



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

E-Procurement Notice No. EE-DD-CTC-04/2026-27

Bid IDENTIFICATION NO. EE-DD-CTC-11/2026-27

**TENDER DOCUMENT
(TECHNICAL BID)
(COVER-I)**

FOR THE WORK

**Congestion, Weed Clearance of Drainage
Channel in Athagarh and Tigiria Block in
Cuttack District for the year 2026-27.**

**EXECUTIVE ENGINEER
DRAINAGE DIVISION CUTTACK**

Name of the Work : **Congestion, Weed Clearance of Drainage Channel in Athagarh and Tigeria Block in Cuttack District for the year 2026-27.**

e-Procurement Notice No. : **EE-DD-CTC-04/2026-27.**

Bid Identification No. : **EE-DD-CTC-11/2026-27.**

The bid document contains : **91 Pages.**

EXECUTIVE ENGINEER,
DRAINAGE DIVISION, CUTTACK.

Definitions

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

- a) Approved / Approval – Means approved in writing.
- b) Construction Plant – Means all equipments, appliances or things of whatsoever nature required for the execution, or completion, maintenance of the works or temporary works but do 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 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 **Executive Engineer, Drainage Division, Cuttack** 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 **Executive Engineer**, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Superintending Engineer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.
- g) Government – Means Government of Odisha, Department of Water Resources.
- h) I.S.S. / B.I.S. – Means Indian Standard Specifications / Bureau of Indian Standard.
- i) Temporary Works – Means all temporary works of every kind required for the performance of the contract.
- j) Specification – Whenever the terms “Specification” is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.
- k) Year - Means Financial Year.

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Section – 1
**DETAILED TENDER CALL
NOTICE**

ଜଳସମ୍ପଦ ବିଭାଗ, ଓଡ଼ିଶା ସରକାର ଇ-ସଂଗ୍ରହଣ ବିଜ୍ଞପ୍ତି ସଂଖ୍ୟା: **EE-DD-CTC- 04/ 2026-27**

୧. କାର୍ଯ୍ୟର ନାମ: ମୋଟ ୦୬ (ଛ) ଗୋଟି ଜଳନିକାସ କାର୍ଯ୍ୟ ।
୨. ଅଟକଳ ମୂଲ୍ୟ: ୬.୫୩ ଲକ୍ଷ ଟଙ୍କା ରୁ ୧୪.୩୧ ଲକ୍ଷ ଟଙ୍କା ପର୍ଯ୍ୟନ୍ତ ।
୩. କାର୍ଯ୍ୟ ସମ୍ପୂର୍ଣ୍ଣ କରିବା ଅବଧି: ୦୩ (ତିନି) ମାସ ।
୪. ପୋର୍ଟାଲରେ ନିଲାମ ଦସ୍ତାବେଜ ମିଳିବାର ଦିନ ଓ ସମୟ: ତା. ୨୪.୦୭.୨୦୨୬ ର ୧୧.୦୦ ଘଣ୍ଟା ରୁ
ତା. ୦୩.୦୭.୨୦୨୬ ର ୧୮.୦୦ ଘଣ୍ଟା ପର୍ଯ୍ୟନ୍ତ ।
୫. ପୋର୍ଟାଲରେ ନିଲାମ ଗ୍ରହଣ କରିବାର ଅନ୍ତିମ ଦିନ ଓ ସମୟ: ତା. ୦୩.୦୭.୨୦୨୬ ର ୧୮.୦୦ ଘଣ୍ଟା ।
୬. ନିଲାମ ଡାକିଥିବା ଅଧିକାରୀଙ୍କ ନାମ ଓ ଠିକଣା: ନିର୍ବାହୀ ଯନ୍ତ୍ରୀ, ଜଳନିକାସ ବିଭାଜନ, କଟକ, ଠିକଣା: ଗଣ୍ଡରପୁର,
କଟକ-୭୫୩୦୦୩; ଇ-ମେଲ : eeddcuttack@gmail.com.
ଅଧିକ ବିବରଣୀ ପାଇଁ ଇ-ସଂଗ୍ରହଣ ପୋର୍ଟାଲ "https://tendersodisha.gov.in" ଦେଖା ଯାଇପାରିବ ।
ଆବଶ୍ୟକ ସ୍ଥଳେ ଉଚ୍ଚ ଟେଣ୍ଡର ସମ୍ପର୍କିତ ସମସ୍ତ ବିଜ୍ଞପ୍ତି, ସୂଚନା, ଶୁଦ୍ଧି ପତ୍ର, ନାକଚ ବିଜ୍ଞପ୍ତି ଆଦି ଏହି ୱେବସାଇଟ୍
ରେ ପ୍ରକାଶ କରାଯିବ ।

ନିର୍ବାହୀ ଯନ୍ତ୍ରୀ
ଜଳନିକାସ ବିଭାଜନ, କଟକ

Dept. of Water Resources, Government of Odisha
"e" Procurement Notice No. EE-DD-CTC- 04/ 2026-27

1. Name of the Works: Total **06 (Six) Nos.** Drainage work.
2. Estimated cost: **Rs. 6.53 lakh. to 14.31 lakh.**
3. Period of Completion: **03 (Three) months.**
4. Date and time of availability of bid document in the portal: From **11.00 hours of 24.06.2026 to 18.00 hours of 03.07.2026.**
5. Last date/time for receipt of bids in the portal: **03.07.2026 of 18.00 hours.**
6. Name and address of the Officer inviting Bid: Executive Engineer, Drainage Division, Gandarpur, Cuttack- 753003. e-mail Id: - eeddcuttack@gmail.com.

Further details can be seen from the e-Procurement portal
"https://tendersodisha.gov.in"

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE EXECUTIVE ENGINEER,
DRAINAGE DIVISION, CUTTACK- 753003.
INVITATION FOR BIDS

E-PROCUREMENT NOTICE NO. - EE-DD-CTC- 04/ 2026-27

The Executive Engineer, Drainage Division, Cuttack on behalf of Governor of Odisha invites on-line **percentage rate tender** through e-procurement in **Single** for execution of below mentioned work under **Different head**. The bids should be submitted by eligible Class of Contractors as at Column-04 registered / empanelled with state Government of Odisha & Contractors of equivalent grade / class registered with other State Governments / Central Government / Government undertakings / MES / Railways / other statutory authorities for execution of works to be eventually drawn in P-1 form through on-line in the Government website www.tendersodisha.gov.in. The bidders should have necessary portal enrollment (with own digital signature certificate). The registered bidders outside of Odisha state can also participate in this on-line tender process after necessary portal enrollment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month of acceptance of bid. The bidders registered outside the state are required to submit an under taking in the form of an affidavit, that they are not registered under the GST act as applicable from time to time in the state of Odisha as they have not started any business in the state and they have no liabilities under the Act.

| Sl. No. | Name of Works | Tender Amount (excluding G.S.T) | Class of Contractor | Bid Security/ EMD (Rs.) (to be remitted online) | Cost of Tender document (Rs.) (excluding G.S.T) | Period of Completion | Remarks |
|---------|--|---------------------------------|---------------------|---|---|----------------------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1. | Clearance of Drainage Congestion from different Drainage Channels in Banki and Dampada Block of Cuttack District for the year 2026-27. | ₹ 6,53,016.00 | "C" | 6,550/- | 4,000/- | 03 (Three Calendar) months | Single Cover |
| 2. | Congestion, Weed Clearance of Drainage Channel in Badamba and Narasinghpur Block in Cuttack District for the year 2026-27. | ₹ 6,70,908.00 | "C" | 6,750/- | 4,000/- | 03 (Three Calendar) months | Single Cover |
| 3. | Congestion, Weed Clearance of Drainage Channel in Athagarh and Tigiria Block in Cuttack District for the year 2026-27. | ₹ 6,88,380.00 | "C" | 6,900/- | 4,000/- | 03 (Three Calendar) months | Single Cover |
| 4. | Construction of farm land Hume pipe Culvert over Balijhari drain near village Haripur of Badamba Block. | ₹ 12,71,580.00 | "C" | 12,750/- | 6,000/- | 03 (Three Calendar) months | Single Cover |
| 5. | Construction of trough wall over Kamarpada LD at back side of Petrol Pump under Cuttack Sadar Block. | ₹ 12,94,012.00 | "C" | 12,950/- | 6,000/- | 03 (Three Calendar) months | Single Cover |
| 6. | Construction of Slope protection wall in Rampa drain near village Paikasahi under Cuttack Sadar Block. | ₹ 14,31,162.00 | "C" | 14,350/- | 6,000/- | 03 (Three Calendar) months | Single Cover |

1. The Bid must be accompanied with required EMD to be remitted on-line/ Bid security amount specified for the work which shall be paid online failing which the bid is liable for rejection.
2. The cost of bid paper (non-refundable) is to be remitted online in web-site at the time of submission of Bid.
3. Mode of Bid / Period of availability of bid on-line / date and time of bidding on-line / Last date of seeking clarification / date of opening of bid papers are given below.

| Procurement Officer | Bid Identification No. | Availability of Tender On – Line | | Last date & time for seeking tender clarification in e-Procurement portal | Date & Time of Opening of Bid | Place opening |
|--|---|----------------------------------|------------------------|--|-------------------------------|--|
| | | From | To | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Executive Engineer, Drainage Division, Cuttack | EE-DD-CTC No.09/ 2026-27 to 14/ 2026-27 | 24.06.2026 11.00 AM. | 03.07.2026 18.00 hours | From 24.06.2026 11.00 AM. to 02.07.2026 up to 6.00 PM. during office hours | 04.07.2026 at 11.30 AM. | O/o the Executive Engineer, Drainage Divn., Gandarpur, Cuttack |

4. The **Technical Bid (Part-I)** consisting of qualification, information and eligibility criteria of bidders, plans, specification are available in web-site www.tendersodisha.gov.in and should be submitted in www.tendersodisha.gov.in furnishing with all scan copies of affidavit, valid registration certificate, valid GST clearance certificate, PAN card, Bid security (EMD), No relation certificate. Affidavit about the authenticity of documents on “on-line” are mandatory along with bid document otherwise his / her bid shall be declared as non-responsive and thus liable for rejection.
5. The **Financial Bid (Part-II)** consisting of Bill of Quantities (BOQ) is available in web-site www.tendersodisha.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site as per Column No.04 of the bid “on-line” for bidding. Interested bidders may obtain further information, if any required, at the web-site www.tendersodisha.gov.in.
6. Last date for seeking clarification will be as per Column No.05 in the Office of the Executive Engineer, Drainage Division, Gandarpur, Cuttack–3, Odisha.
7. The bid for the work shall remain open for acceptance for a period of **90 days** from the date of opening of the bids. If any bidder withdraws his bid before the said period or makes any modification in the terms and condition of the bid, the EMD deposit at the time of submission of tender shall stand forfeited.
8. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a contractor for a period of two years after his/her retirement from Government service, without permission of Government.
9. The original documents of lowest successful bidder such as Registration Certificate, valid GSTN Certificate, PAN and all affidavits should be produced for verification. In the eventuality of failure to produce the original documents, he will be debarred in future in participating in tender for 3(three) years and will be blacklisted.
10. Any addendum / corrigendum /cancellation of above tender will be published in the web-site www.tendersodisha.gov.in, and in the notice board.
11. Bid document consisting of qualification, information and eligibility criteria of bidders, plans, specification and schedule of quantities of the works are available in web-site www.tendersodisha.gov.in.

12. Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding document which is available in web-site www.tendersodisha.gov.in.
13. 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 (**Communicated vide OM No- 0776460022025-173/W Dated 03.01.2026 of the Works Department, Govt. of Odisha**).
- Additional performance security 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.
- (g) If more than one bid is found to be lowest, the tender accepting authority will finalize the tender through a transparent lottery system. If the 1st lowest bidder does not turn up for agreement after finalization of tender, then he/she shall be debarred from participation in bidding for three years & action will be taken to black list the contractor as per codal provision in Appendix-IX (A) of OPWD-Vol.-II regarding e-procurement vide Office Memorandum No.7885/W Dated 23.07.2013 clause No.22.3.

14. The applicable Additional Performance Security (APS) in shape of **N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account / KISSAN Vikas Patra / Term Deposit Receipt of National Scheduled Bank / Bank Guarantee** in favour of the Executive Engineer, Drainage Division, Cuttack from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / **e-Bank Guarantee executed on the National e-Governance Service Limited (NeSL) Digital Document Execution Portal** within 7(seven) days of issue of Letter of Acceptance (LoA) by the Executive Engineer, Drainage Division, Cuttack (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder. (As per Works Department office Memorandum No.14459/W dated 20.09.2018) & 1499/W dated 01.02.2023.
15. The bidders shall furnish an affidavit at the time of submission of the bid, about the authentication of the tender documents.
16. Engineer contractor desirous to avail the exemption of EMD is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year. The name of work for which and the authority to whom the tenders have been submitted, must be mentioned in the affidavit & he should produce his original registration certificate at the time of opening of tender failing which the tender will be rejected.
17. The authority will not be responsible for system failure, malfunction of internet or traffic jam. Bidders are advised to submit their bids well in advance within the stipulated period.
18. For a particular work a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular work will be liable for rejection of all such tender papers of the concerned bidder.
19. The single tender received in the first call shall be cancelled without opening the bid. The acceptance of the single tender received even after retendering should have prior approval of next higher authority vide O.P.W.D. Para-3.5.18 of Office Memorandum No. 16/W dated 01.01.2015.
20. Authority reserves the right to reject any or all the tenders without assigning any reason thereof.
21. Any tenderer desirous to avail any facility as per certain circular / order of Govt. have to apply for the same in writing and has to furnish scanned copy of the application with copy of circular along with the tender paper in portal, failing which request at later stage will not be considered.
22. If office happens to be closed on the opening day due to any reason the tender will be opened on the next working day at the same time and venue.
23. The bidder should mention his detail address and **phone no. & e-mail ID** in the separate sheet for communication regarding the tender.
24. Tender will be accepted if registered under CDMS Portal only as per Codal provision. Registration in any other manner will be cancelled.
25. All revised Rule, Regulations, Govt. Circulars will be abided as per OPWD Code.
26. The Engineering Contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his power of Attorney Holder.
27. Contact within the office hours for seeking tender clarification in the **Mob. No.8763937101/9437447205**

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE EXECUTIVE ENGINEER,
DRAINAGE, CUTTACK, GANDARPUR-753003
INVITATION FOR BIDS (IFB)**

BID IDENTIFICATION NO. EE-DD-CTC-11/2026-27

The Executive Engineer, Drainage Division, Cuttack on behalf of Hon'ble Governor of Odisha invites on-line Percentage Rate tender through e-procurement for execution of the work mentioned below under DIP. The bid should be submitted on-line in the Government website www.tendersorissa.gov.in by eligible class of contractors as mentioned below registered with State Governments / Central Government / Government undertakings / MES / Railways / other statutory authorities for execution of works to be eventually drawn in P-1 form through on-line in the Government website www.tendersorissa.gov.in. The bidders should have necessary portal enrolment (with own digital signature certificate). The registered bidders outside of Odisha State can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month of acceptance of bid.

1. Name of work : **Congestion, Weed Clearance of Drainage Channel in Athagarh and Tigiria Block in Cuttack District for the year 2026-27.**
2. Class of contractor : **"C" Class (Odisha PWD or relevant class of other licensing Authority).**
3. Approximate value of work : **₹ 6,88,380.00**
4. Time for completion : **03 (Three) Calendar months.**
5. EMD/ Bid Security Required : **₹ 6,900/- (To be remitted online)**
6. Cost of tender paper : **₹ 4,000/-** per set (Nonrefundable) only to be remitted/ transferred online as mentioned in Detailed Tender Call Notice with the Technical Bid (Cover-I).
7. Mode of submission of Tender. : Tender should be submitted on-line in www.tendersorissa.gov.in
8. Period of availability of tenders on-line/ date of time of bidding on-line/ last date of seeking clarification/ date of opening of tender papers. : Details as follows: -

| Procurement officer. | Bid Identification No. | Availability of tender on-line for bidding | | Last date & time of seeking tender clarification | Date & time of opening of Technical Bid |
|--|-----------------------------|--|-------------------------------|--|---|
| | | From | To | | |
| Executive Engineer, Drainage Division, Cuttack | EE-DD-CTC-11/2026-27 | 24.06.2026 11.00 hours | 03.07.2026 18.00 hours | 02.07.2026 up to 06.00 P.M. | 04.07.2026 at 11.30 A.M. |

Each set of bid document contains Technical Bid (Cover-I) and Price Bid (Cover-II) i.e. an intelligent bill of quantity in MS Excel format. The cover-I bid will be opened **on 04.07.2026 at 11.30 hours in the O/o Executive Engineer, Drainage Division, Cuttack** in presence of the tenderer or their authorized agents. The bidders and guest users can view the

summary of opening of Bids from any system. Contractors are not required to present during the bid opening at the opening location if they so desire. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.

9. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in excel format (or as specified in the portal) in appropriate place.
 10. No tenderer will be permitted to furnish their tender in their own manuscript.
 11. Bid Security / EMD @ 1%, of the amount put to tender i.e. ₹ 6,900/- for Bid Identification No.EE-DD-CTC-11/2026-27 as per OM No-18138 dated 5/12/18 must be accompanied with tender.
 12. The lowest preferred bidder is required to produce documents in original i.e. Registration Certificate (R.C.), valid GST Registration Certificate, GSTIN, PAN Card, Affidavit regarding authenticity of the tender documents, certificate issued by the competent authorities required for fulfilling eligible criteria as specified in the bid document. NRC along with ownership and hiring of plants and machineries etc which were uploaded in the e-procurement portal during submission of tender to the inviting authority within the stipulated period i.e. within 5 days from date of opening of financial bid /lottery as applicable for verification. Bidder has to submit the original affidavit regarding authenticity of the documents to the inviting authority.
 13. (a) Providing facilities to the Engineer Contractor
 - i) As per works Department No.FR-11/2001/10003/00 Bhubaneswar dt. 24.5.2001, 5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.
 - ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.
 - (b) Adjustment of earnest money given with other tenders previously and submitted in other tenders shall not be entertained.
 - (c) Engineering Contractor desirous to avail EMD exemption have to submit affidavit to the effect that they have not yet availed 03(three) nos. of EMD exemption during the financial year 2025-26 and to upload the same in the e-procurement portal. He has to show the original registration certificate to the tender inviting authority as and when required for confirmation. The Financial Year means the year of bid invitation. The bid will be liable to be disqualified for non-submission of affidavit in support of EMD exemption in the manner mentioned above.
 - (d) The local Micro, Small and Medium Enterprises (MSME) will not be allowed for exemption of Bid Security / EMD at the time of participation in Tender with effect from 05.03.2025 vide O.M. No.4281 Dt.05.03.2025 of Govt. of Odisha, Works Department.
14. The work is to be completed in all respect within 03 (Three) calendar months from the date of issue of work order.
 15. The plans specifications and scope for the work can be seen in the office of the **Executive Engineer, Drainage Division, Cuttack** during any working days.
 16. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all documents which form part of the agreement to be entered into by the accepted tenderer and detailed

specifications for Odisha and other relevant specifications and drawings which are available with the tender document or with the **Executive Engineer, Drainage Division, Cuttack**. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.

17. The bidder can resubmit his bid through online e-procurement mode out of which the system shall consider only the last bid submitted to the portal.
18. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and foodstuff etc. In every case the materials must comply with the relevant specifications. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

The tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, leads, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work. The estimated cost is excluding GST. The rate of item basing on which estimate cost has been derived are excluding GST of different components to arrive such rates. As applicable the rate of items are inclusive of EMF, DMF& additional charges of the queries as fixed by the District Collector & Magistrate, amount of which has to be deducted from each RA bill as similar as incase of royalty.

20. Each tenderer must quote a definite percentage upto two decimal points. Tenders containing indefinite terms such as estimated rates or schedule of rates or percentage basis will not be considered.
21. BOQ in MS Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the rates in figures at the appropriate locations. The total amounts shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form. Bidders are to submit only the original BOQ updated by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission shall lead to cancellation of bid. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.
22. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.
23. If any further necessary information is required the bidder can seek clarification on the bids within 7 days from the start of sale of bid document i.e. **02.07.2026 up to 6.00 P.M.** The employer is responsible for the queries raised by the bidder will be posted in the portal.
24. The bidder shall submit the documents in the designated locations of technical bid (Cover-I) and Financial bid (Cover-II). Submission of bid documents shall be effected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been

- uploaded he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. Clarity of the document may be ensured by taking out a sample printing.
25. All royalties payable, Income taxes & Surcharges as applicable will be borne by the contractor as admissible. It is implied that the quoted rates are inclusive of such elements.
 26. Labour Welfare Cess @ 1% will be deducted from the work bill of the contractor as per resolution No. 12653 dt. 15.12.2008 of Labour & Employment Department, Government of ODISHA
 27. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
 28. Conditional tenders will not be taken in to consideration.
 29. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
 30. It is allowed to modify the bid through the e-procurement portal. The bidder shall have to log in the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and latest bid only will be admitted. But the bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.
 31. Withdrawal of bid is also allowed in the e-procurement portal. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this he has to write a letter addressed to officer inviting the bid and upload the scanned document from the portal in respective bid. The system shall not allow any withdrawal after expire of the closure of the bid.
 32. The e-procurement portal system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.
 33. All tenders received will remain valid for 90 days from the date of opening of the tender and validity of tenders can also be extended if required without any monetary compensation.
 34. **No Relation Certificate**
The contractor shall have to furnish no relation certificate in attached form along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer and above in the State P.W.D. or Under Secretary and above in the Water Resources Department., If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and he/she shall be liable to make good the loss or damage resulting from such cancellation. **Failure to submit in prescribed format (Form-A) as enclosed in bid document is liable for rejection of tender.**
 35. The tender may not (at the discretion of the competent authority) be considered unless accompanied by attested true copies of Registration of Firms/S.S.I. unit/ EPM rate contract holder certificate, PAN Card, valid GST Registration Certificate GSTIN as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender. Attested true copy of work done certificate is to be furnished

- along with the tender obtaining from the Superintending Engineer concerned.
36. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and condition of O.P.W.D. code.
37. The EMD will be forfeited in any of the following cases.
- a) If the bidder withdraws the bid after bid opening during the period of bid validity.
 - b) If the bidder does not accept the correction of the bid price.
 - c) In the case of a successful bidder if the bidder fails within the specified time limit to
 - (i) Sign the agreement or
 - (ii) Furnish the required performance security.
 - d) If any of the statements, documents, certificate uploaded by the bidder through e- procurement portal, is found to be false / fabricated / bogus; the bidder will be black listed and his EMD / Bid Security will be forfeited.
38. If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But, if more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned SE/Executive Engineer of concerned Division and DAO will remain present. (Work Department Memorandum No. 1437, Bhubaneswar dated 31.01.2023)
- The time and venue of the lottery shall be uploaded in the tender Portal at the time of uploading Financial bid summary sheet.
39. The tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender make an **Initial security deposit @2% of the accepted tender amount** in shape of **N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account / KISSAN Vikas Patra / Term Deposit Receipt of National Scheduled Bank / Bank Guarantee** in favour of **Executive Engineer, Drainage Division, Cuttack** from any Nationalized / Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D. / Initial Security Deposit / any other Security Deposit from the Contractor or Supplier and sign agreement in the P.W.D. form No.P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the **Executive Engineer, Drainage Division, Cuttack**. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt.
40. 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 (**Communicated vide OM No- 07764600022025-173/W Dated 03.01.2026 of the Works Department, Govt. of Odisha**).

Additional performance security 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.
- (g) If more than one bid is found to be lowest, the tender accepting authority will finalize the tender through a transparent lottery system. If the 1st lowest bidder does not turn up for agreement after finalization of tender, then he/she shall be debarred from participation in bidding for three years & action will be taken to black list the contractor as per codal provision in Appendix-IX (A) of OPWD-Vol.-II regarding e-procurement vide Office Memorandum No.7885/W Dated 23.07.2013 clause No.22.3.
- (h) The applicable Additional Performance Security (APS) in shape of **N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account / KISSAN Vikas Patra / Term Deposit Receipt of National Scheduled Bank / Bank Guarantee** in favour of the Executive Engineer, Drainage Division, Cuttack from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / **e-Bank Guarantee executed on the National e-Governance Service Limited (NeSL) Digital Document Execution Portal** within 7(seven) days of issue of Letter of Acceptance (LoA) by the Executive Engineer, Drainage Division, Cuttack (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited.

Further, proceeding for blacklisting shall be initiated against the bidder. (As per Works Department office Memorandum No.14459/W dated 20.09.2018) & 1499/W dated 01.02.2023.

41. The **security** will be refunded after one year on completion of the work in all respect provided the final bill is passed and will not carry any interest.
Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref. works Deptt order No. 17823/WE dt. 11.10.2006.
42. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone both physical and financial 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 as per condition of contract (section-4)
43. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
44. The date of commencement of work shall be as notified in work order.
45. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
46. On no account, the contract work should be sublet to anybody without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.
47. The authority reserves the right to make such increase or decrease in quantity of items of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/ vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.
49. That for the purpose of jurisdiction in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
50. Under section12 of contract labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (labour license) to start the work.
51. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.
52. Contractor is required to abide by the fair wages clauses as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work.
53. In case of any complaint by the labourer about the non-payment of his wages as per latest minimum wages Act., the Superintending Engineer will have the right to investigate and if the contractor is found to be at fault, Superintending Engineer may recover such amount due in any form from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the Superintending Engineer is final

- and binding on the contractor.
54. The contractor will have to submit the **Executive Engineer, Drainage Division, Cuttack** monthly return of labour both skilled and unskilled employed by him on the work.
 55. The contractor should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.
 56. No compensation will be paid by the Department for any damage done by rain, flood, cyclone & earthquake tide or by any other natural calamities during the execution of the work.
 57. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.
 58. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing order No.44150 dated 25.1.1957.
 59. The tenderer shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, royalties and other charges of materials & all other taxes including ferry tolls, conveyance charges and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, diversion road and its maintenance till completion of work required by the tenderer for collection of materials, storage housing of staff other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work. GST on works contract as applicable at the time of payment of R/A bill shall be paid extra over the gross amount of R/A bill.
 - (b) Labour camps or hutments including conservancy and sanitation arrangements upto the satisfaction of the local health authorities should be arranged by the contractor.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the municipal canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the workmen compensation Act.
 - (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
 60. In case of delay in acquisition of land handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.
 61. If a contractor removes any Govt. material or stores supplied to him from the site of the work in contravention of

- the provision of this clause with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of this contract be liable to pay penalty equivalent to (5) five times of the price of the materials cost. The penalty so imposed shall be recoverable at any time from the sum that may be due then or at any time thereafter become due to the contractor or from his security deposit or from his other available dues with the Department.
63. Over and above these conditions including the Technical specifications the terms, conditions, rules and regulations and specifications laid down in I.S.I. code are also binding on the part of the contractor.
64. Deduction of income tax at source and surcharge on income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time(**present rate**.....+ surcharge).
65. (a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.
- (b) The rates quoted by the contractor in the tender for works shall exclusive of GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time.
- (c) Deduction of GST at source will be made from each running account bill for the work prescribed by Odisha Goods & Service Tax Act-2017 or amended from time to time.
- (d) 1 % (One percent) of the gross amount of the bill will be deducted from the contractor bill towards labour cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
66. 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.
67. Schedule of quantity accompanies the tender notice: It shall be definitely under stood that the Government do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omissions, deductions, additions or alternations shall in no way invalidate/ vitiate the contract and no extra monetary compensation will be entertained.
68. Sample of stone, metal, chips, sand, cement, moorum etc. to be used are to be deposited noting the quarry under dated initial of the tenderer in the Office of the Concerned **SDO, Drainage Sub-Division No.III, Athagarh** before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.
69. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rate will be paid on actual analysis approved by the competent authorities prevailing during the period of execution of work.
70. All preliminary works such as vats, mixing platforms etc are to be done by the contractor at his own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be for finished items of works inclusive of such incidental items of works.
71. After the work is finished all surplus materials and debris's should be removed from 100 Mtr. clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises shall be made neat and clean and this is inclusive of the rates quoted by

- him.
72. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels whenever required at his own cost.
73. The contractor should arrange necessary tools and plants such as Pumps, Excavator, Trucks, compressors, Tippers, batching plants, Concrete Mixer, steel shutter plates etc. required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.
74. In the event of delay in supply of design reasonable extension of time shall be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.
75. Under no circumstances, interest is chargeable for the dues or any additional dues, if any payable for the work.
76. **An affidavit shall be furnished by the contractor** at the time of submission of tender paper about the authentication of tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid. The affidavit in original is to be produced before the officer inviting tender after opening of the tender positively.
77. Prediction of flood/monsoon Damage:
The contractor shall make his own arrangement at his cost to shift the machineries, equipment's, materials, labourer and departmental machineries if hired by the contractor to a safe place prior to flood. The work shall have to be resumed after the flood come to normal. No extension of time for the completion of the work may be considered by the Department if the discontinuance of the work is beyond the reasonable attempts of the contractor to such eventualities.
78. The debris, sand and other materials, accumulated in the work area during flood shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled up with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid again. The contractor will have to re-excavate the same at his own cost.
79. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against any damages either during working season or during the flood. The department accepts no liability, what so ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.
80. The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against such eventuality till completion and handing over the entire work to the Department.
81. In case of discrepancy revealed between **P₁ form** and Detailed Tender Call Notice, condition in P₁ form shall prevail over the Detailed Tender Call Notice.
82. No claim for idle labour etc. on any account will be entertained by the Department.
83. The clause of printed form of **P₁ contract** with latest addition/ deletion/ corrections/ substitution etc. will also be binding.

84. If the 1st lowest bidder does not turn up for agreement after finalization of tender, then he shall be debarred from participation in bidding for three years & action will be taken to black list the contractor as per Codal provision in Annexure-II of Amendment to Para-3.4.14 Note-I of OPWD Code Vol-1.
85. Engineering contractor who is desirous to avail the facility of exemption of EMD is required to submit the affidavit (Duly signed by the Oath taking Commissioner/Notary) in online to the effect that he/she has not yet availed the facility for more than two works already awarded to him/her during the current financial year, failing which the tender will be liable for rejection.
86. **GENERAL INSTRUCTION TO CONTRACTORS (as per DOWR letter No.20415 dt.14.09.2015)**
- (a) Any agency or contractor executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti, Chaiti Parab, Danda Nata or any such festivals which may effect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.
 - (b) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
 - (c) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is un-usually 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. Kharif / 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) (not attributable to the agency).
87. Removal of contractor's men
The Engineer in-Charge shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor in or about the execution or maintenance of the works, who in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Engineer to be undesirable and such person shall

not be again employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Engineer in-Charge.

88. BRIBERY AND COLLUSION

The Employer shall be entitled to terminate the contract and recover from the contractor the amount of any loss resulting from such termination if the contractor shall have offered or given to any person any gift or consideration of any kind as an inducement or regard for doing, or for agreeing to do, any action in relation to obtaining, or in the execution of the contract or any other contract with the Employer for showing favor to any person in relation to the contract or any other contract with the Employer, or if any of the like acts shall have been done by any person employed by the contractor or acting on his behalf (whether with or without the knowledge of the contractor) , or if the contractor or number of contractors whereby an agreed quotation or materials shall be offered as a bid to the employer by one or more Contractors.

89. THE CONTRACTOR HAS TO MENTION PERCENTAGE EXCESS OR LESS OVER THE AMOUNT PUT TO TENDER.

90. The contractor will write percentage excess or less up to two decimal point only if he writes the percentage excess or less up to more than two decimal point, the two decimal point shall only be considered without rounding up.

91. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Letter No.4985/W dt.28.03.2007.

92. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority as per Works Department Memorandum No.16 dt.01.01.2015.

93. Joint ventures are not allowed in this tender.

94. Imposition of penalty in EOT / Deviation in case of complete / incomplete work will be as per the DOWR Letter No.699 dt.07.01.2021.

95. There will be no defect liability period for dredging works however, the agency has to follow basic principles of dredging to minimize siltation of dredged area.

96. Certificate / performance record issued by the Engineer-in-Charge (Divisional Officer) to State PSUs and Experience Certificate issued by State PSUs to their Sub-Contractor, shall be taken into consideration, while examining qualifying criteria. The Experience Certificate issued by the state PSUs must carry the counter signature of the concerned Engineer-In-charge not below the rank of Executive Engineer/ Superintending Engineer. In that case, both the original State PSUs and the authorized Sub-Contractor will be treated as per prime contractor.

97. While determining the validity of tenders the following points shall be taken in to consideration by the authority empowered to accept tenders and his decision in the matter shall be final.

- (a) Any special condition which does not find place in the tender notice and which are not acceptable.
- (b) Indefinite conditions which will make it difficult for access to the financial implications.

- (c) Tenders being incomplete in some important respects.
 - (d) Incomplete schedule of time for completion of the work.
 - (e) Failure to furnish the specified bid security.
 - (f) Tendered rates being unduly low and unworkable.
98. The bids of the technically qualified bidders will be opened for evaluation of the price bid.
99. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender.
100. The documents as per checklist and/or as requested to be submitted with the tender, failing which bid will not be considered for evaluation.
101. Defect Liability-The contractor shall be responsible to make good at his own expense, any defect which may develop or may be noticed before the expiry of twelve months 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 the defects, the **Executive Engineer, Drainage Division, Cuttack** may employ other persons to make good 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 thirty six months from the actual date on which portions of the works are taken over.
103. Any balance of the security money outstanding after completion of the contract with the bidder may be made up by deduction of 5% of the amount of each payment to be made to him under clause of the condition of contract for work done under the contract
104. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Address of Communication:

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Ph. No. (EE., DD, Cuttack) - 7077097663
[Email id- eeddcuttack@gmail.com](mailto:eeddcuttack@gmail.com)**

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE EXECUTIVE ENGINEER,
DRAINAGE DIVISION, GANDARPUR, CUTTACK-753003
INVITATION FOR BIDS (IFB)

BID IDENTIFICATION NO. EE-DD-CTC-11/2026-27

1. The work is to be completed in all respect within **03(Three) month**
2. Schedule of quantities are accompanied in DTCN. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monitory compensation, will be entertained.
3. Tenderer, whose tender is accepted must submit “programme of work” at the time of execution of agreement in prescribed format for approval of Engineer-in-charge.
4. As Goods and Service Tax has come into force with effect from 01.07.2017, GST as applicable will be paid extra after gross bill amount prepared vide Section-51 and Section-142 (11-C) of Odisha Goods and Service Tax Act 2017.
5. (a)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 with stipulation that the rates will not be less than the rates provided in the sanctioned estimate of the work. **The rates for Royalty, additional charge for miner minerals (as per Gazetted Notification dated 02.02.2026 of Steel & Mines Department, Govt. of Odisha), Environment Management Fund (EMF), District Mineral Foundation (DMF), and any other applicable statutory charges shall be adopted as per the provisions of the Odisha Minor Mineral Concession (OMMC) Rules, as amended from time to time.**

(b) Cost of empty cement bags as per consumption for the work will be recovered from each running bills/ final bill at prevailing Schedule of Rate, Govt. of Odisha.
The rate of royalties adopted in the sanctioned estimate of the work is as follows: -
 1. **Earth/ Sand/ Moorum – Rs. 35.00/ Cum.**
 2. **Stone & stone product – Rs. 130.00/Cum.**

6. All the measurement of earthwork is to be done by level section measurement, which will be accepted by contractor from time to time. Prior written approval of the **Executive Engineer** will be taken in case of pit measurement with size of pits etc. where level section measurements cannot be made.
7. For section measurement, levels will be taken in presence of the contractor at suitable interval and will be recorded in the level book before commencement of the work. The level should be accepted by the contractor and initial section be signed by him in token of acceptance. The final levels will be taken after completion of the work in presence of the contractor on the same position, as in the case of initial level. The measurement of earth work for filling sections will be recorded on finished compact section and payment will be made on level sections only as mentioned in the BOQ.
8. The measurement of fine dressing & turffing will be taken after satisfactory full growth of the turf and as well as survival of turf.
9. Borrowing earth is the entire responsibility of the contractor. No extra cost will be considered for whatsoever reason.
10. The language of all bidding documents and bidding process shall be in English for all purposes. The bid submitted in any other languages except English shall not be accepted.

Section - 2
INFORMATION AND
INSTRUCTION TO TENDERERS

SECTION-2

Government orders

- Letter No-699 dated 07.01.2021 of DoWR, Govt. of Odisha.
- Office Memorandum No-4909/W dated 12.03. 2026 of Works Department, Govt of Odisha.
- Office Memorandum No-4718/W dated 11.03. 2026 of Works Department, Govt of Odisha.
- Proceedings of the meeting on Tender related matters of Department of Water Resources held on 20.10.2020 at 3.30 PM through virtual conference.
- Office Memorandum No-173/W dated 03.01.2026 of Works Department, Govt of Odisha.
- Office Memorandum No-1739 dated 03.02.2023 of Works Department, Govt of Odisha.
- Office Memorandum No-4281 dated 05.03.2025 of Works Department, Govt of Odisha.
- Office Memorandum No-18138 dated 05.12.2018 of Works Department, Govt of Odisha.
- Letter No-01 dated 01.01.2019 of DoWR, Govt. of Odisha.
- Guidelines/ Procedures of e-Procurement Appendix-IX (A) of OPWD Code Vol-II
- Office Memorandum No-12366 dated 08.11.2013 of Works Department, Govt of Odisha.
- Office Memorandum No-16 dated 01.01.2015 of Works Department, Govt of Odisha.
- Electronic Receipt, Accounting and Reporting of cost of Tender Paper and Earnest Money Deposit on Submission of Bids (As per Office Memorandum No-17254 Dated 05.12.2017 of Works Department, Government of Odisha)

The provisions in above Office Memorandum / Letters of DoWR / Guidelines/Procedures of e-Procurement Appendix-IX (A) of OPWD Code Vol-II to be followed.

1. Preparation of Tender Documents

The intending bidder shall log in to the e-procurement portal identified as <http://tendersorissa.gov.in> and download the Technical Bid (Cover-I) and Price Bid (Cover-II) in shape of a bill of quantity in MS Excel format. As per the requirement of the bid document the bidder will fill up the required informations and fill up the percentage in figures on the bill of quantity in MS Excel sheet. The bidder is to scan his registration certificate, valid GST Certificate, GSTIN, PAN Card, Affidavit, No relation certificate and certificate issued by competent authorities required for full filling the eligibility criteria specified in the bid document for the work. The bidder is also required to scan the other documents as specified in the bid document.

2. Method of submission of Tender Documents

2.1 The bidder shall upload the scanned copy / copies of the documents and information as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location technical bid (Cover-I) 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 (Cover-II).

The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required information as per bid document instead of submitting the entire 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 will be forfeited.

2.2 The information required as per bid documents may be provided in the specified format annexed to the bid document.

2.3 If the intending bidder is an individual, the documents shall be digitally signed by the individual while uploading the tender through e-procurement portal.

2.4 If the intending tender is a proprietary firm, it shall be digitally signed by the proprietor while uploading the tender through e-procurement portal.

2.5 If the intending bidder is a firm in partnership, it shall be digitally signed by a partner holding the power of attorney to bidder or to the firm in partnership in which case a certified copy of power of attorney shall accompany in the technical bid documents.

2.6 If the intending bidder is a limited company or Corporation, it shall be digitally signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney bidder shall accompany.

2.7 All witness and sureties shall be of person of status and probity and their full names,

occupation and address shall be stated below in the appropriate place.

2.8 The agency will install display board mentioning information about the work at worksite after drawl of the agreement at his own cost.

2.9 The period of execution is **03 (Three) calendar months.** Codal / contractual provisions regarding Price adjustment in Works contract is applicable as per O.M No-15847/W dated 19.11.2019 of Works Deptt., Govt. of Odisha.

2.10 **If any further necessary information is required the bidder may seek clarification on the bids within 07 days from the date of sale of bid document.**

3. Opening of Tender Documents.

The bids will be opened on 25.06.2026 at 11.30 hours by the openers in the Office of the Executive Engineer, Drainage Division, Cuttack in the presence of bidders or their authorized representative, who wish to be present. The bidders and guest users can view the summery of opening of Bids from any system. Contractors are not required to present during the bid opening at the opening location if they so desire. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.

4. Minimum Qualifying Criteria

Not required as per Govt. of Odisha, DOWR Letter No.25643/WR dated 03.11.2016.

- a) The Contractor / Firm has/have to furnish affidavit along with the Bid in support of authenticity of the tender documents / blacklisting / validity of registration certificate etc. as per **Annexure-A.**
- b) Affidavit should be furnished by Engineer Contractor / S.C. / S.T. Contractors / etc. for availing exemption / relaxation of E.M.D. facilities as per rules. Such bidders have to upload documentary evidence towards his eligibility for such exemption along-with Bid.

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.

Section – 3
GENERAL RULES & DIRECTIONS

ODISHA PUBLIC WORKS DEPARTMENT

(FORM P-1)

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

1. The work proposed for execution by contract will be notified in a form of invitation to bid pasted on a board hung up in the office of the **Executive Engineer, Drainage Division, Cuttack**.

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 bids also the amount of earnest money to be deposited and the amount of the security deposit by the successful bidder 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 bid signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer / Executive Engineer during office hours.

2. In the event of the bid 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 bid 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 bided 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 / Executive Engineer before the tender form is issued. If a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his bid.
5. The amount of earnest money to be deposited will be 1%.
6. Any person who submits a bid shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete bid and bid rate he / she willing to undertake each item of the work specified in the said form of invitation to bid of which contains any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by the required earnest money will be liable to rejection. No single bid shall include more than one work, but contractors who wish to bid for two or more work shall submit a separate bid for each bid. Tender shall bear the name of the work to which they refer written outside the envelope, cash deposited for earnest money therein before mentioned shall be made in Government treasuries and the Challan thereof should be enclosed with the bid.
7. The Engineer or his duly authorized assistant will open the bid in the presence of any intending contractors who may be present at the time and will enter the amounts of the several bids in a comparative statement in a suitable form. In the event of bid being unsuccessful the earnest money forwarded therewith shall thereupon be returned to the bidder.
8. The Engineer shall have the right of rejecting all or any of the bids.
9. In the event of a bid being selected for acceptance the Engineer who opened the bids will, if he is competent to accept the bid, inform the bidder of the selected bid who shall there upon sign copies of the specification and other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the bid. The bidders of the selected bid shall also deposit the required amount of the security money within the prescribed time. If the bidder fails to deposit the required amount of the security money within the prescribed time the Engineer may reject the bid.

If the Engineer is not competent to accept the bid himself, he will inform the bidder of the bid which he decides to recommend for acceptance, such bid 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 bid with the specification and other documents signed by the bidder will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the bid the security money deposited shall be refunded to the bidder.

10. When a bid is selected for acceptance, the bidder shall deposit the required amount of the security money in cash in any treasury and shall forward the Challan to the Executive Engineer. Government securities may be endorsed to the Executive 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 bidder whose tender is selected for acceptance shall be 2 (two) percent of the tendered value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time 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 bidder may be made up by deduction of 5% of the amount of each payment to be made to him under clause of the condition of contract for work done under the contract.

Taxes as per provisions of Government shall be deducted from the bills of tenderer.
12. When bid has been selected for acceptance and the required amount of the security money has been deposited the Engineer shall scrutinize pages of the form of item, rate bided 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 bid, sign the acceptance of the tenders or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.
- 13.(i) A separate and specific bank account may be opened to keep the security deposits deducted from the running bills in any Nationalized Bank only in the name of the concerned Executive Engineer of the Division/ FA & CAO, but not in personal name.

(ii) The security amount so deposited should be withdrawn from the same account after completion of the defect liability period of the concerned work and after the work is found defect free in all respects.
14. All bidders 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 Executive Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No. 15443 dt. 01.08.2005)
15. The earnest money deposited is liable to be forfeited to Govt. if the tenderer backs out from the offer before acceptance of the bid by the competent authority.
16. GST as applicable on the gross amount of the bill will be deducted from contractors bill while making payment, where agreement value exceeds rupees two lakh fifty thousands. GST on works contract as applicable at the time of payment shall be paid extra over the gross amount of the running bill amount. (vide section 51 and section 142(11) © of Odisha goods and service Tax Act 2017).
17. Commercial invoice should be submitted by the contractor at the time of preparation of the work bill to the concerned Junior Engineer with a copy to the Divisional Office for enabling the Division to make necessary payment, failing which no GST payment can be made.
18. Labour Cess @ 1% is to be deducted from the bill as per the notification No 12653 of Govt. of India

BID FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the underwritten memorandum at the rates specified therein a period of **03 (Three) calendar months** from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rule-I hereof and subject to the annexed conditions of contract and with such materials as are provided for by, and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

- a) If several sub-works are included they should be detailed in a separate sheet.
- (a) Name of Work : **Congestion, Weed Clearance of Drainage Channel in Athagarh and Tigiria Block in Cuttack District for the year 2026-27.**
- (b) Name of Agency :
- (c) Amount put to bid (Bill of Quantity) : **₹ 6,88,380/- (excluding G.S.T)**
- (d) Agreement Amount :
- (e) A.P.S. :
- (f) EMD / ISD : **₹ 6,900/-**
- g) This deposited will be 2 % of the estimated cost of the work.
- (g) Initial security deposits (including earnest money) to be deposited before the commencement of the work. :
- h) This percentage, deduction from bills will be credited to the Rs.5% contractor's security deposit
- (h) Security deposits to be deducted from bills. : **03 % of each bill value**
- (i) Time required for the work from date of written order to commence : **03 (Three) Calendar months**
- (j) Due date of commencement of work : **Dt.**
- (k) Due date of completion : **Dt.**
- (l) Total number of item of works tendered for : **01 (One) No.**

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

Signature of contractor

Dated theDay of2026

SIGNATURE OF CONTRACTOR

Signature of witness to one tender's signature

Witness :

Address:

Occupation:

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

Signature of Officer by whom accepted

Dated theDay of2026

Agreement No. P1/ 2026-27 Certified that this agreement contains **91 pages** only (Schedule XLV-Form No.-61)

Section – 4
CONDITION OF CONTRACT

CONDITION OF CONTRACT

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

Compensation for delay

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

The work should not be considered finished until such date as the 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.

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

Action when whole security deposit is forfeited

- (i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty.
- (ii) To employ labour paid by the Public works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates as if it had been carried out by contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor
- (iii) To measure up the work of the contractor, and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall

be borne and paid by the original contractor may be deducted from any money due to him by Govt. under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

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

- (iv) Security deposit of the contractor shall be refunded only one year after the date of completion of the work provided the final bill has been paid and defects, if any rectified. In case, however where refund of security is delayed for nonpayment of final bill, two percent of the security deposit recovered as earnest money and initial security shall be refunded and the balance of the security deposit shall be refunded after payment of the final bill. However, the security deposit less any amount due, shall be returned to the contractor subject to the Engineer-in-Charge certifying that no liability attaches to the contractor.

Clause-3

In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof, shall become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of the conditions here of and such powers shall not withstanding be exercisable in the event of any failure cases of defaults by the contractor of which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force the powers vested in him under the preceding clause he may if he so desire, take possession of all or any tools, plants, materials & stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or all wing for the same in the account at the contract, rates, or in case of these not being applicable ; at current

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

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

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

Clause – 4

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

Extension of time

Clause – 5

On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (here-in-after called the Engineer-in-charge) of such completion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all scaffolding surplus materials and rubbish and cleaned

Final Certificate

off the dirt from all wood work doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the PWD in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor the contractor shall fail to comply with the requirements of this clause as removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the contractor, remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding, or surplus materials as aforesaid except for any sum actually realized by the sale thereof

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

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

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

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

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

Clause – 8 If the specification of 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 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 price to be charged thereof as herein after 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 his contract are specified in the schedule or memorandum here to annexed] the contractor shall be supplied with such materials and store 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 proceed 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

Store supplied by Government

purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not any account be removed from the site of the work, and shall at all-time be open to inspect by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

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

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 may be then, or at any time thereafter may become due to the contractor; or from his security deposit, or the proceeds of sale thereof".

Clause - 8 (b) Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with 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 the completion of work can be granted on timely application by the contractor vide clause 4.

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

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

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

Do not invalidate contract

Clause - 10 The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, designs and instruction that may appear to him to be necessary advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and at additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same time rates as are specified in the tender for the main work., The time for the completion of the work shall be extended in the proportion that the additional work includes bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions. And if the additional work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the on rates specified on entered in the sanctioned schedule by rates of the locality during the period when the work being carried on and if such the district then the contractor shall within seven days of the date of his receipt of

Extension of time in consequence of alterations

Alteration in specification and designs

the order to carry out the work inform the Engineer-in-charge of the rate which is it his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class or work and arrange to carry it out in such manner as he may consider advisable.

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

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

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

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

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

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

Action and compensations payable in case of inferior / unsound work.

passed, certified and paid forth with rectify or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10(Ten) days his failure to do shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other the materials or articles complained of as the case may be at the risk and the expense in all respects of the contractor.

Clause – 13 All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspections and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of intention of Engineer-in-charge his subordinates to visit the works shall have been given to the

Works to be open to inspection

contractor either himself be presented to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agents to be present

Clause – 14 The contractor shall give not less than five days' notice in writing to the 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 placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of work and if any work shall be cover up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payments or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up

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

liable for damage done and for imperfections for 12 months after certificate

Clause – 16 The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming Part of the contract or referred to in these conditions or not or which may be necessary for the purpose of

Contractor to supply plants, ladders, scaffolding etc.

satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement of examination at any time and from time to time the work or materials, failing him so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence to every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to the above precautions, and to pay any damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

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

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

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

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

Clause – 17 (a) The contractor shall, if so required by the Engineer-in-charge employ one more Engineering Graduate or Diploma holder as apprentices at his own cost if the cost of work as shown in the tender exceeds **Rs.2,50,000/-** The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of work is completed. The stipend to be paid to the apprentices should not be less than **Rs.273.50** per day in case of graduate Engineers and not less than **Rs.213.50** per day in case of Diploma holders. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that total expenditure does not exceed 1% of the tender cost of the work.

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

Employment of Graduate Engineers & Diploma Holders

Each bill of the Special Class or 'A' class contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holder is employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Clause – 18 The contract shall not be assigned or sublet without the written approval of the Executive Engineer and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with

Work not to be sublet.

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

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

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

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

Clause – 20 In the case of a tender by partners any changes in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may be noticed in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescind under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Changes in constitution of firm

Clause – 21 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects by Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause – 22 DELETED

Clause – 23 When the estimate on which a tender is made includes lump sums in respect of the items of work involved or the part of the work the contractor shall be entitled to payment in respect to 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 sums payable to him under the provisions of this clause.

Lump sums in estimates

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

Action where no specification

Clause – 25 The expression 'work' or 'works' were used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed & taken to mean the works by or by virtue of contract contracted to be executed whether temporary or permanent, and whether original altered, substituted, or additional.

Definition of works

Clause – 26 Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under workmen compensation Act. VIII of 1923, to any workmen employed in course of execution of any part of the work covered by this contract.

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

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

Clause – 29 Sanitary 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, fair weather charges and tollage, where ever necessary.

Clause - 31 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials fuels and lubricants in accordance with the following principles and procedure as per formula given below: -

DELETED

Clause – 31:- Price Adjustment

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

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

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

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

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

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

The formula (e) for adjustment of prices are:

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

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

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

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

M_0 = The all-India wholesale price index (all commodities) on 28 days preceding the date of opening bids as published by the Ministry of Commerce and Industry, Govt. of India New Delhi.

M_1 = The all-India wholesale price index (all commodities) for the month under consideration as published by Ministry of Commerce and Industry, Govt. of India, New Delhi.

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

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

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

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

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

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

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

P_c = Percentage of Cement Component of the work.

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

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

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

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

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

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

P_s = Percentage of Steel Component of the work.

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

31(a) (iv): Adjustment for Bitumen Component.

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

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

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

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

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

P_b = Percentage of Bitumen Component of the work.

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

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

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

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

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

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

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

31(b): Adjustment of Labour Component.

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

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

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

L_0 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L_1 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

P_{pi} = Percentage of labour component of the work.

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

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

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

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

F_0 = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOC / BPCL / HPCL at nearest center on the day 28 days prior to date of opening of Bids.

F_1 = The official retail price of HSD at the existing consumer pumps of IOC / BPCL / HPCL at nearest center for the 15th day of the month under consideration.

P_f = Percentage of fuel and lubricants component of the work.

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

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

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

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

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

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

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

P_s = Percentage of plant and machinery spares Component of the work.

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

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

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

31 (e): APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table

| Sl. No. | Category of Works | | % Component (cost wise) | | |
|---------|-----------------------------------|--------------------------------|-------------------------|----------|---|
| | | | Labour (PI) | POL (PI) | Steel (P _s) + Cement (P _c) + Bitumen (P _b) + Pipes (P _{pi}) + Plant & Machinery Spare & Component (P _p) + Other materials |
| 1 | R & B works (% of component) | Road works | 5 | 5 | 90 |
| | | Bridge Works | 5 | 5 | 90 |
| | | Building Works | 5 | 5 | 90 |
| | | Structural Work | 5 | 5 | 90 |
| 2 | Irrigation works (% of component) | Earth, Canal & Embankment work | 5 | 5 | 90 |
| | | Structural work | 5 | 5 | 90 |
| 3 | P.H. Work | Pipeline work | 5 | 5 | Pipe – 70% *Machinery + Other materials – 20% |
| | | Sewer Line | 5 | 5 | Pipe – 70% *Machinery + Other materials – 20% |
| | | | | | |

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

**Appendix to Bid
Schedule of Adjustment Data**

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

| Cl. No.31 of of F ₂ / P ₁ Contracts Sl. No. | Index Description | Source of Index | Base Value* | Base Date* | Weightage of Item** |
|---|---------------------|--|--------------|------------|---------------------|
| 31 (a) (i) | Other Materials | All India wholesale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry. | | | |
| 31 (a) (ii) | Cement | Wholesale price index for cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry. | | | |
| 31 (a) (iii) | Steel | Wholesale price index for Steel (Mild Steel-Long Products) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry. | | | |
| 31 (a) (iv) | Bitumen (VG-30) | Official retail price of bulk bitumen at the nearest IOC / HPCL depot | | | |
| 31 (a)(v) | Pipes | Wholesale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry. | | | |
| 31 (b) | Labour | Minimum wages notified by the Labour and Employee's State Insurance Department of Government of Odisha, India. | | | 5% |
| 31 (c) | POL | Official retail price of HSD at nearest IOCL / HPCL / BPCL Consumer pump depot. | | | 5% |
| 31 (d) | Plant and Machinery | Wholesale price index for Manufacture of Machinery for Mining Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry. | | | 90% |
| | | | Total | | 100 % |

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

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

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

FAIR WAGE CLAUSE

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

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

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labours had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulation made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers nonpayment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract" or non-observance of the regulations, money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach there of shall be breach of this contract.
- (g) Under the provision of the Minimum Wages Act, 1948 & minimum wages (Central Rules, 1950) the contractor is bound to allow or cause, to allow to the labourers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty, in the event of default. The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to labourers and pay the same to the persons entitled there to from any money due to the contractor.
- (h) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.
- (i) The contractor shall submit by the 4th & 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 to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the contend of damage and injure caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause [K] and the amount paid to the Government a sum not exceeding Rs.213.50 for each default of materially incorrect statement. The amount levied as fine as per decision of the Executive Engineer shall be final in deducting from any bill due to contractor.
- (j) In respect of all labour directly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with a cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangement for workers employed by the Odisha Public Works Department and its contractor. This will apply to work places having 50 or more workers.

- a. Maternity benefit rules for female worker employed by contractor, Leave and pay during leave shall be regulated as follows.

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

(ii) In case of Miscarriage: - Up to 3 weeks from the date of miscarriage.

2. Pay (i) In case of Delivery: - Leave pay during maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of Rs.152.50 a day whichever is greater.

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

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

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

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

2. **Definitions:**

- (i) "Work Place" means a place at which an average of fifty or more workers are employed in connection with construction work
- (ii) Large work place means a place at which an average of 500 or more workers are employed in connection with construction work

3. **First Aid:**

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

4. **Drinking Water:**

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

- (e) The temperature of drinking water supplied to workers shall not exceed 900 F.
5. **Washing and Bathing Place:**
- (i) Adequate washing and bathing places shall be provided separately for men and women.
- (ii) Such places shall be kept in clean and drained condition.
6. **Scale of Accommodation in Latrines and Urinals:** - There shall be provided within the premises of every work place latrines and urinals in an accessible place; and the accommodation, separately for each of them shall not be less than the following.
- | | | |
|-----|--|------------------------|
| (a) | Where the number of persons employed does not exceed 50. | No. of seats 1 |
| (b) | Where the number of persons employed exceeds 50 but does not exceed 100 | No. of Seats 3 |
| (c) | For every additional 100 (in particulars cases the Executive Engineer shall have the power to vary the scale where necessary) | No. of seats 3 per 100 |
7. **Latrine and Urinals for Women:** If women are employees, separate latrines and urinals separate from that for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule.
- Those for men shall be similarly marked "for men only" A poster showing the figure of a men and women and shall also be exhibited at the entrance of Latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.
8. **Latrines and Urinals :** Except in work places provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receipt able on dry-earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacle shall be tarred inside and outside at least once a year.
9. **Construction of Latrines:** The inside wall shall be constructed of masonry or stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose, and kept available for inspection.
10. **Disposal of excreta :** Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by as, Director of Public Health of Municipal Medical Officer or Health at the case may be, whose jurisdiction the work place is situated. Alternatively, excreta may be disposed off by putting a laver of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6' layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn in to manure).
11. **Provision of shelters during rest:** At every work place, there shall be provided free of cost two suitable sheds one for females and the other for rest for the use of labourers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.
12. **Crèche:** At every work place, at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year, belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.
- Thatched huts
- Mud floors and walls.
- Planks spared over the mud floor and covered with matting.
- The hut shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two dhai in attendance. Sanitary utensil shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to Children, their attendants and mothers of the children.

- b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the Children of women workers.
 - c) The size of crèche shall vary according to the number of women workers.
 - d) The crèche shall be properly maintained and necessary equipments like toys etc. shall be provided.
13. **Canteen:** A cooked food Canteen: - on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient.

CONTRACTOR'S LABOUR REGULATIONS

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

2. **Definition:** In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively, that is say: "Labour" means a worker employed by a contractor for this work directly or indirectly through a sub-contractor or other person, by an agent on his behalf.

Fair wages means wages whether for time or piece work prescribed by the Drainage Division, Cuttack provided that where high rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute fair wages (W.D. No.22059 dt.16.8.77)

- (c) "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- (d) "Wages" shall have the same meaning as defined in the payment of wages Act. And include time and piece rate wages if any.

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

The contractor shall:-

- (a) Before he commences his work on contract display, and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in a conspicuous 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 State Public Works Department/ Drainage Division, Cuttack for the district in which the work is done.
- (b) Send a copy of such notices to Engineer-in-charge of the work.

4. **Payment of Wages: -**

- a) Wages due to every worker shall be paid to him direct.
- b) All wage shall have to be paid in cash in current coin or currency or in both.

5. **Fixation of wages periods: -**

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

6. **Wage book and wage cards etc.**

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

- c) Total number of days worked during each wage period.
 - d) Total amount payable for the work during each wage period.
 - e) All deductions made from the wages with an indication in each of the ground for which the deduction is made.
 - f) Wage actually paid for each wage period.
- 2) The contractor shall also maintain a wage card for each worker employed on the work.
 - 3) The Executive Engineer may grant an exemption from the maintenance of wage bond, wages cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

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

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

1. Register of fines, etc.

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

2. Preservation of register:

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

3. Powers of Labour Welfare Officers to make investigation or enquiry

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

4. Report of Labour Welfare Officers:

The Labour Welfare Officers or others authorized as aforesaid shall submit a report of the results of his investigation of enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions

from the contractor's bill be made and the wages and other dues be paid to the labourers concerned.

10. **Appeal against the decision of Labour Welfare Officers.**

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

11. **Inspection of registers:**

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

12. **Submission of return:**

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

13. **Amendment**

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

Clause - 34

The incentive @ 1% in case of completion of work (Rs.10 crore & above) ahead of one month (part of the month shall be excluded) and the maximum amount payable will be fixed at 2% if the work is completed two months ahead at the schedule time shall be payable to the contractor. (Ref. Work Dept. Order No. 8310 dt. 17.05.2006) on approval of competent authority.

Clause - 35

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

Clause - 36 DELETED

Clause - 37

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

1. **Addendum to condition of CONTRACT:**

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

1.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (ISD) and additional performance security in accordance with the provisions of the agreement.

1.3 The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

a) The notice inviting bid, all the documents including additional conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof

together with any correspondence leading thereto & required amount of performance security including additional performance security.

b) Standard P.W.D. Form P-1.

2. **Time Control**

2.1. Progress of work and Re-scheduling programme.

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

2.1.2 Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval and programme commensurate to clause no 3 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.

2.1.3 To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 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, 2/3 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 to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.

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

2.1.6 The Engineer-in-Charge's approval of the programme shall not after the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time. A revised programme is to show the effect of variations and compensation events.

2.2 Extension of the completion date.

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

2.2.2 As soon as possible after the contract is concluded the contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be

prepared in direct relation to the time stated in the Contract documents for completion of items of the works, it shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

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

For

- i. Abnormally bad weather, or
- ii. Serious loss or damage by fire, or
- iii. Civil commotion, local commotion of workmen, strike or lockout, by officers any of the heads employed on the work, or
- iv. Delay on the part of other contractors or trade men engaged by Engineer-in-Chief, in executing work not forming part of the contract.
- v. 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.
- vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the contractor's control.

2.2.4 Request for re-schedule and extension of time, to be eligible for consideration shall be made by the contractor in writing fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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

2.3 Compensation for delay.

2.3.1 If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clauses 2 or that the work remains incomplete.

- 2.3.2 This will also apply to items or group of items for which a separate period completion has been specified Compensation @ 1.5% per month or for delay of work, delay to be computed on per day basis.
- 2.3.3 The existing relevant provision in the original documents shall stand modified accordingly. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which separate period of completion is originally given.
- 2.3.4 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone (s) in items of Clause 2.5. the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice the contract. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor files to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

2.4 Management Meetings

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

Signature of witness

signature of contractor

Section – 5
SPECIAL CONDITION OF CONTRACT

SPECIAL CONDITIONS

1. The works may need to be executed during night without non-interruption, when required.
2. The excavated materials which are not useful in construction works to be disposed of in low laying area as indicated by Engineer-in-charge.
3. The machineries required for decongestion works in drainage channels are crawler mounted excavators, long boom excavators, boats/pontoons tippers and related safety equipment (Owned / hire) may vary from place to place as per site condition which is to be taken care of by the bidder at his own cost.
4. Keeping all these conditions, rates should be quoted by the Contractor.

SPECIAL CONDITIONS OF THE 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 **Executive Engineer, Drainage Division, Cuttack** 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 Executive 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 Executive Engineer, in-charge may have delegated certain duties, acting separately within the scope of 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) PERIOD OF COMPLETION

The period of completion shall be **03 (Three) Calendar months** as has been specified in Detail Tender Call Notice from the date of issue of notice to proceed with the work.

3) LANGUAGE OF THE CONTRACT

All written material and correspondence in connection with the contract shall be in English.

4) REFERENCE MARKS AND BENCH MARKS

The basic centerlines, reference points and benchmarks will be fixed by the Engineer-in-charge. The contractor shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all his benchmark and reference lines. He shall take precaution to see that the lines, points bench marks by the Department are not disturbed by his work and shall make good such damage.

- 5) **Defects Liability** - The contractor shall be responsible to make good at his own expense, any defect which may develop or may be noticed before the expiry of twelve months 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 the defects, the **Executive Engineer, Drainage Division, Cuttack** may employ other persons to make good 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 twelve months from the actual date on which portions of the works are taken over.

6) **Setting out works** - The contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignments grade and levels as shown in the drawings and directed by Engineer-in-charge of the work and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instrument and shall co-operate with the Engineer-in-charge of work to check all alignments, grades, levels and dimension. Such checking shall not absolve the contractor of his own responsibility of maintaining the accuracy of the work.

7) **ACCIDENTS.**

It shall be the contractor's responsibility to protect against accidents on the works. He shall indemnify the Government against any claims for damage or for injury to person or property resulting from and in the course of work and also under the provision of the workmen's compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the contractor shall within twenty-four hours of such accident report in writing to the **Executive Engineer, Drainage Division, Cuttack**, the fact stating clearly and in sufficient details the circumstances of such accidents on the subsequent action. All other accidents on the works involving injuries to persons or damage to property other than that of the contractor shall be promptly reported to **Executive Engineer, Drainage Division, Cuttack** stating clearly and in sufficient details the facts and circumstances of the accidents and action taken. In all cases the contractor shall indemnify the Government against all loss or damage resulting in directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any payable by the government as a consequence of failure to give notice under workman's compensation act or failure to conform to the provisions of the said act in regard to such accident. In the event of an accident in respect of which compensation may become payable under the workman's compensation act - III of 1928 including all modifications thereof whether such compensation may become payable by the contractor or by the government as Principal Employer, the **Executive Engineer, Drainage Division, Cuttack** may retain out of money due and payable to the contractor such sum or sums of money as may be in opinion of the **Executive Engineer, Drainage Division, Cuttack**, be sufficient to meet such liability. On receipt of award from the Labour Commissioner in regard to quantum of compensation, the difference in account will be reimbursed or recovered from the contractor.

8) **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 **Executive Engineer, Drainage Division, Cuttack** 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.

9) **FORCE MAJEURE:**

Neither party shall be liable to other for any loss or damages occurred by or arising out of acts of God. Such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but restricted to general strikes, invasion, the act of foreign countries hostilities or war like operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by prudent person.

10) **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.

11) **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 in time, to the engineer-in-charge through the concerned sub-divisional officer to carry out the execution accordingly, subject to approval of the engineer-in-charge.
 - 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, for revision of work programme. The decision of the Engineer-in-charge is final and binding on the contractor.
12. Price escalation if applicable as per Clause-31 of conditions of contract for the extended period shall be paid subject to approval of extension of time by the competent authority and approval of the payment of price escalation by the Government of Odisha, Department of Water Resources, Bhubaneswar.
13. With reference to Clause-10 of the condition of contract authorised items of work not covered by the tender schedule will be paid at the current schedule of rates. In order to execute the non-schedule of extra item of work, if the Engineer-in-charge thinks it proper that the additional work which is neither included in Schedule of Rate nor in contract is to be executed by the same Agency and the Rate offered by the contractor is not acceptable to Engineer-in-charge the rate of the said extra item of work shall be derived on the basis of actual field observation in consultation with the contractor with provision of contractor's profit @ 15 % as envisaged in Schedule of Rate of Water Resources Department, which shall be binding on both the parties. The programme of observation shall be mutually chalked out in a manner not to hamper the progress of work.
14. Materials if available in the store of the department may be supplied to the contractor at the issue price to be fixed by the Engineer-in-charge. The contractor will receive the materials himself or through his authorized agent and sign in the departmental receipt of the materials, carriage of materials from the departmental store to the work site will be done by the contractor at his own risk and cost.
15. The contractor shall make at his own cost housing accommodation, drinking water and provide medical aid to the labourers engaged on the work.
16. The right is reserved to increase or decrease in the quantities or items of works mentioned in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the contract work and such increase or decrease shall not be entitled for any compensation on this account except extension of time when considered necessary.
17. The work will be executed as per detailed standard specification of the Government of Orissa, Measurement of Moorum, gravel and stone product such as metals stones, boulders, rough stones and soiling stones, chips will be taken as per the above specification and payment will be made for the quantity arrived at after deduction of voids.
18. The work may be split up and distributed among several contractors if considered necessary on the exigency of the circumstance of the work and the contractor is not entitled to any compensation on this account.
19. The contractor should keep himself in constant touch with the Engineer-in-charge for smooth

execution of work and arrange for adequate labour and machineries depending on the workload and working place available. No claim for detention of labour or machineries on any account will be entertained.

20. The contractor will provide labour for giving alignments and profiles. All the materials necessary for such work will be supplied by the contractor and the profile is to be maintained at his own cost till the work is completed.
21. Suitable earth required for the work shall be arranged by the Contractor at his own cost and responsibility without any extra claim.
22. The rate for each work must include conveyance by all means, manual mechanical or both.
23. Approach road/diversion road to site of work if necessary is to be constructed and maintained and dismantled if required after completion of the work by the contractor at his own cost.
24. Under no circumstances, interest is chargeable for the dues or additional dues, if any, payable for the work.
25. 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 **(Communicated vide OM No- 07764600022025-173/W Dated 03.01.2026 of the Works Department, Govt. of Odisha)**.

Additional performance security 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.
- (h) 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.
- (i) The additional performance security shall be treated as part of the performance security.
- (j) 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.

If more than one bid is found to be lowest, the tender accepting authority will finalize the tender through a transparent lottery system. If the 1st lowest bidder does not turn up for agreement after finalization of tender, then he/she shall be debarred from participation in bidding for three years & action will be taken to black list the contractor as per codal provision in Appendix-IX (A) of OPWD-Vol.-II regarding e-procurement vide Office Memorandum No.7885/W Dated 23.07.2013 clause No.22.3.

26. Incentive is admissible only in case of completion of original work ahead of original time schedule stipulated in the agreement and the same will be calculated by taking into account of the original estimated cost of the work. Incentive is not admissible in case of works where extension of time is allowed. The incentive will be @ 1% (Rs.10 Crore & above) in case of completion of work ahead of one month (part of the month shall be excluded) and the maximum amount payable will be fixed @ 2% if the work is completed two months ahead of the schedule time.
27. Measurement of each work shall be taken as follows:

Before commencement of work initial levels and to determine the final measurement of the work, final levels of the embankment or drain or ground 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 Executive Engineer or his authorized officer. If in the opinion of the Engineer-in-Charge, the site is not free from problem for measurement and, 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 crediting to the contractor and certificate by the Engineer-in-Charge for the purpose shall be conclusive and binding.
28. 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.
29. The work shall be executed in accordance with the technical specification which from a part of the contract.
30. All the measurements for earth work will be taken by section measurement.
31. The contractor should engage local labour on priority basis during execution of work.
32. For earth work in embankment there will be minimum distance of 15 m between toes of the embankment and borrow pit.
33. For earth work in cutting reaches, the spoils should be deposited as directed by the Engineer-in-charge. 20% of the work value will be with hold for run disposal of excavated earth in proper shape.
34. The tenderer should inspect the site of work before tendering of the work and incase of any clarification should consult with the Engineer-in-charge.
35. Any royalty or any other taxes if any for executing the work will be borne by the contractor.
36. There will not be any compensation or extension of time granted for reasons of inadequate cash flow. No compensation/claim for delay in sanction of deviation / extra items and payment there of will be admissible to contractor.
37. The contractor shall sign as a token of final acceptance on the plans, sections for the work prior

to taking up the work for execution.

38. Water required for work will be arranged by the contractor at his own cost and carriage cost of sinking of well or any other arrangement from any source whether artificial or natural shall not be paid. This is treated as inclusive in his item rates.
39. Under no circumstances, interest chargeable for the dues or any additional dues, (if any) payable for the work shall be entertained.
40. 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 rainy season. The department accepts no liability, whatsoever for any damage or loss of men, materials, machinery and work or any hindrance caused to the progress of work.
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.
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 be 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. The contractor must intimate any change in address for correspondence.
43. If there will be any delay in land acquisition no compensation or claim on that account will be entertained, full extension of time will be granted if considered reasonable.
44. Construction of coffer dams for islands or the works of open excavation or dressing required for construction of structure and approach channel should be included in the rates.
45. The contractor should take all precautions to protect the structures from flood damages at his own cost during the period of executions. 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.
46. During & after execution 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 test.
47. The authority reserves the right to revalue the contract with due notice.
48. In case the contractor fails to commence the work specified in the tender documents on the 15th day or such time period as mentioned in letter of award, after the date on which the Engineer-in-charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
49. Authority reserves right to revoke the contract with due notice.

GUIDELINES / PROCEDURES OF e-PROCUREMENT

Appendix-IX (A) of OPWD Code, Vol-II **Government of Odisha, Works Department** **Office Memorandum**

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

Sub:- 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, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive 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)**
 - i. Creation of Tender
 - ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
- 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)**
 - i. Opening of Bid
- 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)**
 - i. Evaluating Bid.
- 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and / or Accounts Officer / Finance Officer)**
 - i. To take up auditing.
- 12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB) :**
- 12.1** The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2** The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers as per existing rules preferably, in the following format, to effect economy :-

Government of Odisha "e" procurement Notice

Bid Identification No. _____

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

Further details can be seen from the e-procurement portal "https://tendersodisha.gov.in".

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 :

i. BASIC DETAILS

ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Package:

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

For Two Cover/Package:

| Sl. No. | Cover Type | Document Description | Type |
|---------|-------------------------------|--|------|
| 1 | Fee / Prequal / Technical ... | Tender cost, EMD, VAT, 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 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) / GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC / GSTIN Registration Certificate. 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. 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 cost of Bid Document, Bid Security, 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 furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

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 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

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 cost of Bid documents, EMD/ Bid Security, PAN, GSTIN Registration Certificate, 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 130 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 / Financial (Tender Paper Cost, EMD/Bid Security) instruments 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 90 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.
1. These amendments shall take effect from the date of issue of the order.
 2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Code, Vol-II.
 3. Accordingly Officer Memorandum No.1027 dt.24.01.2009 stands modified.

25. 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.
26. 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 per 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 publicised and intimated to all departments of Government and also to Govt. of India agencies working in the state.
27. If the rate quoted by the bidder is less than 15% of the tendered amount. Then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system. Where all bidders/their authorized representatives the concerned Executive Engineer and DAO will remain present. As per DoWR IIM-35/2014, No.20444/WR Dated 3/09/2014 The codes revision committee Chairman clarified that bid quoted up to 14.99% less over the amount put to tender shall be accepted.
28. 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 ongoing 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.
29. Before acceptance of tender the successful bidder will be required to submit a work program me 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.
30. The single tender received in the first call shall be cancelled without opening the bid. The acceptance of the single tender received even after retendering should have prior approval of next higher authority.

When in response to a notice calling for tenders, only a single tender received in first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.
31. If the rate quoted by the SC and ST category contractors comes to 14.99% (decimals up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of Works Department Resolution No.27748 Dt. 11.10.1977, then the tender shall be finalized by the tender accepting authority through the transparent lottery system along with other category of contractors whose rates are 14.99% less than the estimated cost.

1. GENERAL INFORMATION:

1.1 Description of work to be executed:

In order to overcome the drainage problem, the following works are proposed **“Congestion, Weed Clearance of Drainage Channel in Athagarh and Tigiria Block in Cuttack District for the year 2026-27.”**

1.2 Location of Work site:

The proposed site is in part of **Athagarh & Tigiria Block** of Cuttack District.

1.3 Transport Communication Facilities:

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

1.4 Climate:

The climate of the project area is tropical with usually three permanent seasons i.e. Summer, Rainy & Winter.

1.5 Availability of Labour:

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

1.6 Availability of petrol, Diesel and other lubricants:

The nearest petrol pumps for procurement of petrol, diesel and other lubricants are available in **Athagarh & Tigiria Block** area itself. The contractor shall make his own arrangement for procurement of same at his own cost required for the machineries and equipments engaged for the work.

1.7 Electricity Supply:

The Contractor shall make his own arrangement for extension of electric connection at his own cost if so required by him.

1.8 Housing Facilities:

Private house available in the vicinity of the work site. The Contractor shall make his own arrangement for housing the labourers, workers and staff at the work site.

1.9 Medical Aid:

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

1.0 Post and Telephones at nearby locality.

2.1 Source of fund **Different Head.**

Section – 6
CIRCULARS

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

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

OFFICE MEMORANDUM

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

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

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

If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But, if more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned SE/ Executive Engineer of concerned Division and DAO will remain present.

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

By order of the Governor

(Vir Vikram Yadav, IAS)

Principal Secretary to Government

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

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

FA-cum-Additional Secretary to Government

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

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

FA-cum-Additional Secretary to Government

(P.T.O)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

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

OFFICE MEMORANDUM

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

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

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

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

By order of the Governor

(Vir Vikram Yadav, IAS) 23
Principal Secretary to Government

Memo No. 1500 /W., Dated, 01.02.2023

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

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

Memo No. 1501 /W., Dated, 01.02.2023

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

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

Memo No. 1502 /W., Dated, 01.02.2023

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


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

Memo No. 1503 /W., Dated, 01.02.2023

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


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

Memo No. 1504 /W., Dated, 01.02.2023

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


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

Memo No. 1505 /W., Dated, 01.02.2023

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


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

Memo No. 1506 /W., Dated, 01.02.2023

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


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

Memo No. 1507 /W., Dated, 01.02.2023

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


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

SECTION - 7

**MAY BE SEEN AT OFFICE DURING
OFFICE HOURS**

(FROM 24.06.2026 TO 03.07.2026)

Section - 8
FORMS

CHECK LIST

| <u>SL. NO.</u> | <u>DOCUMENTS</u> | <u>SUBMITTED OR NOT</u> |
|----------------|--|-------------------------|
| 1. | Form A No Relation Certificate | Yes/No |
| 2. | Form B Structure and Organization | Yes/No |
| 3. | Form C AFFIDAVIT | Yes/No |
| 4. | Form D Affidavit For Availing Emd Exemption (For Engineering Contractor) | Yes/No |
| 5. | Certified copy of power of attorney in case of partnership firm, limited or Corporation attached. | Yes/No |
| 6. | Other documentary evidence as required in minimum pre-qualification criteria. (Valid GST, valid License, Paper cost, EMD details etc.) | Yes/No |

Signature of Contractor

NOTE: -Checklist and required forms with supporting documents if any to be uploaded/submitted.
Failing which the tender will be rejected.

FORM – A

NO RELATION CERTIFICATE

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

CONTRACTOR

**(OR)
RELATIONSHIP DECLARATION**

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

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

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

CONTRACTOR

FORM – B

STRUCTURE AND ORGANISATION

- 1. Name of Tenderer
- 2. Nationality of Tenderer
- 3. Office Address
- 4. Telegraphic Address
- Telephone/Fax No.
- Mobile No
- Telex Number/ e-mail ID
- 5. Location of establishment
- And from date

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

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

- 7. Number of years of experience
 - a. As a prime contractor

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

Signature of Contractor

FORM – C

AFFIDAVIT

I, Sri.....Aged.....years, Son/Daughter/ Wife
of Sri.....at present residing At.....,
P.O.....P.S.....Dist.....Pin..... (State &Country) 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 Executive Engineer, Drainage Division, Cuttack,
Odisha for the work **"Congestion, Weed Clearance of Drainage Channel in
Athagarh and Tigiria Block in Cuttack District for the year 2026-27"**. in
response to e-procurement Notice No. **EE-DD-CTC-04/2026-27** vide Bid
Identification No. **EE-DD-CTC-11/2026-27**.

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

(i) I am swearing this affidavit that all tender documents and accompanying papers
those being submitted by me before the Executive Engineer, Drainage Division,
Cuttack, Dist-Cuttack, Odisha including E.M.D/ Bid Security in any shape are all
authentic and bonafied documents in the eyes of the law of the land. That the facts
stated in the affidavit are true to the best of my knowledge and belief.

Signature of Contractor /
Authorized Signatory

Note:

*Mention the license issuing authority.

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

FORM – D
AFFIDAVIT (For Engineering Contractor)

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

- (i) That, I / We possess a valid license for execution of works contract issued by*..... belongs to **“B” Class Diploma Engineering Contractor is valid up to **.....**

I am submitting tenders before the **Executive Engineer, Drainage Division, Cuttack**, Odisha for the work **“Congestion, Weed Clearance of Drainage Channel in Athagarh and Tigiria Block in Cuttack District for the year 2026-27.”** in response to e-procurement Notice No. **EE-DD-CTC-04/2026-27 vide** Bid Identification No.**EE-DD-CTC-10/2026-27.**

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

- (ii) That, I being Diploma Holder Contractor, I am entitled to avail exemption of EMD as per Govt. works Department Order No.19078/dated 02.09.1969 and 14538/dated 09.06.1987 EMD & ISD is 100% exempted to which I am entitled to avail in this tender as I am not yet availed the facility for more than two works during the current financial Year.
- (iii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the **Executive Engineer, Drainage Division, Cuttack, Dist.- Cuttack**, Odisha including E.M.D/ Bid Security in any shape are all authentic and bonafied documents in the eyes of the law of the land.
- (iv) That I am not related to any Officer of water Resources Department of the Rank of Assistant engineer and above or any officer of the rank of Assistant Secretary and above.
- (v) That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of Contractor /
Authorized Signatory

Note : *Mention the license issuing authority.

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

Section - 9
BILL OF QUANTITY

BILL OF QUANTITY

Name of work: **"Congestion, Weed Clearance of Drainage Channel in Athagarh and Tigiria Block in Cuttack District for the year 2026-27".**

| Sl. No. | Description of Item | Unit | Quantity | Rate in (Rs.) | Amount in (Rs.) |
|---|---|-------------|-----------------|----------------------|------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 2 | Clearance of weeds, lipomia, water hyacinth (thickly grown) from the Drainage Channel and dumping with initial lead of 50 m. & initial lift of 1.50 m. including depositing the cleared materials away from work site etc. complete as per direction of Engineer-in-charge. | One Sqm. | 245850.00 | 2.80 | 688380.00 |
| | Total 01 (One) Item only | | | Total | ₹ 6,88,380.00 |
| | | | | Say | ₹ 6,88,380.00 |
| (Rupees Six lakh eighty-eight thousand three hundred eighty) only. | | | | | |

Note: -

1. The bidder shall fill the information and the percentage rates in figures at the appropriate locations.
2. The Contractor will change percentage excess or less at appropriate location.
3. The total in words and the total amount will be calculated automatically and shall be visible to the bidder.

Approved for 01 (One) item only.