

GENERAL RULES & DIRECTIONS

(FORM F2/P1)

**ORISSA 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 will be notified in a form of e-Procurement Notice through the G.Ovt. web-site www.tendersorissa.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 requested the office to have this done before he completes and delivers his tender.

5. The amount of earnest money to be transferred online is 1% of the estimated cost.

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

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

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

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

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance, such tender shall 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 within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same.

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

11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to his under clause 7 of the condition of contract for work done under the contract. Taxes as per provisions of Government shall be deducted from the bills of tenderer.

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

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

14. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the tender action will be taken by the competent authority as per the DTCN.

15 T.D.S (Tax Deducted at Source) towards GST will abide by the Odisha Goods and Service TAX-2017 or as amended from time to time.

TENDER FOR WORK

I / We hereby tender for the execution for the Governor of Odisha of the work specified in the tender written memorandum at the rates specified therein within a period of **6 (Six) calendar month** from the date of written order to commence and in accordance, in all respects with the specifications, designs,

Contractor

58

Superintending Engineer

drawings and other documents referred to in rule 1 hereof and subject to the annexed conditions of contract and with such materials as per provision for and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

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

a. Name of work : **Construction of Anganwadi center for R&R colony Bidyadharpur of Chheligada Irr. Project.**

b. Estimated Cost : **Rs. 13.61 Lakhs**

c. Agreement Amount :

d. Earnest Money Deposit : **Rs. 13,700/-**

(e) This deposit will be 2 % of the Agreement amount

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

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

f. Percentage to be deducted from bill (As Security Deposit) : **3%**

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

h. Date of written order to commence work :

i. Actual date of commencement :

j. Stipulated date of completion:

k. Number of items of works tendered for :

l. Income Tax : To be deducted as per prevailing Govt. Rule.

m. GST : The Contractor has to furnish Tax invoice in each bill, as per prevailing Govt. Rule.

n. Royalty of construction materials : To be deducted as per prevailing Govt. Rule.

o. Building and other construction Workers Welfare Cess : To be deducted as per prevailing Govt. Rule.

Item No.	Items of work	Quantity	RATE TENDERED		Per--
			In figures	In words	

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

Signature of
contractor before
submission of
tender

Dated

day of

2026

CONTRACTOR

NAME :

ADDRESS:

Signature of
witness to the
tenderer's
signature

WITNESS

NAME :

ADDRESS :

OCCUPATION:

**The above tender is hereby accepted by me on behalf of the Governor of
Odisha on this day, the day of 2026**

**SUPERINTENDING ENGINEER
CHHELIGADA HEAD WORKS DIVISION
MAHENDRAGADA**

Agreement No.....P1 Certified that this agreement containsPages only

**SUPERINTENDING ENGINEER
CHHELIGADA HEAD WORKS DIVISION
MAHENDRAGADA**

SECTION – 6

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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

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 essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 1/2 percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday that the work remains uncommenced, 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 authorized agents, are fully complied with by the contractor to the Superintending Engineer's satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed, and three fourth of work before three fourths as such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

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

i) To rescind the contract (of which rescission notice in the writing to the contractor under the hands 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

Compensation for delay.

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

Action when whole security deposit is forfeited.

and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all respects in the same manner and at the same rate as if the contractor under the terms of his contract had carried it out, the certificate of the Superintending Engineer as to the value of work done shall be final and conclusive against the contractor.

iii) To measure of the work of the contractor and to take such part of the work of the contract as shall be in executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the some which would have been paid to original contractor. If the whole work had been executed by him (of the amount of which expect the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise from his security deposit or the proceeds of sale thereof or a sufficient part thereof. In 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 there of 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 table in respect thereof and he shall only be entitled to be paid the value of so certified.

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

Clause - 3: In any case in which any of the powers conferred upon the Superintending Engineer by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions in the event any further here of and such powers shall notwithstanding be exercisable in the event of any future case default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected, in the event of the Superintending Engineer putting in force the powers vested in him

under the preceding clause may be, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Superintending Engineer whose certificate thereof shall be final, otherwise the Superintending Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any

Contractor remains liable to repay compensation if action not taken under Clause – 6. Power to take possession of or require removal of or sell contractors plants.

such requisition, 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 any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

In case where the sanction of higher authority to grant extension of time is necessary, the Superintending Engineer will send his recommendation to higher authority. If the order of the competent authority is not received within 60 days from the date of receipt of recommendation of the Superintending Engineer, the Superintending Engineer shall grant extension of time under intimation to the concerned authorities so that the contract shall remain in force, but while communicating this extension of time he must inform the contractor that extension is granted without prejudice to Government's right to levy compensation under relevant clause of the Agreement.

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

Sub-Clause to Clause - 5 : If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilisation of a portion of the, completed in no way interferes with the progress of a rest of the work the same may be occupied or utilised by or on behalf of the Government under the written order of the Engineer-in-Charge. This will not impede the right of the Engineer-in-charge to get the defects if any rectified by the contractor at

**Extension of
time**

Final Certificate

his (Contractors) own cost within one year from the date of completion of the whole work provided that the contractor will not be allowed any connection either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause - 6 : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-Charge or his subordinate shall take the requisite measurement for the purpose having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose 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. Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected , or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise , or in any other way vary or affect the contract.

Clause - 7 The final bill shall be prepared by the officers of the Department of Water Resources in accordance with the rules of the Department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause - 8: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract or are specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then, due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in

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

Stores supplied by Government.

writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

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

Clause - 8(b): Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause-5.

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

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

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

Alteration in specifications and designs do not invalidate the contract

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

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

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in Charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

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

Clause -12: If it shall appear to the Engineer-in-charge or his sub-ordinate-in-charge of the work, that any work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge

Extension of time in consequence of alternation.

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

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

Action and compensation payable in case of the work.

and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer - in -charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Work to be open for inspection. Contractor or responsible Agents to be present.

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

Clause -14: The contractor shall give not less than five days notice in writing to Engineer-in-charge or his subordinate -in charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer in charge or his subordinate - in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained,, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work of the materials with which same was executed.

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

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 -charges stores), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for) the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the

Work to be open for inspection.

Contractor or responsible agents to be present.

Notice to be given before work is covered up.

Contractor is liable for damages to the work and for imperfection within three months of final certificate.

Contractor to supply plant, ladders, scaffolding etc. And is also liable for damages arising from

contract or referred to in these conditions or not to which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in Charge as to any matter as to which under this conditions 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 works, and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent or the contractor be paid to compromise any claim by any such person.

Clause -17: No female labourer shall be employed within the limits of a cantonment.

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

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

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

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

The officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of 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.

**non-provision
of lights,
fencing etc.**

Clause - 18: The contractor shall not be assigned or sublet without the written approval of the Superintending Engineer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt to do so or if any bribe, gratuity, gift, loan, perquisite reward, or advance, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or persons in the employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Superintending Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure if he contract had been rescinded under the clause 2 thereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

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

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

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause-2 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 of the Superintending Engineer 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 parts of the work the contractor shall be entitled to payment In respect of the Items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

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

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

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

Changes in constitution of firm

Lump sums in estimate.

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, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause – 26: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman's compensation Act VII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

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

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

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

Clause - 30 The contractor shall bear all taxes including sales tax, Income tax, royalty, air-weather charges and tollage etc., where necessary.

Clause - 31 Price Escalation - Deleted -

Clause-32: After the work is finished all surplus materials 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 the site.

FAIR WAGE CLAUSE

Clause – 33 (a) :- “ Fair wages means, wages, whether for time or piece work prescribed by the state P.W.D. provided that where higher rates have been prescribed under the minimum Wages Act, 1942, wages at such higher rates would constitute Fair Wages”

EXPLANATION – “Fair wage” means wages, whether for time or piece work prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.

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

(c) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause, to be complied with all regulation made by the Government in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Superintending Engineer or Sub – Divisional officer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non – fulfillment of the conditions of the contract for the benefit of the workers, non – payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to be workers concerned.

(e) Vis-à-vis, the Government of Orissa, 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 a part of this contract and any breach thereof shall be breach of this contract.

(g) Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages (Central Rules, 1950) the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rates as for duty. In the event of default, the Superintending Engineer or Sub – Divisional Officer

concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourer and pay the same to the persons entitled thereto from any money due to the contractor.

(h) The contractor shall at his own expenses provide or arrange for the provision of foot wear for any labourer doing cement mixing work and black topping of roads (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so, Government shall be entitled to provide the same and recover the cost from the contractor.

(i) The contractor shall on his own submit by the 4th & 19th 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 of the current month respectively, (1) the number of labourers employed by him on the work (2) their working hour (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) the number of female workers who have allowed maternity benefit according to clause (k) and the amount paid to them failing which the contractor shall be liable to pay to government a sum not exceeding Rs 50.00 for each default or materially incorrect statement. The decision of the Superintending Engineer shall be final in deducting from any bill due to contractor amount levied as fine.

(j) In respect of all labour, directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Orissa Public Works Department and its contractors. This will apply to work places having 50 or more workers.

(k) Maternity benefit rules for female workers employed by contractor Leave and pay during leave shall be regulated as follow.

Leaves and pay during leaves shall be regulated as follows.

1. **Leave :- (i) In case of Delivery :-** Maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.

(ii) In case of miscarriage :- Upto 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 the women's average daily earnings calculated on the total wages earned on the days when full time work was done during the period of three months immediately preceding the date on which she gives notice that she expects to be confined.

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

2. **Conditions for the 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 date on which she proceeds on leave.

ORISSA P.W.D. / ELECTRICITY DEPARTMENT CONTRCTOR'S LABOUR REGULATIONS

1. **Short title :** These regulations may be called "The Orissa Public Works Department / Electricity Department contractors Regulations."

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

1. "Labour" means workers employed by a contractor of the Orissa Public Work Department / Electrical Department directly / indirectly through a sub – contractor or other person, or by an agent on his behalf.

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

3. "Contractor" shall include every person whether a sub contractor or headman or agent employing labour on the work taken on contract.

4. "Wages" shall have the same meaning as defined in the Payment of Wages Act and include time and piece rate wages, if any.

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

(a) Before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous place on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department/ Electricity Department for the district in which the work is done.

(b) Send a copy such notices to the Engineer – in – charge of the work.

4. **Payment of wages:-**

1. Wages due to every worker shall be paid to him direct.
2. All wages shall have to be paid in current coin or currency or in both.
- 5. Fixation of wage period: -**
 - (1) The contractor shall fix the wage period in respect of which the wages be payable.
 - (2) No wage period shall exceed one month.
 - (3) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
 - (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - (5) All payments of wages shall be made on working day.
- 6. Wage book and wage cards etc.**
 - (1) The contractor shall maintain a Wage book of each worker in such form as may be convenient, but the same shall include the following particulars.:
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wages period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
 - (2) The contractor shall also maintain a wage card for each worker employed on the work.
 - (3) The Superintending Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who in his opinion may not directly or indirectly employ more than 100 persons on the work.
- 7. Fines and deductions which may be made from wages:-**
 - (1) The wages of a worker shall be paid to him without any deduction of any kind except the following.
 - (a) Fines.
 - (b) Deduction for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage or loss of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the Government may from time to time allow.
 - (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity for showing cause against such fines or deduction.
 - (3) The total amount of fines which may be imposed in anyone wages period on a work shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
 - (4) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.
- 8. Register of fines, etc:-**
 - (1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
 - (2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts and omissions for which penalty or fine can be imposed. It shall display such list and maintain it in clean and eligible condition in conspicuous places of the work.
- 9. Preservation register:-**

The wage registers, the wage cards and the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.
- 10. Power of Labour Welfare Officers to make investigation inquiry:-**

The Labour Welfare Officer or any other persons authorised by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and

proper observance of the fair wage clauses and the provisions of the 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 Officer:-

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

12. Appeal against the decision of Labour Welfare Officer :

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

13. Inspection of Registers:

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

14. Submission of return:

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

15. Amendment:

Government of Odisha may from time to time, add to or amend these regulations. On any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Govt. of Orissa in that behalf shall be final.

**MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS
BY ORISSA PWD OR ITS CONTRACTORS**

1. **Application :-** These rules shall apply to all construction works in charge of Orissa 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 an adequate supply of sterilizer dressings and sterilized cotton wool. The appliance 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 work, First Aid Posts shall be established and be 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 the city or town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At other work places, some conveyance facilities, such as a car shall be kept readily available to take injured persons or persons suddenly taken seriously ill to the nearest hospitals.
4. **Drinking Water :-** (a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour a sufficient supply of water fit for drinking.
(b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
(c) Every Water supply or storage shall be at a distance of not less than 15M, (50 feet) from any latrine, drain or other sources of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
(d) A reliable pump shall be fitted to each covered well the trap doors 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 places :-** (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 Executive Engineer shall have the power to verify the scale where necessary)	No of seats 3 per 100
7. **Latrines and Urinals for Women :** - If women are employed, separate latrines and urinals separate from that for men and marked in the vernacular in conspicuous letter "For Women Only) shall be provided on the scale laid in these rules.
 Those for men shall be similarly marked "For Men Only". A poster showing the figure of a man or woman, 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 and urinals connected with water born sewerage system, all latrines shall be provided with receptacles 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 receptacles shall be tarred inside and outside at least once a year.
9. **Construction of latrines :-** The inside wall shall be constructed of masonry or stones 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, arrangement for proper disposal of excreta by incineration at the work place shall be made by means of suitable incinerator approved by Asst. Director of Public Health or Municipal Medical Officer or Health Officer as the case may be, in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a layer of waste refuse and then covering it up with 6 inch layer of earth for a fortnight when it will turn into manure.
11. **Provision of shelters during rest :-** At every work place, there shall be provided free of cost two suitable shades one for meals and the other for rest for use of labourers. The height of the shelter shall not be less than 3.30 M (11 feet) from the floor level to the lowest part of roof.
12. **Creches :-** (a) At every work place at which more than 50 women workers are employed, there shall be provided one hut for the use of children under the age of 6 years, belonging to such women and shall be used for infants games and play and their bed room. The hut shall not be constructed on a lower standard than the following.
 - i. Thatched roofs
 - ii. Mud floors and walls
 - iii. Planks spread over the mud floor and covered with matting
 The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two dhais in attendant. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendant and mothers of children.
 - (b) Where the number of women workers is more than 50, the contractor shall provide one hut and one dhai to look after the children of women workers.
 - (c) The size of crèche shall vary according to the number of women workers.
 - (d) The crèche shall be properly maintained a necessary equipment 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.

Clause -34 : The royalty of materials will be recovered from the work bill in case of failure of production of proper receipt from quarry Holder or Revenue Department after proper verification from Concerned Tahasildar.

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

Clause-36: (a) The earth work quantity will be assessed from cross section taken at suitable intervals as decided by the **Superintending Engineer, Chheligada Head works Division, Mahendragada** initial levels will be taken with reference to bench marks, which should be kept at site till finalization of their contract. The initial cross section papers should be signed by both the parties before starting

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earth work. The final cross section of the embankment in filling reaches when finished to designed section will be taken for each portion of embankments and plotted over the initial level section to ascertain the final quantity to be arrived by deducting necessary settlement allowance. The measurement for earth work should be at 30 M or at closer grid.

(b) Stone to be excavated shall be measured in solid normally, but if the site condition do not permit solid measurement as assessed by the Engineer-in-Charge due to a mixture of various rock in the particular location, stack measurement will be taken at the direction of the Engineer-in-charge from the stacks to be measured. Deduction shall be made for voids at 40 % minimum for closely packed stacks subject to increase in percentage according to the nature of compactness in stacking. No consideration will be given to any adverse condition by the contractor in his tender.

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

(d) 12 ½ voids shall be deducted from metal and moorum stacks. The box of size 1.5m X 1.5m X 0.5 m to be measured as 1.5m X 1.5m X 0.44 = 1 cum. Similar measurement to be adopted for gravel stacks also and voids deducted. The rates are excluding voids.

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

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

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

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

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

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

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

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

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

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

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

Clause-47: By submitting a tender for the tenderer will be deemed to have satisfied himself by actual inspection of the site/quarry and locality of the work about the quality and availability of the required quantity of materials including medical aids, labour and food stuff etc. and that the rates quoted by his in the tender will be adequate to complete the work according to the specification and conditions attached to and that he has taken into account all conditions difficulties that may be encountered during its progress and to have quoted labour rates and materials, octroi and other duties leads, lifts loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized sub-ordinates. After acceptance of the contractor rates Govt. will not pay any extra charges for any reason in case the contractor is found later on to have misjudged in conditions as regards availability of materials, labour or any other factors, it should be understood clearly that no claim whatsoever will be entertained afterwards on the plea of non- availability of proper quantity of materials including food stuff or any other cause.

Clause-48: It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangement as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and a payment made.

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

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

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

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

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

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

Clause-53:- As per para No. 4 of the Resolution No. 12653 dt. 15.12.2008 of Govt. of Odisha Labour & Employment Deptt. the levy and collection of Cess @ 1% on the cost of construction should be paid by the Agency.

Clause-54: The terms and condition of the agreement have been read-explained to me and certify that clearly understand them.

ORISSA P.W.D. ELECTRICITY DEPARTMENT CONTRACTOR'S LABOUR REGULATIONS.

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

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

(1) "Labour" means workers employed by a contractor of the Orissa public Works Department/Electrical Department directly/indirectly through a subcontractor or other person, or by an agent on his behalf.

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

(3) "Contractor" shall include every person whether a sub contractor or headman or agent employing labour on the work taken on contract.

(4) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rate wages, if any.

3. Display of notice regarding wages, etc.

(a) Before he commence his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous place on the work, notice in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department/Electricity Department for the district in which the work is done.

(b) Send a copy such notice to the Engineer-in-charge of the work.

4. Payment of wages

(1) Wages due to every worker shall be paid to him direct.

(2) All wages shall be paid in current coin or currency or in both.

5. Fixation of wage period.

(1) The contractor shall fix the wage period in respect of which the wages are payable.

(2) No wage period shall exceed one month.

(3) Wages of every workman employed on contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(5) All payments of wages shall be made on working day.

6. Wage book and wage cards etc. :-

(1) The contractor shall maintain a Wage book of each worker in such form as may be convenient, but the same shall include the following particulars :

(a) Rate of daily or monthly wages.

(b) Nature of work on which employed.

(c) Total number of days worked during each wage period.

(d) Total amount payable for the work during each wage period.

(e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.

(f) Wage actually paid for each wage period.

(2) The contractor shall also maintain a wage card for each worker employed on the work.

(3) The Superintending Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. Fines and deductions which may be made from wages :-

(1) The wages of a worker shall be paid to him without any deduction of any kind except the following.

(a) Fines.

(b) Deduction for absence from duty, i.e., from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

(c) Deductions for damage or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.

(d) Any other deductions, which the Government may from time to time allow.

(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the workers has been given an opportunity of showing cause against such fines or deduction.

(3) The total amount of fines which may be imposed in anyone wage period on a work all not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.

(1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss made.

(2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts omissions for which penalty or fine can be imposed. It shall display such list and maintain it is clean and eligible condition conspicuous places of the work.

9. Preservation of register :-

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

10. Power of Labour Welfare Officers to make investigation or inquiry :-

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

11. Report of Labour Welfare Officer :-

The Labour Welfare Officer or other authorised as aforesaid shall submit a report of the result of his Investigation or enquiry to the Superintending Engineer concerned indicating the extent. It any to which the default has been committed with a note that necessary deduction from the contractors bill be made and the wages and the other due be paid to the labour concerned.

12. Appeal against the decision of Labour Welfare Officers :-

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

13. Inspection of Registers :-

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

14. Submission of return :-

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

15. Amendment- Government of Odisha may from time to time, add to or amend these regulations. On any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Odisha in that behalf shall be final.

The terms and conditions of the agreements have been read/ explained to me
and.....(witness) certify that
..... (Contractor) clearly understand them.

WITNESS

CONTRACTOR

Contractor

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Superintending Engineer

NAME :

NAME :

ADDRESS:

ADDRESS:

OCCUPATION :

ADDENDUM TO CONDITION OF CONTRACT.

TIME CONTROL.

2.1 Progress of work and re-scheduling programme.

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

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-charge for approval and programme commensurate to clause no 2 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, 1/4th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4 If at any time it should appear to the Engineer-in-charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of the Engineer-in-charge a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-charge may withhold hold 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 dues programme has been submitted.

2.1.5 An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6 The Engineer-in-charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme 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 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 issue 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 and 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 section of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the contract documents, and further to ensure good progress during the execution of the work the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3 In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice therefore in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

i. War,

ii. Abnormally bad weather or –

iii) Serious loss or damage by fire or

iv) Civil commotion, local commotion of workmen, strike or lockout, officers any of the heads employed on the work or

v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge, in executing work not forming part of the contract.

vi) In case of variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost or

vii) Any other cause, which, in the absolute discretion of the authority mentioned, in contract date 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 within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing. Within 3 months of the date of receipt of such request, Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-charge and this shall be binding on the contractor.

2.3. Compensation for delay.

2.3.1 If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day /month (as applicable) that the progress remains below that specified in clause 2 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified compensation @1. 5% per month for delay of work, delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or to the tendered value of the item or group of item of work for which a

separate period of completion is originally given. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in contract date, or the rescheduled milestone(s) in terms of clause 2.5 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the 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 fails to make up for the delay in subsequent milestone(s) amount mentioned against such milestone missed subsequently also shall be withheld. However no interest, whatsoever, shall be payable on such withheld amount.

2.5 Management of Meetings.

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

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

Relevant provision in this contract stands modified accordingly.

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS

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

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

2 EARNEST MONEY DEPOSIT.

Tenderers including Govt. undertakings are required to transfer the bid security (Earnest Money Deposit) @ 1% of the amount put to Bid, by online as mentioned in the Tender Details through payment gateway of designated banks and in no other form.

- ii) The earnest money to be transferred is @ 1% of the amount put to Bid or as mentioned in the NIT, by online as mentioned in the Tender Details through payment gateway of designated banks and in no other form.
- iii) No Cash / Cheque payments are accepted.
- iv) Earnest money given with one tender previously and submitted with other tender is not to be entertained.
- v) In case of successful Bidder, if the Bidder withdraws the Bid during the validity period of Bid / if he fails to submit APS as specified in instructions to bidder/ if he fails to sign the Contract for whatever the reason, **they will be suspended for a period of three years.**

3 TAX CERTIFICATES:

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

4. VALIDITY OF TENDER:

4.1 Deleted .

4.2 The tenderer must furnish copy of GST Registration certificate at the time of delivery of tender document other wise his/her bid shall be declared as non-responsible & shall be liable for rejection.

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

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

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

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

4.7 The units and rates in the tender should be written both in words and figures and in case of any discrepancy noted, the units and rates written in words will prevail. The rates should be quoted in Indian Currency.

- i) The tenderer shall bear cost of various incidental sundries and contingencies needed by the work of all within the following or similar category.
- ii) Labour camps and hutments necessary to a suitable scale including contingency and sanitary arrangements medical aids thereon to the satisfaction of the health authorities.
- iii) Water arrangements for laborer as well as for the works. No claim for carriage for water whatsoever will be entertained.
- iv) Fees and dues levied by the Municipal and water supply Authorities.
- v) Suitable equipment and wearing apparatus for the labors engaged in risky operation.
- iv) Suitable fencing, barriers, signals, including parapet and electrical signal where necessary at works and approaches in order to protect the public and employees from accidents.
- vii) No compensation for any damage done by rain or by similarly action during execution of the works shall be paid.

viii) The tender shall be written legibly and free from erasures, overwriting or correction of the figures. Corrections unavoidable should be made by scoring out the same and initialing dating and rewriting. The tender should show the total of each page and grand total of whole tender.

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

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

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

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

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

4.13 An affidavit shall be furnished by the contractor in the prescribed format enclosed in **Annexure-E** at the time of submission of tender paper about the authentication of tender documents failing which the tender will be considered as non-responsive. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the bid. **The Affidavit in original is to be submitted by the successful bidder to the Superintending Engineer, Chheligada Head works Division, Mahendragada before drawl of the agreement failing which his/her tender will be rejected.**

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

5 . AWARD OF CONTRACT

5.1 The tenderer whose tender is selected for acceptance shall within a period of seven days upon written intimation being given to him by Registered post deposit, initial security deposit so that the EMD and initial security deposit will be 2% (two percentage) of the accepted tender amount and sign the agreement in the PWD form F-2 (Schedule SLV. No.61)/ P1 for fulfillment of the contract in the office of the Engineer-in - charge. This initial security deposit together with the EMD and the amount of deduction from each running bill as per F-2/P1 agreement shall be retained as security deposit for the fulfillment of this contract. This security deposit will carry no interest. Failure to enter into the required agreement and to pay the security deposit as above within the specified period shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement is first signed by the Contractor and then by the Superintending Engineer, the department will accept the initial security deposit in the accepted form prescribed in clauses as above pledged in favor of the Engineer-in -Charge and in no other form. The Security deposit deducted from each running bill will be 3% or 5%, as applicable as per rule in force. Successful bidder registered under other state government/MES/Railways/CPWD has to register under the State PWD before signing of the agreement.

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

5.3. The earnest money deposited by the unsuccessful tenderers will be refunded as per relevant rules in force.

5.4. Special Class contractors shall employ under him one Graduate Engineer and two Diploma holders belonging to the State of Orissa. Likewise an 'A' Class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to state of Orissa. The employment of such graduate Engineer and Diploma holders under the Contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any State Government/Central Government Service / Public Sector Undertakings /Private companies and firm or be ineligible for appointment to Govt. service. The contractor shall pay them monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha.

The Chief Engineer Roads, Odisha may however assist the contractor with names of such unemployed Graduate Engineers and Diploma holders if the contractor seeks for such help. The name of such Engineering personnel appointed by the contractor who would be supervising the works should be intimated to the tender receiving authority along with each tender. Each bill of the contractor shall be accompanied by an employment roll of engineering personnel together with certificate of the Graduate Engineer or Diploma holder employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

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

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

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

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

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

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

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

6.4 Blasting where required shall be taken up only when proper precaution have been taken for the protection of lives and property in accordance with I.S. 4081 – 1967 safety code for blasting and related drilling operations. Only persons licensed for and thoroughly conversant with the working

methods and precaution to be observed in using explosives shall carry out blasting. To avoid the danger of injury from flying debris, all personnel in a blasting area shall retreat to an adequate cover. While carrying out excavation, adequate precautions in accordance with I.S. 3764 – 1966 Safety Code for excavation works shall be taken for the safety of workers. The contractor shall have to abide by the blasting rules & regulations.

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

7. CHANGE OF ADDRESS OF CONTRACTOR:

The Contractor shall inform the Engineer and the Department any change of his postal address from time to time from the one given in the tender paper and authorize any person with due intimation to the Engineer-in-charge and the Department to receive instruction or communication from the Department on his behalf, failing which the said undelivered instructions and communications published in the notice board of the Engineer-in-charge shall be treated to be intimation to the Contractor and the same shall be binding on him. All the correspondence should be made in English.

8. ARCHAEOLOGICAL FINDINGS

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

9. CONTEMPORARY CONTRACTORS

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

10 TAXES:

(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 exclude GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time & as amended from time to time.

(c) Deduction of GST at source from each Running Account Bill for the work will be made as prescribed by Odisha Goods & Service TAX-2017 or as 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.

(e) Income Tax on the gross amount of each on going account will be recovered from the contractor towards Income Tax as advised by Income Tax Department.

11. INTEREST:

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

12. PLANS AND DRAWINGS:

The work has to be carried out in accordance with the Odisha detailed standard specification and relevant I.S. specification pertaining to the tendered items of work and specifications and special conditions appended here to Drawings will be supplied to the contractor to execute the work in general conformity therewith. These drawings will be supplemented by such additional, general and detail drawings or directions as may be considered necessary or desirable as the work progress. No claim will be entertained due to change of drawing. Where details shown on those drawings differ from the requirement of the specifications, the requirement of the specifications shall govern and the contractor shall not work without proper drawings, direction and instructions. He shall check all drawings carefully and bring to the notice of the Engineer-in-charge any error and omissions and discovered, where upon the Engineer-in-charge shall prepare revised additional drawings and specifications as may be required. All such additional general and detailed drawings will be binding on the Contractor under the same terms and conditions as provided in clauses of F2 agreement. The decision of the Engineer-in-charge with regards to specification is final, for which no compensation or claim will be entertained.

13. CONSTRUCTION PROGRAMME:

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

14. AVAILABILITY OF LABOUR:

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

15. SUSPENSION OF WORK:

The Engineer-in-charge may from time to time by written orders without in any way deviating the contract, direct the contractor to suspend the work or any part thereof at such time and the contractor shall not after receiving such written order proceed with the work or items thereof ordered to be suspended until he shall have received a written notice from the Engineer-in-charge to proceed with

the work again. Should the work be ordered to be suspended directly in the interest of safety of the work due to acts of God or major war or indirectly as a result of the contractor not complying with any of the provisions of the contract in respect of the quality of the materials, workmanship programmed of execution he shall not be entitled to claim any compensation for any loss he may be put to directly or indirectly for such suspension of work.

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

16. ITEMS NOT COVERED IN THE SCHEDULE:

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

17. FORCE MAJOR:

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

18. TOOLS AND PLANT:

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

19. HAUL ROADS:

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

20 . DEPARTMENTAL STOCK MATERIALS:

The contractor may be issued stock materials as per terms and conditions specified under Clause - 8 of F-2/P1 contract for bonafied use in the work. It shall be his responsibility to make all arrangements for proper transport, safe storage, watch and ward of materials and all other charges incidental there on. No payment shall be made on this account to the contractor separately. He shall be responsible for any loss or damage of departmental materials and machinery during transit and execution of work. The stock materials If any to be issued by the Department and details there of is annexed separately Annexure-IV.

21. CONSTRUCTION SHEDS:

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

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

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

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

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

23. SITE CLEARANCE:

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

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

25. OTHER CONTRACTORS:

Contractor's operations shall be so planned as to prevent water from his work flowing or finding way in to the neighboring reaches. In the event of water from his reach flowing or finding way into the neighboring or subsequent reaches, the respective contractor shall be liable to pay compensation towards any expenditure incurred and loss or damage sustained by the concerned contractor(s) on account of the said

reasons unless they otherwise mutually settle the issue amongst themselves. Provided that if there, by any dispute among the contractors on the account of such compensation arises, the decision of the Engineer-in-charge shall be final and conclusive and binding on concerned contractor.

26. ORDER BOOK:

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

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

27. CLAIM BOOK:

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

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

28. RULE TO VERBAL ORDER:

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

29. STATUTORY OBLIGATIONS OF CONTRACTOR:

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

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

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

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

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

30. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES:

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

31. SAFETY OF MACHINERIES:

Unusual flood may occur during the working season. In the event of overtopping or breach in the cofferdam/embankment due to such flood in the working season resulting in flooding of the working area or outside the working area, the contractor shall make his own arrangement to shift the machineries and equipments, materials etc. to a safe place at his own cost. The work shall be resumed after the floods. Necessary reconstruction of the cofferdam / embankment clearing the working area of debris and silt shall have to be done by the contractor at his own cost. Suitable

extension of time may however be granted in such eventualities at the request of the contractor, but no compensation whatsoever shall be paid in this regard.

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

(a) In the event of the death, insanity, insolvency and imprisonment of the contractor or the contractor being a partnership or firm becomes dissolved or being a corporation goes into the liquidation, the contract may be terminated by notice in writing posted at the site of work and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the contractors due to

Govt. there from at appropriate rates to the person or persons entitled to receive and given dishonor-age for the payment. (b) If the contractor becomes bankrupt or has a receiving order made against him or compound with his creditor or being a Corporation commence to be wound up not being a voluntary winding up for the purpose only an amalgamation or reconstruction or carry on its business under a receiver for the benefit of the creditors of any of them, the Department shall be at liberty. i) To give such liquidator receiver, or other person the option of carrying out the contract subject to his providing a guarantee for the due, faithful performance of the contract up to an amount to be determined by the Department. ii) To terminate the contract forthwith by notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contract may become vested and to act in the manner as per prevalent clauses of F-2 contract.

33. MEASUREMENT OF EACH WORK SHALL TAKE AS FOLLOWS:

Before commencement of work initial levels and to determine the final measurement of the work, final levels of the ground / river bed and bank or structural work as the case may be, shall be taken in presence of the contractor. The contractor will satisfy himself about the correctness of the initial and final levels entered in the level book issued by the Engineer-in-charge and in token of the acceptance of the said levels the contractor shall have to sign in each page of level book in which the said levels are recorded. Basing on these levels, the gross quantity of work executed by the contractor shall be arrived at. After completion of the work the contractor shall be given a written notice to attend the final measurement. On receipt of the notice, the contractor must have to attend the final measurement failing which the measurement ex-parte shall be taken by the Engineer-in-charge which shall be binding on the **contractor**. In case of the abandonment of work, if it is decided by the Engineer-in-charge that final measurements of executed work shall be taken, the same procedure shall be followed as in case of final measurement on completion of work. It is the responsibility of the contractor to make the site free from all problems to take measurement by the Superintending Engineer or his authorized officer. If, in the opinion of the Engineer-in-Charge, the site is not free from problem for measurement and the contractor does not take any corrective measures to get rid of same, the Engineer-in-Charge shall make the site free from problem to take the measurement at the cost of the contractor and to determine cost involved there of, certificate by the Engineer-in-Charge for the purpose, shall be conclusive and binding.

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

35. REMOVAL OF CONTRACTOR'S MEN:

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

36. DETAILS CALL NOTICE BEING PART OF CONTRACT:

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

37. FAIR WAGES CLAUSE:

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

38. LABOUR LICENSE AND REGISTRATION:

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

39. QUALITY CONTROL AND TESTING:

The quality control organization of department will conduct necessary tests to ensure specifications and quality of execution of work as per standard procedures in vogue. The testing charges of Reinforcing Bar will be borne by the contractor.

40 TESTING OF THE STRUCTURES:

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

41 DEFECTS LIABILITY:

The contractor shall be responsible to make good of the defects at his own expense, which may develop or may be noticed before the expiry of one year from the certified date of completion and which is attributable to the contractor. All notices of such defect shall be given to the contractor promptly. In case, the contractor fails to make good of the defects, the Engineer-in-charge employ other persons/ agencies to make good of such defect, and all expenses consequent thereof and incidental thereto, shall be borne by the contractor.

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

42 ENGINEER-IN-CHARGE'S DECISION:

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

43. SETTLEMENT OF DISPUTE:

If the contractor considers any work demanded of him to be outside the requirements of the contract or considers any drawing record or ruling of the Engineer-in-charge, on any matter in connection with or arising out of the contract or carrying out of work to be unacceptable, he shall promptly ask the Engineer-in-charge in writing for written instruction or decision. There upon the Engineer-in-charge shall give his written instructions or decision within a period of thirty days of such request. Upon receipt of the written instruction or decision, the Contractor shall promptly proceed without delays to comply with such instruction or decision. If the Engineer-in-charge fails to give his instructions or decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied

with the instruction or decision of the Engineer-in-charge, the contractor may within thirty days after receiving instructions or decision of the Engineer-in-charge will approach to the higher authority who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Authority shall give his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal, which shall be binding upon the contractor.

44. RESOLUTION OF DISPUTES:

- a) All claims are to be settled by a Civil Court of Competent jurisdiction by way of Civil Suit.
- b) The contractor shall not be entitled to invoke Civil Suit until and unless he has completed the work or until the Govt. has made alternative arrangements for completion of work in question as the case may be.
- c) The pendency of Civil Suit proceedings shall not dis-entitle the Government for completion of the work.

45. JURISDICTION OF COURT:

For the purpose of jurisdiction in the event of dispute, if any contractor should be deemed to have entered into within the State of Orissa and it is agreed that neither party to the contract has the right to bring a suit in regards to the matter covered by the agreement or contract at any place outside the state Orissa.

46.1. If any further necessary information is required, the Engineer-in-charge will furnish such information on written request, but it must be clearly understood that tender must be received in order and according to instruction / specifications appended herewith.

47. Deleted

48. CEMENT:

The Cement of the companies having their own manufacturing units in the State of Odisha is to be used in all works as mentioned in Technical Specification.

49. STEEL:

All Reinforcement Steel & Structural Steel shall be procured from primary producers of Steel: SAIL/RINL/TATA/JINDAL STEEL/SHYAM STEEL. In case of exigency, other brands (primary producers) of steel may be used with proper justification and prior approval of competent authority satisfying the tests as required by the BIS Code.

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

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

No re-rolled Steel shall be permitted in the works. All other specifications & guidelines of MORTH shall be complied.

In case of bridge works, expansion joints and bearings are to be procured from only specified manufacturing units approved by MORTH.

50. ROYALTY OF CONSTRUCTION MATERIALS INCLUDING DMF, EMF & ADDITIONAL CHARGE:

Royalty of construction materials including DMF, EMF & Additional **Charge** at the rate specified by the Government of Odisha from time to time will be recovered from the bills of contractor.

51. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

Building and Other Construction Workers Welfare Cess @ 1% will be deducted from the gross bill of the Contractor as per Resolution No. 12653 Dt. 15.12.2008 of Labour and Employment Department, Govt. of Odisha or as per instructions of Government received from time to time.

SECTION – 7

TECHNICAL SPECIFICATIONS

O.D.S.S (Odisha Detailed Standard Specifications) will be followed during execution of the work.