



GOVERNMENT OF ORISSA
DEPARTMENT OF WATER RESOURCES
MINOR IRRIGATION

TENDER DOCUMENT FOR P-1 CONTRACT
(BIDDOCUMENT)

02 (TWO) NOS. OF CIVIL WORKS VIDE
BID REF.NO.SE,MID,SBP/08/2026-27.

SUPERINTENDING ENGINEER
MINOR IRRIGATION DIVISION SAMBALPUR

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Phone No.(0663)-2412791(Off.)
 E-mail : eemisbp@yahoo.co.in

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

**OFFICE OF THE SUPERINTENDING ENGINEER, MINOR IRRIGATION DIVISION,
 SAMBALPUR.**

No. 2269 / Date.05.06.2026

e-PROCUREMENT NOTICE

BID REF No: SE,MID,SBP/08 /2026-27

Name of work	:	Civil Construction Works
No. of works	:	02 (Two) Nos.
Estimated cost:	:	Various from approximately Rs.26.35 lakh to Rs.39.82 Lakh for 02 No of works (Rs.66.17 Lakh)
Tender paper cost	:	Referred to DTCN.
Period of completion	:	Referred to DTCN.
Availability of bid through online	:	From dt.12.06.2026 at 11.00 AM to dt.22.06.2026 up to 05.30 PM in website(http://tendersodisha.gov.in)
Period of receipt of bid through online	:	From dt.12.06.2026 at 11.00 AM to dt.22.06.2026 up to 05.30 PM through online.
Date of opening of bid documents	:	On dt.23.06.2026 at 10.00 AM. onwards.
Digital signature certificate of Bidder	:	The bidder must possess compatible digital signature certificate (DSC) of Class-II or Class-III.

The detail tender call notice can also be seen in the DOWR website- <http://tendersodisha.gov.in>

Name & Address of the OIT	:	Superintending Engineer, M.I.Division, Sambalpur At-Motijharan,PO-B.S.S.Nagar,Dist:-Sambalpur PIN-768001, Ph-0663-2412791, E-mail ID- eemisbp@yahoo.co.in
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Further details can be seen from the e-Procurement market place.	:	http://tendersodisha.gov.in
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Sd/-05.06.2026
Superintending Engineer
M.I.Division,Sambalpur.

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER
M.I.DIVISION SAMBALPUR
E-mail ID eemisbp@yahoo.co.in Ph No-0663-24127913
INVITATION FOR BIDS (I.F.B.) BID REF No: SEMID SBP- 08 of 2026-27

The Superintending Engineer, M.I.Division, Sambalpur on behalf of Governor of Odisha invites on-line (%)percentage rate bids in single cover system through **e-procurement** for the following works as detailed in the table given below from the eligible class of contractors registered with the State Government of Odisha & Contractors of equivalent grade / class registered with Central Govt/MES/Railways/CPWD. on production of definite proof from the appropriate authority to be eventually drawn up in P1 through on-line in the Govt. web-site. The bidders may submit bids for any or all of the following works on line in the website (www.tendersorissa.gov.in) by the eligible contractors. The bid documents will be available in above website from **dt.12.06.2026 at 11.00 AM to dt.22.06.2026 up to 05.30 PM** for **“On-line bidding”**. The bidder must possess compatible digital signature certificate (DSC) of Class-II or Class-III.

Sl. No.	Name of the work	Approximate estimated cost Rs. In Lakh	E.M.D. (to be remitted online)	Cost of tender paper in Rs. (to be remitted online)	Class of contractor	Time of completion.
1	2	3	4	5	6	7
1	Improvement to Kharla MIP (D/W) in Kuchinda Block of Sambalpur District under Improvement to Diversion Weir scheme for 2026-27.	39.82	To be remitted online	Rs. 6,000/-	'C' & 'B'	04 (Four) Calendar Months
2	Improvement to Porpetta MIP (D/W) in Bamra Block of Sambalpur District under Improvement to Diversion Weir scheme for 2026-27.	26.35	To be remitted online	Rs. 6,000/-	'C' & 'B'	04 (Four) Calendar Months

Sd/-05.06.2026
Superintending Engineer
M.I.Division, Sambalpur.

TERMS AND CONDITIONS

- As per Works Department Memo No.17254,, dated, 05.12.2017 only those bidders who successfully remit electronically **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible** to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure. **(Detail of procedure & settlement of EMD & Cost of tender paper is enclosed in DTCN).**
- Other details can be seen from the Bidding documents which is available in Website <http://tendersodisha.gov.in>.
- Engineer contractors who want to avail EMD exemption** have to **submit one affidavit** with tender declaring therein to the effect that they have not yet availed **3** (three) nos of EMD exemption during the financial year **2026-27** and to show the original Registration Certificate to the tender opening authority for confirmation at the time of opening.
- As per the Works Department office memorandum No- 1499, Dt.01.02.2023 the bidders are requested to submit Bid Security may be taken in shape of NSC/ Post Office savings bank account/ Post Office time deposit account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer from any Nationalised Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ e-Bank guarantee executed on the National e-Governance Services Ltd.(NeSL) Digital document Execution Portal towards EMD/ Initial security deposit any other security deposit from the contractor or supplier. otherwise the bid will be liable for rejection.

5. Additional Performance Security (APS) shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. The successful bidder who has quoted less bid price/rates than the estimate cost put to tender shall have to furnish the Additional Performance Security as per the guide line issued by works Department, Govt. Of Odisha Vide **Office Memorandum No. 173 Dt. 03.01.2026..** Additional Performance Security (APS) in shape of NSC/ Post Office savings bank account/ Post Office time deposit account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer from any Nationalised Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ e-Bank guarantee executed on the National e-Governance Services Ltd.(NeSL) Digital document Execution Portal within seven days of issue of letter of Acceptance (LOA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further, processing for blacklisting shall be initiated against the bidder.
6. The contractor should have registered his/her name in **Contractors Database Management System (CDMS)** irrespective of tender amount in concurrence to Letter No.30613, dt.22.07.2019 of Engineer-in-Chief (Civil), Odisha, Bhubaneswar. Non registration in CDMS portal is liable for rejection of the tender.
7. **The Bid documents should be up-loaded by the Bidders on-line in <http://tendersodisha.gov.in> accompanying the copies of valid Registration licenses, G.S.T.N. Certificate, PAN card, cost of tender papers as per Annexure-A attached in the DTCN No relation certificate, affidavit about the authenticity of the tender documents as well as EMD exemption otherwise the bid will be rejected.**
8. The Amendments made vide Works Dept., Govt. Of Odisha, Memorandum No.173 Dated. 03.01.2026 & OM No- 632, Dt. 09.01.2026 will be followed scrupulously.
9. After opening of the bid, the original documents as per requirement of the DTCN will be verified by the tender opening authority within **03(three)** working days of opening of the bid.
10. Bid for the work shall remain open for acceptance for a period of Ninety days from the last date of receipt of Bids. If any Bidder / Tenderer withdraw his Bid / tender before the said period or makes any modifications in terms and conditions of the Bid, the said earnest money shall stand forfeited.
11. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department in State Government is allowed to work as contractor for a period of two years after his retirement from Government Service without Government permission.
12. The bidder must go through the Bid Documents meticulously before up-loading the tender to the web-site.
13. The on-line bidding process shall be Governed by e-procurement guide line of Govt. of Odisha vide Works Deptt. No. F.A.R- 3/08-1027/W dt. 24.01.2009. & relevant clauses of the OPWD codes in force.
14. Guidelines laid down in office memorandum no.7885 dated 23.07.2013 of Govt. of Odisha, Works Department to be followed scrupulously for online bidding system.
15. General Instructions to Contractors issued vide Lr. No 20415/DOWR Dt 14.09.2015 will be adhered strictly.
16. All the bidders must upload their recent passport size photographs along with contact numbers / email ID / Bank A/C No. of any Nationalized Bank / IFS Code with Account Type in proper format given as Annexure-B.
17. All existing codal provisions, instructions, circulars and guidelines of the Works Department on the subject shall stand superseded by Works Department Office Memorandum No. 173 dated 03.01.2026 & OM No- 632, Dt. 09.01.2026 will be followed scrupulously.
18. Any corrigendum / Addendum will be displayed in the website <http://tendersodisha.gov.in>.
19. Authority reserves the rights to reject any or all the tenders without assigning any reason thereof.

Sd/- 05.06.2026

**Superintending Engineer
M.I. Division, Sambalpur.**

Memo No. 2270 / Date, 05.06.2026

Copy submitted to the Manager, Information & Public Relation Department of Orissa, Bhubaneswar for information and necessary action. It is requested to get the tender notice published in two leading Oriya daily and one English National daily Newspaper before **dt.12.06.2026** for consecutive two issues for wide publication. The complementary copies for the same may please be sent to this office for reference and record.

**Sd/-
Superintending Engineer**

Memo No. 2271 / Date, 05.06.2026

Copy along with soft copy of the notice submitted to the Head State Portal Group. I.T. Centre Department, of Information & Technology Department Bhubaneswar for exhibiting the advertisement in the web site of the Government as suggested in I.T. Department Letter No.221 dt.31.8.2002 addressed to all Secretaries.

**Sd/-
Superintending Engineer**

Memo No. 2272 / Date, 05.06.2026

Copy to Director Printing Stationary and Publication, Odisha , MadhuPatna, Cuttack-10 and with request to publish this notice in the next issue of the Orissa Gazette.

**Sd/-
Superintending Engineer**

Memo No. 2273 / Date, 05.06.2026

Copy submitted to the Director Monitoring , O/O the E.I.C. Department of Water Resources, Bhubaneswar for favour of information and necessary action. He is requested to display the tender notice in the WEB SITE.

**Sd/-
Superintending Engineer**

Memo No. 2274 / Date, 05.06.2026

Copy submitted to the District Informatics Officer NIC Collectorate, Sambalpur for favour of information and necessary action. He is requested to display the tender notice in the District website.

**Sd/-
Superintending Engineer**

Memo No. 2275 / Date, 05.06.2026

Copy submitted to the District- Governance Manager (DeGM), Sambalpur for hosting in District Website for favour of information and necessary action.

**Sd/-
Superintending Engineer**

Memo No. 2276 / Date, 05.06.2026

Copy submitted to the Chief Engineer, Minor Irrigation, Odisha, Bhubaneswar/ Additional Chief Engineer, N.M.I. Circle, Sambalpur/ for information and necessary action.

**Sd/-
Superintending Engineer**

Memo No. 2277 / Date, 05.06.2026

Copy submitted to Additional Chief Engineer, R&B Circle, Sambalpur,/N.H. Circle , Sambalpur / R.W.S.S. Circle, Sambalpur/P.H. Circle, Sambalpur / Hirakud Dam Circle,Burla for favour of kind information and wide circulation.

**Sd/-
Superintending Engineer**

Memo No. 2278 / Date, 05.06.2026

Copy to Superintending Engineer (R&B) Division-I,Sambalpur & (R&B) Division-II,,Sambalpur /R.W.S.S.Division, Sambalpur/N.H.Division, Sambalpur/ R.W.Division,Sambalpur/ P.H.Division,Sambalpur/ Irr.Division, Burla/ L.I.Division, Sambalpur for information and wide circulation.

**Sd/-
Superintending Engineer**

Memo No. 2279 / Date, 05.06.2026

Copy to the Officer-in-charge, Dhanupali Police Station, Sambalpur for information and necessary action.

**Sd/-
Superintending Engineer**

Memo No. 2280 / Date, 05.06.2026

Copy to all S.D.O. under M.I.Division,Sambalpur , Asst. Executive Engineer (Estimator)/ DAO/ Cashier/ Tender file /Office Notice Board of M.I. Division, Sambalpur for information and wide circulation.

**Sd/-
Superintending Engineer**

PARTICULARS OF TENDER			
1	Name of the work	:	As per column no.02 of TCN
2	Estimated Cost	:	As per column no.03 of TCN
3	E.M.D.	:	As per column no.04 of TCN
4	Period of Completion.	:	Work wise as mentioned in TCN.
5	Class of Contractor	:	“C” & “B” Class Registered under Govt. of Orissa and other eligible classes registered elsewhere mentioned in Tender Call Notice.
6	Cost of Bid document	:	As per column no.05 of TCN
7	Availability of Bid document.	:	From From dt. 12.06.2026 at 11.00 AM to dt. 22.06.2026 up to 05.30 PM in website(www.tendersorissa.gov.in)
8	Date of receipt of Bid document.	:	From From dt. dt. 12.06.2026 at 11.00 AM to dt. 22.06.2026 up to 05.30 PM through online.
9	Date of opening of Bid documents	:	On dt. 23.06.2026 at 10.00 AM. onwards.

CONTRACTOR

SUPERINTENDING ENGINEER

ANNEXURE-A**AFFIDAVIT**

I, Sri..... Aged Years, Son/
 Daughter/ Wife of Sri at present residing At..... P.O
 P.S Dist Pin Contact No****..... do here by solemnly affirm as
 follows.

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

I am submitting tenders before the Superintending Engineer, M.I.Division,
 Sambalpur for execution of following works in response to Tender Call Notice No.

1. * * *

2. etc.

i) I am the authorized signatory on behalf of contractor for the tender for the work / works
 mentioned above.

ii) I am swearing this affidavit that all tender documents and accompanying papers those
 being submitted by me before the Superintending Engineer, M.I.Division, Sambalpur
 including E.M.D. 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

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

***Mention the contact phone number.

ANNEXURE- A(i)**FORMAT FOR SUBMISSION OF NO RELATION CERTIFICATE**

This is to certify that I have no relation working in the rank of Assistant Engineer and above in
 the Department of Water Resources, Government of Odisha.

Signature of the Tenderer

ANNEXURE-B**BANK DETAILS OF THE BENIFICIARY**

Name :
Bank Name :
Bank A/C no. :
IFSC Code :
MICR Code :
Account type
(Current/Saving/CC) :
Mobile No. :
TAN/GST/SRIN No:
PAN No. :
Address :
E Mail Id :

I hereby declare that I authorize the DDO to electronically Credit my Claim/Entitlement to the Bank Account and other details furnished above, which are true and correct to the best of my knowledge.

SIGNATURE

NAME

ADDRESS

CONTRACTOR

SUPERINTENDING ENGINEER

PART-I

CHAPTER- I

CONTRACT FORWORKS

CONTRACTOR

SUPERINTENDING ENGINEER

ORISSA PUBLIC WORKS DEPARTMENT (FORM P-1)
Percentage Rate Tender and Contract for works.
General Rules and Directions for the Guidance of Contractor.

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office and signed by the Sub-divisional Officer / Superintending Engineer.

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specification, designs, and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer / Superintending Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/ Superintending Engineer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Sub-divisional Officer/ Superintending Engineer before the tender form is issued if a form is issued to an intending tenderer without having been so filled in a completed he shall request the office to have this done before he completes and delivers his tender.

5. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alternation in the work specified in the said form of invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be furnished or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work. But contractors who wish to tender for two or more work shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope. Cash deposits for earnest money herein before mentioned shall be made in Govt. treasuries and the challan thereof should be enclosed with the tender.

6. The Engineer or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected, the challan for the earnest money forwarded therewith shall there upon be returned to the tenderer with a pay order for the amount of the earnest money.

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

8. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other document mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

CONTRACTOR

SUPERINTENDING ENGINEER

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommend for acceptance. Such tenderer shall there upon sign forthwith copies of the specification and other documents mentioned in rules 1 to 4 shall deposit the required amount of the security money within the prescribed time, the tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer competent to accept the same in case he rejects the tender the security money deposited shall be refunded to tenderer.

9. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Superintending Engineer Govt. securities may be endorsed to the Superintending Engineer in lieu of a 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.

10. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 percent of the estimated value of the work and towards this amount, the earnest money already deposited by him shall be credited. At least half 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 office opening the tender, failing which tender shall be liable to rejection.

Any balance of the Security money outstanding after completion of the contract with the tenderer may be made up by deductions of 5 percent of the amount of each payment to be made to him under clause 6 of the conditions of contract for the work done under the contract.

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

- 12.**
- (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 Superintending 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.

MEMORANDUM OF TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Orissa of the work specified in the under written memorandum at the specified therein within a period of **04 (Four) Calender month as mentioned against the work** from the date of written order to commence and complete in all respect with the specifications, designs, drawings and other documents referred to in rule-1 there of and subject to the annexed conditions of contract and with such material as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

a)	Name of work :	i)	If several sub works are included, they should be detailed in a separate list.	
b)	Name of the Contractor :			
c)	Estimated Cost of the work :	i)	Amount put to tender :-	
		ii.	Agreement Amount :	
d)	Earnest money deposit :	i.	1% of the tender value	
e)	The deposit will be 2% of the estimated cost of the work	i)	Initial Security deposit (including earnest money) to be deposited at the time agreement:	
		ii)	Additional Performance Security :	
f)	This percentage deduction from bills will be credited to the contractor's security deposit	i)	Percentage to be deducted from bills @ Rs. 5% (Rupees five percent) :	
g)	Period for completion of the work	i.	Time required for the work from date of written order to commence	
		ii.	Date of written order to commence:	
		iii.	Stipulated date of completion :	
		iv.	Total number of items of work tendered For :	

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

Dated the day of2026.

Signature of the Contractor

Signature of the Contractor
before submission of tender

CONTRACTOR

SUPERINTENDING ENGINEER

Witness:

Signature of one witness to
Tenderer's signature

Address:

Occupation:

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

Dated theday of 2026

Superintending Engineer
Minor Irrigation Division, Sambalpur

Signature of the Officer by
whom accepted

CONTRACTOR

SUPERINTENDING ENGINEER

CONDITION OF CONTRACT

<p>Compensation for delay</p>	<p>Clause-1 : All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in shape of NSC/ KVP/ Deposit receipt of schedule Bank Pledged in favour of the Superintending Engineer, M.I.Division, Sambalpur 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.</p>
<p>The work should not be considered finished until such date as the Superintending Engineer shall certify as the date as on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer or his authorised agents are fully complied with by the contractor to the Superintending Engineer's satisfaction :</p> <p>Actions when whole security deposit is forfeited:</p>	<p>Clause-2(a): the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 1/2 percent of the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or un-finished after the proper dates (The work should not be considered finished until such date as the Superintending Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer or his authorised agents, are fully complied with by the contractor to the Superintending Engineer's satisfaction). And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed. In the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.</p> <p>(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by installments) the Superintending Engineer on behalf of the Governor of Orissa, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.</p> <p>i) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence) 20% of the value of the left over work will be realised from the contractor as penalty.</p> <p>ii) To employ labour paid by Deptt. of Water Resources and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Superintending Engineer as to the value of the work done shall be final and conclusive against the contractor.</p> <p>iii) To measure up the work of the contractor and to take such part of the work of the contract, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof In the event of any of the above courses being adopted by the Superintending Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements , or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed engagement</p>

CONTRACTOR

SUPERINTENDINGENGINEER

	<p>under this contract, unless and until the Superintending Engineer shall have certified in writing the performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so Certified.</p> <p>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 non payment 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.</p>
<p>Contractor remains liable to pay compensation if action not taken under clause – 5</p> <p>Power to take possession of a require removal of or sell contractor's plants</p>	<p>Clause-3 : In any case in which any of the powers, conferred upon the Superintending Engineer by clause 3 here of, shall have become exercisable if the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions in the event any further here of and such powers shall not with standing to be exercisable.</p> <p>In the event of any future case of default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Superintending Engineer putting in force the powers vested in him under the preceding clauses, he may if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Superintending Engineer whose certificate thereof shall be final, otherwise the Superintending Engineer may notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Superintending Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Superintending Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.</p>
<p>Extension of time</p>	<p>Clause - 4 : If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Superintending Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and, the Superintending Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may in his opinion be necessary or proper. The Superintending Engineer shall at the same time inform the contractor whether he claims compensation for delay.</p> <p>In case where the sanction of higher authority to grant extension of time is necessary, the Superintending Engineer will send his recommendation to higher authority. If the order of the competent authority is not received within 60 days from the date of receipt of recommendation of the Superintending Engineer, The Superintending Engineer shall grant extension of time under intimation to the concerned authorities so that the contract shall remain in force, but while communicating this extension of time he must inform the contractor that extension is granted without prejudice to Government's right to levy compensation under relevant clause of the Agreement. Imposition of Penalty will be dealt with office order No. 699, Dt.07.01.2021 of DoWR Govt. of Odisha for grant of extension of time.</p>

Final Certificate	<p>Clause-5 : On completion of the work, the contractor shall be furnished with a certificate by the Superintending Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Superintending Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish, and cleared off the dirt from all wood-work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Officer of the Department of Water Resources in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffoldings surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials; as aforesaid except for any sum actually realised by the sale thereof.</p> <p>Sub-Clause - 5 : If in the opinion of Engineer-in-Charge, which shall be final and binding on the contractor, occupation or utilization of a portion of the work completed in no way interferes with progress of the work the same may be occupied or utilized by on behalf of the Govt. under the written order of the Engineer-in-Charge and to get the defects, if 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 concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.</p>
Payment on intermediate certificate be regarded as advances and bill to be submitted monthly.	<p>Clause-6 : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-Charge or his subordinate shall take the requisite measurement for the purpose having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.</p> <p>Provided that, if any balance of the 7% security, outstanding from each such payment shall be deducted so as to, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected, or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or affect the contract.</p> <p>Clause-7: The final bill shall be prepared by the officers of the Department of Water Resources in accordance with the rules of the Department in the presence of the contractor within one month of the date fixed for completion of the work.</p>

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Stores supplied by Government.	<p>Clause-8 : If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract or are specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then, due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.</p> <p>Clause - 8(a) : "If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that be then or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof".</p> <p>Clause-8(b) : Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause-4.</p>
<p>Works to be executed in accordance with specification, drawing and orders etc.</p> <p>Do not invalidate Contract.</p>	<p>Clause - 9 : The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hour and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.</p> <p>Clause-10 : The Engineer-in-Charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work differs to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to, such proportion. And if the additional work includes any class of work, for which no rate is specified</p>

<p>Extension of time in consequence of alterations.</p> <p>Rates of work not in estimate or schedule of rates of the district</p>	<p>in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered on the schedule of rates of the district, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intension to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.</p> <p>No deviations from the specification stipulated in the contract or additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-Charge.</p> <p>The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-Charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within he aforesaid period.</p> <p>Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.</p>
<p>No compensation for alteration in or restriction of wok to be carried out.</p> <p>Action and compensation payable in case of bad work.</p> <p>Work to be open for inspection.</p> <p>Contractor or responsible</p>	<p>Clause-11 : If at any time after the commencement of the work the Governor of Orissa shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.</p> <p>Clause -12 : If it shall appear to the Engineer-in-charge or his sub-ordinate-in- charge of the work, that any work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the Engineer-in- Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer - in -charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.</p> <p>Clause - 13: All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer - in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer -in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing, present for that purposes. Orders given to the contractor's agent shallbe considered to have the same force as if they had been given to the contractor himself.</p>

<p>Notice to be given before work is covered up.</p> <p>Contractor is liable for damages done and for imperfection for 3 months after certificate.</p> <p>Contractor to supply plant, ladders, scaffolding etc.</p> <p>And is liable for damages arising from provision of lights fencing etc.</p>	<p>Clause-14: The contractor shall give not less than five days notice in writing to Engineer-in-charge or his subordinate -in charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer in charge or his subordinate - in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained,, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work of the materials with which same was executed.</p> <p>Clause-15: If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work of any part of it is being executed or if any damages shall happen to the work while in progress, from any cause whatever or any imperfection became apparent in it within three months from the date of final certificate of its completion shall have been given by the Engineer-in-Charge, as aforesaid the contractor shall make the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.</p> <p>Clause -16: The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer -in -charges stores), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for) the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not to which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in Charge as to any matter as to which under this conditions be is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent or the contractor be paid to compromise any claim by any such person.</p>
	<p>Clause-17: No female labourer shall be employed within the limits of acantonment.</p> <p>The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.</p> <p>The Superintending Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done, by such labourer is less than the wages paid for similar work in the neighborhood.</p> <p>Explanation- Fair wages means wages whether for time of piecework prescribed by the State DOWR provided that where higher rates have been prescribed under the minimum wages Act. 1948 wages at such higher rates would constitute Fair Wages. The Superintending Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighborhood.</p>

<p>Worknot to besublet.</p> <p>Contract may be rescindedand security deposit forfeited for subletting, bribingor if contractor becomes insolvent.</p> <p>Sum payable by way of compensation tobe considered as reasonable compensation without reference to actual loss.</p> <p>Changes in constitution of firm.</p>	<p>The officer-in-charge of the work shall have the right to decide whether anylaboureremployedbythecontractorisbelowtheageoftwelveyearsandto refuse toallowanylabourerwhomhedecidestobebelowtheageoftwelveyearstobeemployed bythe contractor.</p> <p>Clause-17(a)– The contractor shall if so required by the Engineer-in-Charge employ one or more Engineering Graduates or Diploma holders as apprentices at his own cost of the work as shown in the tender exceed Rs.2,50 Cr. The Chief Engineer will select the apprentices. The period of employment will commence within one month after the date of work order and would last until the date when 90% of the work is completed. The stipend to be paid to the apprentices should not be less than Rs. 200/- per month in the case of graduate Engineers and less than Rs.150/- per month in case of Diploma holders. The number of apprentice to be employed shall be fixed by the Chief Engineer in a manner so that the expenditure does not exceed 1 % of the tendered cost of the work.</p> <p>Clause-18: The contractor shall not be assigned or sublet without the written approval of the Superintending Engineer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt to do so or if any bribe, gratuity, gift, loan, perquisite reward, or advance, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or persons in the employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Superintending Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure if he contract had been rescinded under the clause 2 thereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.</p> <p>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.</p> <p>Clause-20: In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information.</p> <p>In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause-2 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.</p> <p>Clause21: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Additional Chief 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.</p> <p>Clause-22: Deleted.</p> <p>Clause-23: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment In respect of the Items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.</p> <p>Clause-24: In the case of any class of work for which there is no such specification as is mentioned in the rule 1, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.</p>
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<p>Lump sums in estimates.</p> <p>Action where no specification.</p> <p>Definition of works.</p>	<p>Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.</p> <p>Clause-25 : The expression “work” or “work” where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.</p> <p>Clause-26: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman’s compensation Act-VII of 1923 to any workmen employed in course of execution of any part of the work covered by these contract.</p> <p>Clause-27 : That the purpose of jurisdiction in the event dispute if any, the contract should be deemed to have been entered into within the state of Orissa and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Orissa.</p> <p>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.</p> <p>Clause-29 : Sanitary arrangements will be made by the contractor at this own cost for his labour camp.</p> <p>Clause-30 : The contractor shall bear all taxes including sales tax, Income tax, royalty, fair-weather charges and tollage, where necessary.</p>
	<p>Clause-31(a) i: If during the progress of the work the price of any materials incorporated in the work (not being materials supplied from the Engineer-in-Charge’s store in accordance of the clause thereof) increases or decreases as a result of increase or decrease in the Average Wholesale Price Index (all commodities)and the contractor thereupon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall entitled to reimbursement or liable to refund quarterly the case may be, such as an amount as shall be equivalent to the plus or minus difference of 75% in between the Average Wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :</p> <p><u>Formula to calculate the increase or decrease in the price of materials :</u></p> $VM = \frac{0.75 P_m R (i - i_o)}{100 i_o}$ <p>VM = Increase or decrease in the cost of work during the quarter under consideration due to changes in prices of base materials.</p> <p>R = the value of work done in rupees during the quarter under consideration</p> <p>i_o = Average Wholesale Price Index (all commodities) prevailed during the quarter in which the tender was opened.</p> <p>i = Average Wholesale Price Index (all commodities) prevailed for the quarter under consideration.</p> <p>P_m = Percentage of material component as per sub clause of this clause.</p> <p>(ii) Where original contract period is one year and above, increase/decrease of cost of steel, cement and bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Govt. when the total claim is more than Rs.50, 000/- and with prior approval of Engineer-</p>

	<p>in-Chief/Chief Engineer (as the case may be) when the claim is upto Rs. 50,000/-. The concerned Superintending Engineer shall make recovery in the case of decrease from the contractor immediately. The costs shall be determined as follows.</p> <p>Steel: Rate as fixed by Steel Authority of India Ltd., (SAIL) Cement: Average factory price of three manufacturers of cement inside the state Bitumen: Rate as fixed by Indian Oil Corporation (IOC)</p> <p>(iii) Where original contract period is more than six months and below one year, increase/decrease of cost of steel, cement and bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Govt. when the total claim is more than Rs. 50,000/- and with prior approval of Engineer in-Chief/Chief Engineer (as the case may be) when the claim is up to Rs. 50,000/- subject to the fulfillment of the condition mentioned below:</p> <p>(i) The cost shall be determined as follows. Steel: Rate as fixed by Steel Authority of India Ltd., (SAIL) Cement: Average factory price of three manufacturers of cement inside the state Bitumen: Rate as fixed by Indian Oil Corporation (IOC)</p> <p>(ii) Cost of the Project should be more than Rs. 50.00 lakhs. However, the differential cost of such materials may be paid to the contractor after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.</p> <p>(iii) Contractors have to submit the vouchers showing procurement from an authorized dealer for the said work within 28 days before utilization of steel, cement and bitumen.</p> <p>(iv) Differential cost will be allowed only for the original agreement period, but not for the extended period even though it might have been validly extended.</p> <p>(v) Differential cost will be allowed only after successful completion of the work as per approved work programme.</p> <p>(vi) Stipulations contained in the existing clause 31(a), (ii) recovery in case of decrease shall be made by the concerned Superintending Engineer from the contractor immediately.</p>
	<p>Clause 31(b)</p> <p>Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in the Minimum Wages for Industrial Workers prescribed in the Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work with such increase or decreased wages, then he shall be entitled to reimbursement or liable to refund quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference in between the Minimum Wages for Industrial Workers which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below:</p> <p><u>Formula to calculate the increase or decrease in the cost of labour:</u></p> $V_L = \frac{0.75 P I}{100} \frac{(i - i_0)}{i_0}$ <p>V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of labour. R = the total value of work done in rupees during the quarter under consideration. i₀ = Average Minimum Wages for labour in the state as prevailed</p>

5	<p>during the quarter in which the tender was opened.</p> <p>i= _____ Average Minimum Wages for labour in the state prevailed during the quarter under consideration.</p> <p>PI= _____ Percentage of labour component as per sub-clause of this clause.</p> <p>Clause 31(c) : _____ Similarly, if during the progress of work, the prices of Petrol, Oil and lubricants (Diesel oil being the representative item for price adjustment) increases or decreases as a result of the price fixed therefore by the Government of India & the contractor thereupon necessarily and properly pays such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference in _____ between the price _____ of P.O.L _____ which _____ is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below:</p> <p style="text-align: center;"><u>Formula to calculate the increase or decrease in the price of P.O.L:</u></p> $K1 \frac{0.75 - K2}{100} R \frac{(D_2 - D_1)}{D_1}$ <p>K1= Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P.O.L.</p> <p>R= the value of work done in Rupees during the quarter under consideration. D1= Average price per litre of diesel oil which is fixed by the Government of India for the nearest consumer P.O.L pump during the quarter in which the tender was opened.</p> <p>D2= Average price per litre of diesel oil which is fixed Government of India for the nearest consumer P.O.L pump during the quarter under consideration.</p> <p>K2= Percentage of P.O.L. component as per the sub-clause.</p>
	<p>Clause 31 (d): The following shall be the percentage of material, labour and _____ P.O.L. component for reimbursement/refund on variation in price of material, labour and P.O.L. as per sub-clause (a), (b) and (c) of this clause.</p>

CONTRACTOR'S SUPPLY

Category of works	% of Cement	% of Steel	% of Bitumen	% of other materials	% of labour	% of P.O.L
IRRIGATION WORKS						
a) Structural Works	To be calculated	To be calculated	To be calculated	65— (calculated % of all three previous items)	30	5
b) Earth work, canal bankment work				35	60	5

Clause-31(e)

There reimbursement/refund on variation in price of materials, labour and P.O.L (vide Works Department letter No. 21360, dated 25.09.1991) as per sub-clauses (a) (b) and (c) of this clause shall be applicable in the following manner.

“In terms of the aforesaid escalation clause where the period _____ for completion of the work as stipulated _____ in the agreement is ~~less than one year, no escalation is admissible at all.~~ In case _____ of work where the stipulated period of completion is ~~one year and more,~~ the escalation on account of price variation is admissible only for the remaining period after excluding ~~the one year period~~ thereof, provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situations, where the period of

completion initially stipulated _____ in the agreement was ~~less than one year~~ and subsequently the completion period has been validity extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period ~~after excluding the first one year period therefrom.~~

Clause 31-(f) The contractor shall for the purpose of sub-clause (a)(b) and (c) of _____ this clause _____ keep such books of account and other documents as necessary to show 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 verified in such manner as the Engineer-in-charge may require any document kept and such other information as the Engineer-in-charge may require.

Clause 31-

(g) The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such materials/wage of labour and or price of POL given notice thereof to the Engineer-in-charge stating that the same is given in pursuance to this condition together with an information relating thereto which may be in a position to supply.

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

FAIR WAGE CLAUSE

Clause-33

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

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

(b) The contractor shall, not withstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourer indirectly engaged on the work including any labour engaged by his subcontractors in connection with the said work, as if the labourers had been immediately employed by him.

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

(d) The Superintending Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of wages or of deductions made from 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 Orissa, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

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

(g) Under the provision of the Minimum Wages Act 1948 and the minimum wages (Central Rules, 1950) the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Superintending Engineer of Sub-Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourers and pay the same to the persons entitled thereto from any money due from the contractor.

(h) The contractor shall at his own expense provide or arrange for the provision of footwear for any labour doing ultratech

mixing work and black topping work of roads (the contractor has under taken to execute under this contract) to the satisfaction of the Engineer-in-Charge, and on his failure to do so, the Government shall be entitled to provide the same and recover the cost from the contractor.

- (i) The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:
- i.) The number of labourer employed by him on the work.
 - ii.) Their working hours.
 - iii.) The wages paid to them
 - iv.) The accident if any occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injury caused by them and;
 - v.) The number of female workers who have been maternity benefit according to clause (K) and the amount paid to them, failing which the contractor shall be liable to pay the Government a sum not exceeding Rs.50/- for each default of materially incorrect statement. The decision of the Superintending Engineer shall be final in deducting from any bill due to the contractor, amount levied as fine.
- (j) In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by the Government from time to time for the protection of health and sanitary arrangement for the workers employed by the Orissa Public Works Department and this will apply to work place having 50 or more workers.
- (k) Maternity benefit rules for female workers employed by the contractor, leave and pay during leave shall be regulated as follows:
- a) **Leave:** In respect of Delivery: Maternity leave not exceeding 8 weeks (4 weeks up to and including the day of delivery of 4th weeks following that day,.
- in case of miscarriage: Up to 3 weeks from the date of miscarriage.
- ii.) **Pay:** In case of Delivery: Leave pay during maternity leave will be at the rate of the woman's average daily earnings calculated on the total wages earned on the days when full time work was done during the period of three months immediately proceeding the date of which she gives notice that she expects to be confined or at the rate of Rs.52.50 a day whichever is greater.
- In case of miscarriage: Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of miscarriage.
- Condition of the grant of maternity leave:** No maternity leave benefit shall be admissible to a woman unless she has been employed for a total not less than 6 months immediately proceeding the date on which she proceeding on leave.

CONTRACTOR

SUPERINTENDING ENGINEER

**MODEL RULES
FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS
EMPLOYED BY ORISSA P.W.D.CONTRACTORS**

1. APPLICATION: These rules shall apply to all construction work in-charge of Orissa Public Works Department, which is 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 is employed in connection with construction work.
 - ii. "Large Work Place" means a place at which an average of 500 or more workers is employed in connection with a work.
3. FIRST AID:
 - i. At every work place, there shall be maintained in a readily accessible place for first-aid appliances including an adequate supply of sterilizer dressings and sterilized cotton wool. The appliances shall be kept in good order and in large work places, which shall be readily available during working hours.
 - ii. At Large Work Places, where hospital facilities are not available within easy distance of works, first aid posts shall be established and run by a trained Compounder.
 - iii. Where Large Work Places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
 - iv. Where Large Work Places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of the city, 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 person or persons suddenly taken ill to the nearest hospital.
4. DRINKING WATER:
 - i. In every work places there shall be provide and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
 - ii. 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.
 - iii. Every water supply of storage shall be at distance of not less than 50 feet from any latrine, drain or other sources of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.
 - iv. A reliable pump shall be fitted to each covered well and trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
 - v. The temperature of the drinking water supplied to worker shall not exceed 90°F.
5. WASHING AND BATHING PLACE:
 - i. Adequate washing and bathing places shall be provided separately for men and women.
 - ii. Such places shall be kept clean and well drained condition.
6. SCALE OF ACCOMODATION IN LATRINES NAD URINALS:

There shall be provided within the premises of every work place, latrines and urinals in an accessible places and accommodation, separately for each of them for men and women not less than the following:

i.	Where the number of person employed does not exceed 50	No.of seats 2.
ii.	Where the number of person employed does exceed 50 but not exceed 50	No.of seats 3.
iii.	For every additional 100 employees (in particular cases, the Superintending Engineer shall have the power to vary the scale where necessary)	No.of seats 3 per 100
7. LATRINE AND URINAL FOR WOMEN:

If women are employed, separate latrines and urinals separate from that for men 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.

CONTRACTOR

SUPERINTENDING ENGINEER

CLEANLINESS OF LATRINES AND URINALS:

Except in work places provide with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receptacles on dry-earthen system, which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacle shall be tarred inside and outside at least once in 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 this 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 the Asst. Director of public Health of Municipal, Medical Officer of Health as the case may be in whose jurisdiction the work place is situated. Alternatively, excreta may be disposed off by putting a layer of light soil at the bottom of pucca tank prepared for the purpose and covering it with a layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

11. PROVISIONS OF SHELTERS DURING REST:

At every work place, there shall be provided free of cost, two suitable sheds one for meals and other for rest or use of the labourers. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof.

12. CRECHE:

- a. At every work place at which more than 50 women workers are employed, there shall be provide only hut for the use of children under the age of 6 years, 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 the lower standard than the following:
 - i. Thatched roofs.
 - ii. Mud floors and walls.
 - iii. Plants spread over the mud floor and covered with mat.
 - iv. The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two Dhais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.
- b. Where the number of women is more than 50, the contractor shall provide one hut and one Dhai to look after the children of women workers.
- c. The size of the 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.

ORISSA P.W.D CONTRACTOR'S LABOUR REGULATIONS

- 1) **Short title:** These regulations may be called "Orissa Public Works Department Contractor's Regulations".
- 2) **Definitions:** In these regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say:
 - i. **"Labour"** means a worker employed by the contractor of Orissa Public Works Department, directly or indirectly through sub-contractor or other person, or by an agent on his behalf.
 - ii. **"Fair Wages"** means wages whether for the time or piece work prescribed by the State Public works Department, provided that where higher rates have been prescribed under the Minimum Wages Act.1948, wages at such rates would constitute fair wages.(WD No.22059 dt: 16.8.77).
 - iii. **"Contractor"** shall have the same meaning as defined the Payment of Wages Act and include time and piece rate wages, if any.
- 3) **Display of notices regarding wages etc:** The contractor shall :
 - i. Before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices on English and in the local Indian Language spoken by the majority of the workers, giving the rate of wage prescribed by the State P.W.D/ Electricity Department for the district which the work is done.
 - ii. Send a copy of the notices to the Engineer-in-charge of the work.
- 4) **Payment of wages:**
 - i. Wages due to every worker shall be paid to him direct.
 - ii. All wages shall have to be paid in cash where no food grain is supplied by the department or partly in cash and partly in grain, if food grain is supplied by the Department to the contractor for issue to labour engaged on the work.
- 5) **Fixation of Wages period:**
 - i. The contractor shall fix the wage period in respect of which the wages be payable.
 - ii. No wage period shall exceed one month.
 - iii. Wages of every workmen 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.
 - iv. 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.
 - v. All payments of wages shall be made on a working day.
- 6) **Wage book and Wages cards etc:**
 - 6.1 The contractor shall maintain a wage book of each worker in such forms as be convenient, but the same shall include the following particulars-
 - a. Rate of daily or monthly wages.
 - b. Nature of work on which employed.
 - c. Total number of days worked during each wage period.
 - d. Total amount payable for the work during each wage period.
 - e. All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - f. Wage actually paid for each wage period.
 - 6.2 The contractor shall also maintain a wage card for each worker employed on the work.
 - 6.3 The Superintending Engineer may grant an exemption, from the maintenance of wage bond, wages cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.
- 7) **Fines and deduction which may be made from wages:**
 - 7.1 The wages of a worker shall be paid to him without any deduction of any kind except the following-
 - a. Fines.
 - b. Deductions for absence from duty, i.e., from the place or places where the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - c. Deduction for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - d. Any other deductions which the Orissa Government may from time to time allow.
 - 7.2 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 cause against such fines or deduction.

- 7.3 The total amount of fines which may be imposed in any one wage period on a work shall not exceed an amount equal to 10% in a rupee of the wages payable to him in respect of that wage period.
- 7.4 No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.
- 8) Register of Fines, etc:**
- 8.1 The contractor shall maintain a register of fines and of all deductions for the damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- 8.2 The contractor shall maintain a list in English and in the local Indian language, clearly defining the 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 places on the work.
- 9) Preservation of Register:**
The wage register, the wage cards and the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.
- 10) Powers of Labour Welfare Officer to make investigation or enquiry:**
The labour Welfare Officers or any other persons authorised by the Government of Orissa on their behalf shall have the power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall at liberty to investigate into any complain regarding default made by the contractor, sub-contractor in regard to such provisions.
- 11) Report of Labour Welfare Officers:**
The Labour Welfare Officers or others authorised as aforesaid shall submit a report of the result of his investigation or enquiry to the Superintending Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourer concerned.
- 12) Appeal against the decision of Labour Welfare Officer:**
Any person aggrieved by the decision and recommendation of the Labour welfare Officer or other authorised person, may appeal against such decisions to the Labour Commissioner within 30 days from the date of the decision forwarding simultaneously a copy of his appeal to the Superintending Engineer concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.
- 13) Inspection of Registers:**
The contractor shall allow inspection of the wage book and wage cards of any of his workers at a convenient time and place after due notice is received or to the Labour Commissioner or any other person authorised by the Government of Orissa on his behalf.
- 14) Submission of Return:**
The contractor shall submit periodical returns as may be specified from time to time.
- 15) Amendments:**
The Government of Orissa may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Orissa on that behalf shall be final and binding on that effect.

Clause-34

The terms and conditions of the agreements have been read/ explained to me and I Sri/Smt
..... certify that I clearly understand them and agreed to abide by these rules.

Date:

Witness

Contractor

CONTRACTOR

SUPERINTENDING ENGINEER

ADDENDUM TO CONDITION OF CONTRACT

2. TIME CONTROL.

2.1 Progress of work and re-scheduling programme.

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

2.1.2 Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-charge for approval and programme commensurate to clause no 2 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.

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

2.1.4 If at any time it should appear to the Engineer-in-charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of the Engineer-in-charge a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-charge may withhold hold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over dues programme has been submitted.

2.1.5 An update of the programme shall be a programme showing the act all 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 submit it to the Engineer-in-charge again at any time. A revised programme is to show the effect of variations and compensation events.

2.2. Extension of the Completion date.

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

2.2.2 As soon as possible after the contract is concluded the contractor shall submit a time and progress chart for each milestone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works, it shall indicates the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the contract documents, and further to ensure good progress during the execution of the work the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

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

- i. Abnormally bad weather or –
- ii) Serous loss or damage by fire or
- iii) Civil commotion, local commotion of workmen, strike or lockout, officers any of the heads employed on the work or
- iv) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge, 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 incurred additional cost or
- vi) Any other cause, which, in the absolute discretion of the authority mentioned, in contract date is beyond the contractor's control.

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

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

2.3 Compensation for delay.

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

This will also apply to items or group of items for which a separate period of completion has been specified.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or to the tendered value of the item or group of item of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in contract date, or the rescheduled milestone(s) in terms of clause 2.5 the amount shown against that

milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contract. However, if the contractor catches up with the progress of work on the subsequent milestone(s) the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s) amount mentioned against such milestone missed subsequently also shall be withheld. However no interest, what so ever, shall be payable on such withheld amount.

2.4 — Bonu for early completion.(Not Applicable)

~~2.4.1 — In case the contractor completes the work ahead of scheduled completion time, a bonus 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor subject to a maximum limit of 2% (two percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work.~~

~~The Bonus/ Incentive should be paid in respect of individual project for new construction/ substantial additional improvement works, the minimum value for which the Bonus/ Incentive applicable is given below.~~

<u>Type of work</u>	<u>Minimum Value</u>
1. Building work / P.H. Work	Rs. 40.00 Lakhs
2. Road Work	Rs. 300.00 Lakhs
3. Irrigation works	Rs. 1,000.00 Lakhs

~~Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule. For availing incentive clause in any project which is completed before the stipulated date of completion, subject to the stipulations it is mandatory on the part of the concerned Superintending Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE,CE & the Administrative Department. The incentive for completion should be on a graduated scale of one percent to 10 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.~~

~~Before 30% of contract period = 10% of contract value
Before 20% to 30% of contract period = 7.5% of contract value
Before 10% to 20% of contract period = 5% of contract value
Before 5% to 10% of contract period = 2.5% of contract value
Before 5% of contract period = 1% of contract value~~

2.5 Management of Meetings.

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

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

RELEVANT PROVISION IN THIS CONTRACT STANDS MODIFIED ACCORDINGLY.

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CHAPTER- II
SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

1. DEFINITIONS :-

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

- a) **Approved/Approval** - Means approved in writing.
- b) **Construction Plant** - Means all equipments, appliances or things of whatsoever nature required for the executing, or completion, maintenance of the works or temporary works but 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 renderers General and Special conditions of the contract, Technical specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
- d) **Contractor** - Means the particular person, firm or Corporation with whom the contract has been made for executing the work.
- e) **Drawing** - Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Engineer-in-charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.
- f) **Engineer-in-charge** - Means the Superintending Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Superintending Engineer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.
- g) **Government** - Means Government of Orissa, Department of Water Resources.
- h) **I.S./B.I.S** - Means Indian Standard Specifications/ Bureau of Indian Standard.
- i) **Temporary works** - Means all temporary works of every kind required for the performance of the contract.
- j) **Specification** - Whenever the terms " Specification " is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

2. EARNEST MONEY DEPOSIT.

- i) Tenderers including Govt. undertakings are required to deposit Earnest Money @ 1% of the amount put to tender.
- ii) In case the contractor proposes to engage machineries and equipments as asked for in the tender document owned or hired but deployed outside the State, he /she is required to furnish additional 1% EMD as bid security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries with stipulated time as per the tender document.
- iii) As per the Works Department office memorandum No- 1499, Dt.01.02.2023 the bidders are requested to submit Bid Security may be taken in shape of NSC/ Post Office savings bank account/ Post Office time deposit account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer (Superintending Engineer, M.I. Division, Sambalpur) from any Nationalised Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ e-Bank guarantee executed on the National e-Governance Services Ltd.(NeSL) Digital document Execution Portal towards EMD/ Initial security deposit any other security deposit from the contractor or supplier. otherwise the bid will be liable for rejection.
- iv) No Cash/ Cheque payments are accepted.
- v) Earnest money given with one tender previously and submitted with other tender is not to be entertained.

3. TAX CERTIFICATES

The tenderers are also required to furnish Xerox/attested copy of the valid PAN CARD, ITCC (if any), GST along with tender documents failing which the tender may not be considered. The original are to be shown at the time of opening. The bidders registered out side the State are required to submit an undertaking in the form of an affidavit that they are not registered under the GST Act in the state of Orissa as they have not started any business in the state and they have no liability under the act. But Bidder has to produce GST clearance certificate in form GST 612 before signing of the agreement.

4. TIME OF COMPLETION

The work is to be completed within with in the period indicated in the detailed tender call notice which includes the period of monsoon commencing from the date of issue of order to proceed with the work.

5. PRE BID INSPECTION BY CONTRACTORS

The tenderers are required to go through each clause of PWD form No.P-1 carefully in addition to clause mentioned herein before tendering. In any case the tenderer shall be deemed to have carefully examined the tender documents, visited the site of work and its surroundings and satisfied himself as the form and nature of the site, approach roads, haul roads, local conditions, assessed all the facilities including requirement and availability of labour and materials needed from complete execution of the work and made an inventory of such information as to the risks, contingencies and other circumstances which would influence or effect his tender before tendering. He should also satisfy himself about the sufficiency of availability of materials in quarry and borrow area. The Department will not be responsible for any misjudgment of the tender on the account for any future claims.

6. VALIDITY OF TENDER

6.1 The contractor should have registered his/her name in Contractors Database Management System (CDMS) irrespective of tender amount in concurrence to Letter No.30613, dt.22.07.2019 of Engineer-in-Chief(Civil), Odisha,Bhubaneswar. Non registration in CDMS portal is liable for rejection of the tender.

6.2 On the outer cover the tenderers should write the name of the work and authority who had issued the tender. They should submit the tender document in correct identification box. The tender submitted in the wrong box shall not be taken into consideration.

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

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

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

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

6.7 Loose letters found in the tender box intimating modification to the tenders already submitted will not be considered.

6.8 Rate quoted should be for finished items of work and for sufficiency as per the description of the schedule of quantity and specification and shall include all taxes including rent. GST on works contract, royalty, cess and general and incidental charges pertinent to the work, other charges of materials, octroi duty, ferry tolls, conveyance charges and other costs on account of land and building including temporary building required by the tenderer for collection of materials storage, housing of staff or other purpose for the work.

The tender must quote the rate for each item of work to be included in contract and tenders containing indefinite terms such as estimate rate or at percentage basis shall not be considered. All rates must be for finished items of work unless otherwise mentioned in then tender schedule.

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

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

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

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

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

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

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

6.15 An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents including E.M.D.

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

7. AWARD OF CONTRACT

7.1 The tenderer whose tender is selected for acceptance shall within a period of fifteen days upon written intimation being given to him by Registered post to deposit, initial security deposit so that the EMD and initial security deposit will be 2% (two percentage) +additional security 1% in case of machineries to be hired from outside, of the accepted tender amount and sign the agreement in the PWD form P-1 (Schedule SLV. No.61) for fulfillment of the contract in the office of the Engineer-in -charge. This initial security deposit together with the EMD and the amount of 5% deduction from each running bill as per P-1 agreement shall be retained as security deposit for the fulfillment of this contract. This security deposit will carry no interest. Failure to enter into the required agreement and to pay the security deposit as above within the specified period shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement is first signed by the Contractor and then by the Superintending Engineer, the department will accept the initial security deposit in the accepted from prescribed in clauses as above pledged in favor of the Engineer-in - Charge and in no other form. The Security deposit deducted from each running bill will be 5%.If the contractor express his request in writing he will be permitted to convert the security deposit of 5% into interest bearing securities (for an amount not less than Rs.10.00 lakh in each case which will be pledged in favour of the Superintending Engineer)

Successful bidder registered under other state government/ MES/ Railways/ CPWD has to register under the State PWD before signing of the agreement.

7.2 The work may be splitted up and distributed among several contractors if considered necessary in urgency of circumstances of the work and the contractor will not be entitled to any compensation on this account.

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

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

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

The name of such Engineering personnel appointed by the contractor who would be supervising the works should be intimated to the tender receiving authority along with each tender. Each bill of the contractor shall be accompanied by an employment roll of engineering personnel together with certificate of the Graduate Engineer or Diploma holder employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

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

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

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

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

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

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

8.4 Blasting where required shall be taken up only when proper precaution have been taken for the protection of lives and property in accordance with I.S. 4081 – 1967 safety code for blasting and related drilling operations. Only persons licensed for and thoroughly conversant with the working methods and precaution to be observed in using explosives shall carry out blasting. To avoid the danger of injury from flaying debris, all personnel in a blasting area shall retreat to an adequate cover. While carrying out excavations, adequate precautions in accordance with I.S. 3764 – 1966. Safety code for excavation works shall be taken for the safety of workers. The contractor shall have to abide by the blasting rules & regulations.

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

9. CHANGE OF ADDRESS OF CONTRACTOR:

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

All the correspondence should be made in English.

10. ARCHAEOLOGICAL FINDINGS

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

11. CONTEMPORARY CONTRACTORS

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

12. TAXES:

- a. The rates quoted by the Contractor shall be deemed to include GST and other taxes including royalties of all materials that the contractor will have to purchase for performances of this contract.
- b. During the course of contract period deductions of GST on works contract turn over at the source, shall be made from each bill at such rate and conditions as may be required under the provision of Orissa GST Act and Rules.
- c. **INCOME TAX:**
Two percent (2% + 12% Surcharge) of the gross amount of each on going account will be recovered from the contractor towards Income Tax (Provisional or as advised by Income Tax Department)
- d. **LABOUR WELFARE CESS:**
One percent (1%) of the gross amount of each on going account (Bill) will be deducted from the contractor towards Labour welfare **CESS**.

13. INTEREST:

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

14. PLANS AND DRAWINGS:

The work has to be carried out in accordance with the Orissa detailed standard specification and relevant I.S. specification pertaining to the tendered items of work and specifications and special conditions appended here to Drawings will be supplied to the contractor to execute the work in general conformity therewith. These drawings will be supplemented by such additional, general and details drawings or directions as may be considered necessary or desirable as the work progress. No claim will be entertained due to change of drawing.

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Where details shown on those drawings differ from the requirement of the specifications, the requirement of the specifications shall govern and the contractor shall not work without proper drawings, direction and instructions. He shall check all drawings carefully and bring to the notice of the Engineer-in-charge any error and omissions and discovered, where upon the Engineer-in-charge shall prepare revised additional drawings and specifications as may be required. All such additional general and detailed drawings will be binding on the Contractor under the same terms and conditions as provided in clauses of P1 agreement. The decision of the Engineer-in-charge with regards to specification is final, for which no compensation or claim will be entertained.

15. CONSTRUCTION PROGRAMME:

i) The contractor shall have to submit the construction programme i.e. the plan and programme of execution for completion of the work at the time of agreement to the Engineer-in-charge. the construction programme should be such that, road work will commence after completion of 75% of lining work, or otherwise after completion of the canal work including structure in full shape. The Engineer-in charge shall have to approve the said construction programme by fixing a pragmatic mile stone with reference to the provisions laid down under clause 2(a) of the condition of the contract, for timely completion of the work and accordingly the work is required to be executed.

ii) If the revised construction programme is required on account of non-completion of work for which Extension of Time is required or for disruption of the execution in the stipulated period, the contractor shall have to submit the same to the Engineer-in-charge along with the Extension of Time application, if extension of time is prayed for or immediately after disruption of the execution mentioning the clear reasons as the case may be, for revision of work programme. The decision of the Engineer-in-charge is final and binding on the contractor. The contractor shall arrange for additional shifts whenever necessary to suit the revised construction programme. No extra payment on this account is admissible.

iii) The contractor has to make adequate lighting arrangements for night works wherever necessary in fulfillment of the construction programme at his own cost and no extra payment on this account is admissible.

16. AVAILABILITY OF LABOUR:

Labour required for the work may not be available to the full extent in the locality. The contractor may have to import labour from outside.

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

17. SUSPENSION OF WORK:

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

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

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

18. ITEMS NOT COVERED IN THE SCHEDULE:

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

19. PRE-CAUTIONARY MEASURE:

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

20. TOOLS AND PLANT:

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

21. HAUL ROADS:

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

22. DEPARTMENTAL STOCK MATERIALS:

The contractor may be issued stock materials as per terms and conditions specified under Clause - 8 of F-2 contract for bonafied use in the work. It shall be his responsibility to make all arrangements for proper transport, safe storage, watch and ward of materials and all other charges incidental there on. No payment shall be made on this account to the contractor separately.

He shall be responsible for any loss or damage of departmental materials and machinery during transit and execution of work. The stock materials to be issued by the Department and details there of is annexed separately Annexure-IV.

23. CONSTRUCTION SHEDS:

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

- 23.1. In the event of delay in supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.
- 23.2. Any slip debris and other foreign materials deposited on the working region on account of rains, flood or any other cause prior to and during the course of execution and till the work is completely taken over the department have to be cleared by the contractor at his cost. The rates quoted by the contractor shall be inclusive of all such contingencies.
- 23.3. The contractor shall not interfere with the execution of water supply or electrical arrangements or any other works entrusted to any other agency by the Department at any time during progress of work.
- 23.4. It shall be the responsibility of the contractor to make such arrangements as may be required from time to time to protect men, machinery and the works against damage due to flood and the department accepts no liability whatsoever for damage or loss on this context.

24. SITE CLEARANCE:

Such portion of the site of work as may be considered necessary for the purpose of alignment and demarcation shall be cleared of jungle, if any by the contractor at his own cost.

The limits of the structure within which work will be carried out within the scope of the contractor shall be suitably demarcated by the Department.

The contractor has to supply necessary labour at his own cost fixing benchmark pillars/alignment pillars / alignment and pegs and also for layout, leveling and profiling and maintaining the same till completion of the work. The contractor at his own cost will supply cement concrete pillars required for layout. The generally layout and Bench mark pillars already laid out by the Department is to indicate generally this alignment of Canal in the field. The contractor while taking up excavation works will preserve original pillars.

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

25. OTHER CONTRACTORS:

Contractor's operations shall be so planned as to prevent water from his work flowing or finding way in to the neighboring reaches. In the event of water from his reach flowing or finding way into the neighboring or subsequent reaches, the respective contractor shall be liable to pay compensation towards any expenditure incurred and loss or damage sustained by the concerned contractor(s) on account of the said reasons unless they otherwise mutually settle the issue amongst themselves. Provided that if there, by any dispute among the contractors on the account of such compensation arises, the decision of the Engineer-in-charge shall be final and conclusive and binding on concerned contractor.

26. ORDER BOOK:

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

27. CLAIM BOOK:

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

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

28. RULE TO VERBAL ORDER:

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

29. STATUTORY OBLIGATIONS OF CONTRACTOR:

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

- 29.1. The contractor shall have to construct and maintain coffer dam as required for the work during execution at his own cost.
- 29.2. Bailing out water from foundation, construction of cross bund dewatering wherever necessary during execution of the work shall have to be done by the contractor at his own cost.
- 29.3. Gangway, scaffolding or any such arrangements required for the work are to be provided by the contractor at his own cost as per direction of the Engineer-in-charge. The Department will have the right to inspect such arrangement made for the work and reject partly or fully such structures found defective in opinion of the Engineer-In-Charge.
- 29.4. Department shall not pay compensation to the contractor for the damage occurred to the materials and work entrusted to his due to natural calamities.

30. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES:

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

31. EMERGENCY MEASURE:

The work may be split up and distributed among several contractors if considered necessary on the emergency of the circumstances of the work and the contractor will not be entitled to any compensation to this account.

32. SAFETY OF MACHINERIES:

Unusual flood may occur during the working season. In the event of overtopping or breach in the cofferdam/embankment due to such flood in the working season resulting in flooding of the working area or outside the working area, the contractor shall make his own arrangement to shift the machineries and equipments, materials etc. to a safe place at his own cost. The work shall be resumed after the floods. Necessary reconstruction of the cofferdam / embankment clearing the working area of debris and silt shall have to be done by the contractor at his own cost. Suitable extension of time may however be granted in such eventualities at the request of the contractor, but no compensation whatsoever shall be paid in this regard.

33. CONTRACTOR DYING, BECOMING INSOLVENT, INSTANCE OR IMPRISONED:

(a) In the event of the death, insanity, insolvency and imprisonment of the contractor or the contractor being a partnership or firm becomes dissolved or being a corporation goes into the liquidation, the contract may be terminated by notice in writing posted at the site of work and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the contractors due to Govt. there from at appropriate rates to the person or persons entitled to receive and given dishonor-age for the payment.

(b) If the contractor becomes bankrupt or has a receiving order made against him or compound with his creditor or being a Corporation commence to be wound up not being a voluntary winding up for the purpose only an amalgamation or reconstruction or carry on its business under a receiver for the benefit of the creditors of any of them, the Department shall be at liberty.

- i) To give such liquidator receiver, or other person the option of carrying out the contract subject to his providing a guarantee for the due, faithful performance of the contract up to an amount to be determined by the Department.
- ii) To terminate the contract forthwith by notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contract may become vested and to act in the manner as per prevalent clauses of P-1 contract.

34. 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 canal 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 Superintending Engineer or his authorized officer. If, in the opinion of the Engineer-in- Charge, the site is not free from problem for measurement and the contractor does not take any corrective measures to get rid of same, the Engineer-in-Charge shall make the site free from problem to take the measurement at the cost of the contractor and to determine cost involved there of, certificate by the Engineer-in- Charge for the purpose, shall be conclusive and binding.

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

35. REMOVAL OF CONTRACTOR'S MEN:

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

36. DETAILS CALL NOTICE BEING PART OF CONTRACT:

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

37. FAIR WAGES CLAUSE:

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

38. LABOUR LICENSE AND REGISTRATION:

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

39. PRICE PREFERENCE:

- a) Schedule Caste and Schedule Tribe tenderers will be given concession where their tenders are within **10% of the rate quoted by the lowest tenderer for the work**. The work may be considered for award to him / them at the lowest tendered rate in relation of rule 18 of O.G.F.R. Vol. 1 Para 2.5.14 of O.P.W.D. Code vide Govt. of Orissa Works Deptt. Circular No.27748 dated 11.10.77.
- b) Preference in price will also be given to M/s Orissa Construction Corporation Ltd. as per relevant Govt. Circular.

40. QUALITY CONTROL AND TESTING:

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

41. TESTING OF THE STRUCTURES:

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

42. DEFECTS LIABILITY:

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

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

43. ENGINEER-IN-CHARGE'S DECISION:

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

44. PAYMENT OF PRICE ESCALATION IN THE CONTRACT CONTAINING THE PRICE ADJUSTMENT CLAUSE:

With regard to payment of price escalation during the extended period when the reasons for delay are not attributable to the contractor, it is clarified that where the extension of time is allowed by the Govt. / Higher authorities with the benefit of price escalation in respect of the balance work left for execution, pragmatic revised milestones should be fixed for completion of the balance work. The escalation calculation should be based on the milestones which could have been achieved by the contractor during the agreement period and extended period and should be limited to the quantities stipulated therein. Payment of price escalation during extended period will be paid subject to approval of the same by the Government of Orissa, Department of Water Resources.

45. 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.

46. RESOLUTION OF DISPUTES:

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

47. JURISDICTION OF COURT:

the purpose of jurisdiction in the event of dispute, if any contractor should be deemed to have entered into within the State of Orissa and it is agreed that neither part to the contractor nor the agreement will be competent to bring a suit in regard to matters covered by this contract any place outside the state of Orissa.

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

48. CEMENT:

The Cement manufactured inside the State of Orissa is to be used as mentioned in Technical Specification. (Refer clause 31 of condition of contract).

59. STEEL:

Reinforcement bar manufactured by Steel Authority of India Ltd. (SAIL) is to be used. (Refer clause 31 of condition of contract).

50. BITUMEN:

Bitumen manufactured by Indian Oil Corporation Ltd. (IOCL) is to be used. (Refer clause 31 of condition of contract).

51. For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineer in charge would be responsible for ensuring the quality of the material supplied. The contractor's would however be responsible for procurement of materials from authorized sources and voluntarily disclosed the 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 bid.

52. If the successful bidder (L1) fails to execute the agreement or deposit the required amount within the stipulated period, he/she shall be debarred from participating in bidding for a period of three (3) years and appropriate action for blacklisting of the contractor shall be initiated as per rules. In such case, the authority shall invite the L2 bidder to match the L1 quoted rate. If the L2 bidder does not agree, the tender shall be cancelled in accordance with Para 3.5.14 Note-I of OPWD Code Vol-I and prevailing Government guidelines."

53. After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt. 31.01.2023 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.

54. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors. The affidavit for availing price preference should be uploaded; otherwise, it will not be entertained.

55. Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than the estimated cost put to tender to the extent of exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount in shape of N.S.C/Postal Saving Bank Pass Book/K.V.P/ Post Office Term deposit receipt / Deposit receipt of any Nationalized /Schedule Bank duly pledged in favour of the Superintending Engineer, M.I. Division, Balasore within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail/Whatsapp) otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited & also he shall be debarred from participation in bidding for three years. Further proceeding for blacklisting shall be initiated against the bidder.

The State Government has been pleased to fix the following rate of Additional Performance Security:-

SI No	Range of different between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful; bidder
1	2	3
1	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.
2	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.
3	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.

The applicable Additional performance security (APS) in shape of N.S.C./Post Office Savings Bank Account / Post Office Time Deposit Account/ Kisan Vikas Patra/ Term Deposit Receipt pledged in favour of Divisional Officer/ Bank Guarantee in favour of Divisional Officer from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LOA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder' in pursuance to Works Department Office Memorandum No 14459 dated 20.09.2018.

56. 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.

57. Before acceptance of tender ,the successful bidder will be required to submit a work programme and mile stone basing on 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.

58. Guidelines laid down in office memorandum no.7885 dated 23.07.2013 and 12366 dated 08.11.2013 of Govt. of Odisha , Works Department to be followed scrupulously for online bidding system.

59.As per letter no 38234 dt. 10.11.2022 of Revenue & Disaster Management Deptt., Govt. of Odisha,& letter no. 476 dt. 09.06.2023 of the District Magistrate & Collector, Sambalpur the revised rate of royalty i:e after addition of all additional charges, 10% DMF and 5% EMF charges with the existing royalty of the minor minerals as the case shall be deducted from the work bills.

60. As per Government Notification No. 1194/S&M dated 02.02.2026 issued by the Steel & Mines Department, Government of Odisha, the Additional Charge for Minor Minerals shall be twice the royalty applicable per unit quantity of the respective minor minerals.

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ADDENDUM TO DTCN & ITT

In view of adoption of e-procurement process pursuant to Government of Orissa in Works Department Office Memorandum no FA-R-3/08-4657/W dated 12.03.08 & FA-R-3/08-4666/W dated 12.03.08 following changes/modification/addendum shall be affected.

Contents of DTCN & ITT	Change/Modification/ Addendum to the Contents
Eligible Bidders	
The invitation of bid is opened to all bidders under "C" & "B" class.	This invitation for Bids is open to all "C" & "B" class bidders who are registered in the portal.
Qualification of the Bidder	
The bidders are to furnish attested copy of the required qualify documents as required. The original copy of which are to be produced if asked for verification.	In case of submission of bids through e-Procurement portal the bidder shall upload the scanned copy/copies of documents as required. The on line bidder shall have to produce the original documents in support of scanned copies & statements uploaded in the portal on demand by the employer prior to award of contract- failing which action as per Clause of P-1 contract will be initiated.
One Bid per Bidder	
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 tender will be liable for rejection all such tender papers.	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 tender will be liable for rejection all such tender papers. In case of submission of bids through online e-Procurement mode re-submission of bid is possible. However the system shall consider only the last bids submitted through the portal.
Cost of Bidding	
The bidder shall bear all costs associated with the preparation & submission of bids.	The bidder shall furnish, as part of his Bid amount including G.S.T as shown in Col-5 of the table of Invitation of Tender for this particular work. In case of submission of Bids through the E-Procurement Portal, the bidder shall scan all the written pages of the bid amount and up load to the system in <u>designated place</u> . Non- submission of bid amount within the specified period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

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Bidding Documents	
One copy of Bid will be supplied to the bidder. Documents to be furnished to the bidder in compliance to the requirement as per DTCN & ITT will be prepared by him & furnished.	In case of submission of bids through the e-Procurement portal, all the volumes shall be provided in the portal. The bidders shall prepare the documents/ Credentials & upload the <u>scanned, typed document in. pdf format and BOQ in excel</u> format (or as specified in the portal) in appropriate place.
Clarification of Bidding Documents	
If any further necessary information is required the Superintending Engineer, Minor Irrigation Division, Sambalpur will furnish such, but it must be clearly understood that the tender must be received in order and according to the instruction given in the tender documents	In case of submission of Bids through the E-Procurement Portal, the bidder can seek clarification on the bids within the valid period of sale of bid documents.
Documents Comprising the Bids	
The bids to be submitted by the bidder i) Bid security in the form specified in the DTCN. ii) Qualification information & supporting documents. iii) Certificate under taking affidavit. iv) Any other information in support of qualification of bidder. v) Undertaking that the bids shall remain valid for the period specified in the DTCN. vi) Priced bill of quantities.	In case of submission of Bids through the E-Procurement Portal, the bidder can submit the documents in the designated locations of Bid. Submission of document shall be effected by using DSC of appropriate class and thus shall be in encrypted form.
Bid Prices	
The rates should be written both in words and figures. In case of discrepancy in rates between words and figures, the rates written in words will govern. The tender may also show the total amount of each item and the grand total of the whole amount. The tender shall be written legibly and free from erasures, overwriting and corrections. Corrections where unavoidable should be done by rewriting with dated initial of the tender. The contractor should sign on each & every page of tender documents in token of his acceptance; otherwise it is liable for rejection. The tendered amount shall be worked out as per procedure laid down in para 22 (C) Appendix IX of O.P.W.D Vo.-II.	In case of submission of Bids through the E-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall download that particular excel sheet and fill in the rates in figures at the appropriate locations. The line item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder. In case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate whether his price offer is how much excess or less than the estimate amount. The bidder is not supposed to change or modify the format of the excel sheet in any form.

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Bid Security	
<p>Earnest Money deposit @ 1% of the amount put to tender must accompany the tender. The earnest money shall be in shape of NSC/ Post Office savings bank account/ Post Office time deposit account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer (Superintending Engineer, M.I. Division, Sambalpur) from any Nationalised Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ e-Bank guarantee executed on the National e-Governance Services Ltd.(NeSL) Digital document Execution Portal towards EMD/ Initial security deposit.</p>	<p>The bidder shall furnish, as part of his Bid, a bid security for the amount as shown in Col-4 of the table of Invitation of Tender for this particular work. In case of submission of Bids through the E-Procurement Portal, the bidder shall scan all the written pages of the bid security and up load to the system in designated place. Non- submission of bid security within the specified period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.</p> <p>(i) As per the Works Department office memorandum No- 1499, Dt.01.02.2023 the bidders are requested to submit Bid Security may be taken in shape of NSC/ Post Office savings bank account/ Post Office time deposit account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer from any Nationalised Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ e-Bank guarantee executed on the National e-Governance Services Ltd.(NeSL) Digital document Execution Portal towards EMD/ Initial security deposit any other security deposit from the contractor or supplier</p> <p>(ii) Engineer contractors who want to avail EMD exemption have to submit one affidavit with tender declaring therein to the effect that they have not yet availed 3 (three) nos of EMD exemption during the financial year 2026-27 and to show the original Registration Certificate to the tender opening authority for confirmation at the time of opening.</p>
<p>ii) The EMD will be forfeited if the tenderer backs out from offer before acceptance of tender by the competent authority (As concurred in by law Deptt. & Finance Deptt. in their UOR No. 848/L 31.05.97 & UOR Mp. 202/WFD dt. 06.03.98 respectively and (Works Deptt. Memo No. 9101/dt.30.03.98)</p>	<p>The EMD will be forfeited in any of the following case.</p> <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> i. Sign the Agreement or ii. Furnish the required performance Security d) In case of submission of Bids through the E-Procurement Portal, If any to the statements, documents, certificate up loaded by the bidder is found to be false/fabricated/bogus, the bidder will be blacklisted and his EMD/ Bid security forfeited.

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Submission of Bid	
<p>The tender is to be submitted in Cover is to contain EMD, signed DTCN, attested copy of registration certificate, PAN card, valid GST clearance certificate & other certificates duly filled-in and documents required as per the relevant clauses of DTCN and special conditions if any. Also contains price bid duly filled in and signed by the tenderer. Then the cover is to be sealed and super scribed Bid for the work “(As in cover page)</p> <p>In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution.</p> <p>The tenderers are not required to write their name on the outer cover containing the bid documents. The tender submitted in the wrong box shall not be taken into consideration.</p> <p>The bid must be accompanied by security in Cover of the amount @ 1% (One percent) of the estimated cost put to tender is to be furnished along with tender. Additional 1% is to be furnished for the Bidders desirous to hire machineries or equipments from out side the State. Tender not accompanied with EMD and security for hired machineries as specified above shall be liable for rejection.</p> <p>Incase the bid document is down loaded from official web site the bidder will have to pay the cost of bid document as prescribed in tender call notice in the form of demand draft kept inside a separate envelope marked “Cost of Tender document down loaded from internet.” This will also kept inside the cover.</p>	<p>In case of submission of Bids through the E-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.</p>
Late Bids	
<p>Tender paper received after due date & time will not be entertained. All tenders receive will remain valid for 90 days from the date of receipt of tenders and validity of tenders can also be extended if required without any monetary compensation.</p>	<p>Incase of submission of Bids through the E-Procurement Portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.</p>
Modification&Withdrawalof Bid.	
<p>Letters etc. found in the tender box raising and lowering the rates or dealing with any point in connection with the tender will not be considered</p> <p>Conditional tenders will not be taken in to consideration</p> <p>The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotation should be strictly in accordance with the tenders and validity of tenders can also be extended if required without any monetary compensation.</p>	<p>In case of submission of Bids through the E-Procurement Portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the bidder fails to submit his modified bids with in the designated time of receipt, the bids already in the system shall be taken for evaluation.</p> <p>In case of submission of Bids through the E-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this, he has to write a addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid. letter</p>

Bid Opening	
<p>The Bid will be opened in the time specified in the DTCN in the Office of the Superintending Engineer, M.I. Division, Sambalpur. in presence of the tenderer or their authorised agents. In the event of the specified date of Bid opening being declared a holiday the Bid will be opened at the appointed time & location on the next working day.</p>	<p>In case of submission of Bids through the E-Procurement Portal, the bidders who participate in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.</p>
Awardofwork	
<p>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 in the form specified including the amount already deposited as earnest money which shall be 2% of the value of the accepted tendered amount and sign agreement in the P.W.D. Form No. P-1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Superintending Engineer, Minor Irrigation Division, Sambalpur.</p>	<p>In case of submission of Bids through the E-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail</p>

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30/7/13 **W.D**

Government of Odisha
Works Department

Office Memorandum



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File No.07556900042013(Pt-II)- 7865 /W, Dated. 23/7/2013

W.D
26/7/13

Sub: Codal Provisions regarding e-Procurement

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S.A. 25/7

After introduction of e-procurement in Govt. of Odisha, necessary guidelines / procedure has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for E-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX (A) of OPWD Code Vol-II.) as follows:

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

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

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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 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.

(B) P.S.P
27.7.13

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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 Subdivision 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 or equivalent rank)

- i. Creation of Users
- ii. Role Assignment
- iii. Report Generation
- iv. Transfer of Officer's login ID.
- v. Blocking & unblocking of officer's Login ID.

11.3 Procurement Officer-Publisher (Officer having tender inviting power at any level)

- i. Publishing of Tender
- ii. Publishing of Corrigendum / addendum / cancellation of Tender
- iii. Bid Clarification
- iv. Uploading of Pre-Bid minutes.
- v. Report generation.

11.4 Procurement Officer-Administrator (Generally sub-ordinate officer to Officer Inviting Tender)

- i. Creation of Tender
- ii. Creation of Corrigendum / addendum / cancellation of Tender
- iii. Report generation.

11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)

- i. Opening of Bid

11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)

i. Evaluating Bid

11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)

i. To take up auditing

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

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

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

Government of Odisha "e" procurement Notice

Bid Identification No. _____

1. Name of the work: _____

2. Estimated cost: 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

-4-

Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

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

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

14. CREATION AND PUBLISHING OF BID:

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

14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and 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/Packet:

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

b.) For Two Cover/Packet:

SI No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EM GST, 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. WORKITEM DETAILS
- v. FEE DEATILS: 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 organisation.

15. PARTICIPATION IN BID:

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

authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

15.1.2 Any third party/company/person under 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 / BG 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 Secur **GSTAT**, PAN / TIN, 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 can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

16.5.2 Each process in the e-procurement is time stamped and the system can 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, owning responsibility for their correctness /

authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

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

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

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

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

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

18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet 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 BIDS :

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

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

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

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

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

20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement 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 authorised representative who wish to be present.

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

20.6.3 The responsive 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 concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

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

- 14 -

CONTRACTOR

SUPERINTENDING ENGINEER

Procurement Officer-Publisher shall up load 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.

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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.

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

24.5 After 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 Office Memorandum No 1027 dt 24.01.2009 stands modified .
4. This has been concurred in by the Finance Department vide their U.O.R. No.3-WF-I Dt.04.01.2013.


EIC - cum- Secretary to Government

Memo No. 7886

W, Dated. 23.7.2013

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


FA - cum- Addl. Secretary to Government

Memo No. 1871 W, Dated. 23.7.2013

Copy with soft copy forwarded to the Head, State Portal Group, IT Centre, Ground Floor, North Annexe of Secretariat for information and necessary action.

He is requested to display this amendment in the web-site of State Government.

Jaluk
19/7/2013
FA - cum- Addl. Secretary to Government

Memo No. 7842 W, Dated. 23.7.2013

Copy with soft copy forwarded to the Director, Printing, Stationary & Publication, Orissa, Cuttack for information and necessary action.

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

Jaluk
28/7/2013
FA - cum- Addl. Secretary to Government

-3-

Memo No. 7893 W, Dated. 23.7.2013

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

Jaluk
19/7/2013
FA - cum- Addl. Secretary to Government

Memo No. 8804
W.D-DS2-misc-38/06

d. 31.7.13

Copy to S.S., Eastern circle etc / SE CIC, 10/12/

AM BBS for information & necessary
action

[Signature]
20/7/13
CE-3M

LMJ

-19-

Government of Odisha
Works Department

Office Memorandum

File No.07556900042013 (PI-IV) - 12366

W, Dated. 8-11-2013

Sub:-Amendment of Codal / Contractual provisions.

After careful consideration Government have been pleased to make amendment to contractual and codal provisions for increasing the efficiency and transparency of Department dealing with infrastructure development of the State as per Annexure-I, II, III, IV, V, VI & VII.

1. These amendments shall take effect from the date of issue of the order.
2. Accordingly, 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 UOR No.157-WF-I dt.17.5.2012.

Sh

*WDP
16-11-13*

*Sharma
8/11/13*
E/C - cum- Secretary to Government

Memo No. 12367

W, Dated. 8-11-2013

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

*Sharma
8/11/2013*
FA - cum- Addl. Secretary to Government

Memo No. 12368

W, Dated. 8-11-2013

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

*Sharma
8/11/2013*
FA - cum- Addl. Secretary to Government

Memo No. 12369

W, Dated. 8-11-2013

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

Memo No. 01

*copy to all S.O.
ESTN/DAO / Guard file*

*Sharma
8/11/2013*
FA - cum- Addl. Secretary to Government

for information and follow up action.

*Asst. Secy
16-11-13*

No. WORKS-FA-MISCSB-0018-2022-12586 W.,

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

Bhubaneswar, Dated the 9th Sept., 2022

Sub: - Amendment to Rule- 3 of Appendix- VIII of O.P.W.D. Code Volume- II.

In pursuance of the Rule-3 of Appendix-VIII of OPWD Code Volume-II, which provides the financial limit of different classes of contractors to participate in the tender process for works, the range of financial limit was stipulated in this Department Office Memorandum No.10627/W dt.09.09.2014 and Office Memorandum No.12905/W dt.23.08.2018.

With the passing of time and proposals received from various quarters, the revision of range of financial limit for works for different classes of contractors was under active consideration of the Government for some time past.

Now, after careful consideration and in supersession of all earlier Memoranda in this regard, the Government have been pleased to specify the range of financial limit for works for different Classes of Contractors as mentioned below:

Class of Contractor	Range of Financial Limit
1. Super Class	Above Rs.20 Crore
2. Special Class	Above Rs.6 Crore and upto Rs.50 Crore
3. 'A' Class	Above Rs.1 Crore and upto Rs.20 Crore
4. 'B' Class	Above Rs.20 Lakh and upto Rs.3 Crore
5. 'C' Class	Upto Rs.40 Lakh
6. 'D' Class	Upto Rs.20 Lakh

This shall come in to effect from the date of its issue.

This has been concurred in by the Finance Department in their file No.FIN-WF1-MISC-0037-2022.

By order of the Governor

(Vishal Kumar Dev)

Principal Secretary to Government

-2-

Memo No. 12587 /W., Dated, 9.9.22

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

Sival_09/09/2022
FA-cum-Additional Secretary to Government

Memo No. 12588 /W., Dated, 9.9.22

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 to Govt. / Principal Secretary to Govt., Finance Department.

Sival_09/09/2022
FA-cum-Additional Secretary to Government

Memo No. 12589 /W., Dated, 9.9.22

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.

Sival_09/09/2022
FA-cum-Additional Secretary to Government

Memo No. 12590 /W., Dated, 9.9.22

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.

Sival_09/09/2022
FA-cum-Additional Secretary to Government

Memo No. 12591 /W., Dated, 9.9.22

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 Chief Construction Engineers (under Works Department) / All Superintending Engineers (under Works Department) for information.

Sival_09/09/2022
FA-cum-Additional Secretary to Government

Memo No. 12592 /W., Dated, 9.9.22

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

S. Val
FA-cum-Additional Secretary to Government

Memo No. 12592 /W., Dated, 9.9.22

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.

S. Val
FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

File No. 07554600032022- 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

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

GOVERNMENT OF ODISHA
REVENUE AND DISASTER MANAGEMENT DEPARTMENT

By e-Mail/FAX

No. RDM-MMS-MEET-0009-2022 38234 /R&DM dated 10 NOV 2022

From
Sri Satyabrata, Sahu, I.A.S.
Additional Chief Secretary to Government

To
All Departments
All Revenue Divisional Commissioners
All Collectors

Sub: **Realization of additional charge along with EMF & DMF from the work bills of Works and other Engineering Departments in addition to the royalty of the Minor Minerals used in the project.**

Sir,

In inviting a reference to the subject cited above, I am to say that it has come to the notice of the undersigned that Works Department and other Engineering Departments are collecting only royalty from the work bills where no transit pass is submitted against the minor minerals utilized in their project. Thus, where the contractors use minor minerals collected from unauthorized sources, the executing agencies deduct royalty only.

However, proviso of **Rule 58(5)** of OMMC Rules 2016 reads that in case the executant fails to produce transit pass and money receipt in support of payment of royalty, the public works authority shall deduct the royalty and the cost of mineral and remit it to Government account in the Government Treasury & **Rule 32(1)** of OMMC Rules states that all the lessees for minor minerals other than specified minor minerals shall be liable to pay royalty or dead rent, surface rent, additional charge, amount of contribution payable to the District Mineral Foundation(DMF), amount of contribution payable to the Environment Management Fund(EMF) and fees for compensatory afforestation.

Non-collection of additional charge, amount of contribution payable to the DMF & EMF etc. will tempt the executants/contractors to collect minor mineral from unauthorized sources as they have to pay less than the amount payable in case of transportation from authorized sources.



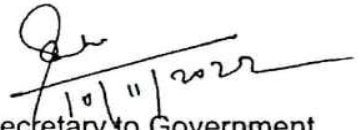
RDM-MMS-MEET-0009-2022/01/2022

In this connection, a meeting was held on 08.09.2022 at 01.00 P.M. under the Chairmanship of Development Commissioner-cum-Additional Chief Secretary, Planning & Convergence Deptt., Odisha and in the meeting held on 27.10.2022 at 11.00 A.M. under the Chairmanship of Chief Secretary, Odisha wherein it has been decided that additional charge along with EMF & DMF shall be deducted from the work bill of Works and other Engineering Departments in addition to the royalty of the minor minerals used in the projects. The said amount shall be included in the work estimate of the projects.

As regards to fixation of Minimum Guaranteed Quantity(MGQ) and Additional Charges for Minor Mineral Sources, all Collectors have been intimated vide Revenue & D.M. Department Letter No.11111 dtd.07.04.2022 (copy enclosed) to seek advisory assistance from the District Level Committee formed under the Chairmanship of Additional District Magistrate looking after minor mineral administration. The executive agencies may obtain the information relating to rate of additional charge from the Collector concerned.

You are, therefore, requested to issue necessary instructions to all concerned authorities under your administrative control for necessary realization of **additional charge along with EMF & DMF from the work bills** in addition to the royalty of the minor minerals used in the projects and to ensure that the said amount shall be included in the work estimate of the project.

Yours faithfully,

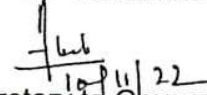

10/11/22

Additional Chief Secretary to Government

Memo No. 38235

/R&D.M. dated 10 NOV 2022

Copy forwarded to the Secretary, Board of Revenue, Odisha, Cuttack/ Director, Minor Minerals, Odisha / all Sub-Collectors/ all Tahasildars for information and necessary action.

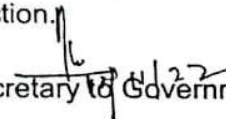

10/11/22

Additional Secretary to Government

Memo No. 38236

/R&D.M. dated 10 NOV 2022

Copy forwarded to National Highways Authority of India, Regional Office, Odisha,301-A, 3rd Floor, Pal Heights, Plot No.J/7, Jayadev Vihar, Bhubaneswar-751013 for information and necessary action.


10/11/22

Additional Secretary to Government

RDM-MMS-MEET-0009-2022/01/2022



Satyabrata Sahu, IAS
Additional Chief Secretary



Revenue & Disaster Management Department
Government of Odisha
Lokseva Bhawan, Bhubaneswar-751001

Telephone : + 91 674 - 253 90 23
Fax : + 91 674 - 239 38 32
E_mail : revsec.od@nic.in | revsec.or@nic.in

No. 11111 / ACS&ADM, Date 07.04.2022

No. RDM-DRTMM-MISC-0002-2020

To
All Collectors

Sub: Fixation of Minimum Guaranteed Quantity (MGQ) and Additional Charges for Minor Mineral sources.

Madam/ Sir,

Please refer to this Department letter No. 21133, dated 01.07.2020, wherein the meaning and modalities of fixation of Minimum Guaranteed Quantity (MGQ) have been explained with emphasis on fixation of MGQ in a rational and reasonable manner. Needless to say, MGQ and Additional Charge are two vital components of minor mineral administration for the simple reason of their regulating and revenue earning value. Any element of unreasonableness in their fixation will lead to double hazards of encouraging illegal mining and causing heavy revenue loss to the State. Allegations are being received that when the mineable reserve is much more in a source, MGQ is being lowered to favour the selected bidder since on the basis of MGQ all dues payable to Govt. are assessed. In actual operation, illegal mining is being made in excess of the fixed MGQ. Such mining of minor mineral, mostly in an unscientific manner causes environmental degradation.

Additional charge is the base price on which auction for lease of a minor mineral source is conducted. OMMC Rules, 2016 stipulates the lowermost limit of it as not less than five percent of the rate of royalty. Competitiveness in a bidding is greatly influenced by the level of base price. It is alleged very often that additional charge is being so fixed to encourage low competitive limit to favour the bidders at the cost of revenue interest of the State. There are even instances of notable difference between additional charges of two different sand sources situated opposite to each other in a particular river when the quality of sand remains almost the same. Similar is the case of other category of minerals. To do away with heterogeneity in additional charge fixation it is suggested that factors like additional charge executed during last term of lease of the source, if any, quality of mineral available, scope of marketability, additional charge fixed/ executed for similar sources in the vicinity in the same Tahasil or nearby Tahasil or same district or nearby district may be taken into consideration.


-2-

MGQ and Additional Charge in respect of non-specified minor minerals occurring within village boundaries are fixed by the Competent Authority (Tahasildar) subject to the approval of the Controlling Authority (Collector). To bring about more accuracy and perfection in their fixation, scrutiny of the proposals with reference to the governing factors is essential. To have proper scrutiny of the proposals a district level committee as below will render advisory assistance to the Collector.

- | | |
|--|-----------------|
| 1. Additional District Magistrate looking after minor mineral administration | Chairman |
| 2. Divisional Forest Officer (T) | Member |
| 3. Executive Engineer, Water Resources | Member |
| 4. Executive Engineer, R&B | Member |
| 5. Joint/Deputy Director, Geology or Mining Officers in position in the district | Member |
| 6. Regional Officer, SPCB under whose jurisdiction the district comes | Member |
| 7. Geologist of the Collectorate (Where in position) | Member |
| 8. Deputy Collector looking after Minor Minerals | Member Convenor |

It is, therefore, requested that proper care should be taken for fixation of MGQ and Additional Charge following due procedure.

Yours faithfully,


7/4/2022

Additional Chief Secretary to Government

Memo. No. 11112 /R&DM Dated: 07 APR 2022

Copy forwarded to Secretary, Board of Revenue/all RDCs for information and necessary action.



Joint Secretary to Government

Memo. No. 11113 /R&DM Dated: 07 APR 2022

Copy forwarded to Forest, Environment and Climate Change Deptt./ Steel & Mines Deptt./ Water Resources Deptt./ Works Deptt. for information and necessary action.

7/4/22



Joint Secretary to Government

Memo. No. 11114 /R&DM Dated: 07 APR 2022

Copy forwarded to Director, Minor Minerals for information and necessary action.

7/4/22



Joint Secretary to Government

Memo. No. 11115 /R&DM Dated: 07 APR 2022

Copy forwarded to all Sub-collectors/all Tahasildars for information and necessary action.

7/4/22



Joint Secretary to Government

7/4/22

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

OFFICE MEMORANDUM

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

Sub:- Amendment of Codal & Contractual Provisions.

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

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

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

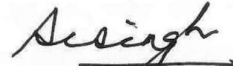
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

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

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

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

By order of the Governor




Principal Secretary to Government

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

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

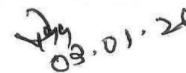
They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



EIC-cum-Special Secretary to Government

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

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



EIC-cum-Special Secretary to Government

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

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

EIC-cum-Special Secretary to Government

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

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

EIC-cum-Special Secretary to Government

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

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

EIC-cum-Special Secretary to Government

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

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

EIC-cum-Special Secretary to Government

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

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

EIC-cum-Special Secretary to Government

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

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

EIC-cum-Special Secretary to Government

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

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

EIC-cum-Special Secretary to Government

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

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

Jt. Secy
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jt. Secy
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jt. Secy
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jt. Secy
03.01.26

EIC-cum-Special Secretary to Government

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

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

Jt. Secy
03.01.26

EIC-cum-Special Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 0776460022025 632 /W., Bhubaneswar Dt. 2.1.26

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

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

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

By order of the Governor



Principal Secretary to Government

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

Memo No. 633 /W, dated 9.1.26

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

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

Jde
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

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

Jde
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

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

Jde
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

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

Jde
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

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

Jde
09.01.2026

EIC-cum-Special Secretary to Government

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

Memo No. 638 /W., Dt. 9.1.26

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

Memo No. 639 /W., Dt. 9.1.26

EIC-cum-Special Secretary to Government

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

EIC-cum-Special Secretary to Government

Memo No. 640 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 641 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 642 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 643 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. / 644 W., Dt. 2-1-26

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

Jdy
09-01-2026

EIC-cum-Special Secretary to Government

Memo No. / 645 W., Dt. 2-1-26

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

Jdy
09-01-2026

EIC-cum-Special Secretary to Government

Memo No. 646 /W., Dt. 2-1-26

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

Jdy
09-01-2026

EIC-cum-Special Secretary to Government

Memo No. 647 /W., Dt. 2-1-26

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

Jdy
09-01-2026

EIC-cum-Special Secretary to Government

Memo No. 648 /W., Dt. 2-1-26

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

Jdy
09-01-2026

EIC-cum-Special Secretary to Government



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

OFFICE OF THE DISTRICT MAGISTRATE & COLLECTOR, SAMBALPUR



Letter No. 476/OLM/Rev. dtd. 09/06/2023

The Chief Development Officer-cum-Executive Officer, Zilla Parishad, Sambalpur /
Commissioner, SMC, Sambalpur / PD, NHAI, Sambalpur / All BDOs of Sambalpur District /
Executive Engineer, R&B Division, I & II, Sambalpur / Executive Engineer, RW Division, Sambalpur /
Executive Engineer, PW Division, Sambalpur / Executive Engineer, RWS&S Division, Sambalpur /
Executive Engineer, NH Division, Sambalpur / Executive Engineer, GPH Division, Sambalpur /
Sambalpur / Superintending Engineer, Burla Irrigation Division, Burla / Superintending Engineer,
Additional Spillway Division, Burla / Superintending Engineer, Main Dam Division, Burla /
Superintending Engineer, Quality Assurance Division, Hirakud / Executive Engineer, Public Health
Division, Sambalpur / Executive Engineer, Gangadhar Meher Lift Irrigation Project, Division No-III,
Burla.

Sub- Realization of additional charge along with EMF & DMF from the work bills of Works and
Other Engineering Departments in addition to the royalty of the Minor Minerals used in the
project - regarding.

Ref- Letter NO.38234/R&DM. dtd.10.11.2022 of Govt. in Revenue & DM Department.

Madam / Sir,

In inviting a reference to the letter on the subject cited above, I am to say that the Govt. in
Revenue & DM Department have instructed for realization of additional charge along with EMF &
DMF in addition to Royalty from the work bill of the executants, who fail to produce transit pass and
money receipts in support of payment of Royalty of the Minor Minerals used in the project.

You are, therefore, instructed to realize additional charge along with the DMF @ 10% of
(Royalty + Addl. Charge) & EMF @ 5% of (Royalty + Addl. Charge) from the work bills in addition to
the Royalty of the minor mineral used in the projects where no transit pass and money receipts in
support of payment of Royalty has been produced and also to ensure that the said amounts are
included in the work estimate of the projects. The amount of Royalty, Additional Charge, DMF &
EMF fixed in respect of Operationalized Minor Mineral Source and Settled but not operationalized
Minor Mineral Sources in enclosed herewith in Annexure - A & B respectively.

Yours faithfully,

Collector, Sambalpur

Ke
5/8
2023

Memo.No 477 /OL-JM/Rev.dtd. 09/06/2023

Copy to all the Tahasildars of Sambalpur District for information and necessary action.

Copy to all the Sub-Collectors of Sambalpur District for information and necessary action.


Collector, Sambalpur

Memo No 1533

Dated. 11.08.2023.

Copy to all AEEs/AEs of this ~~for~~ division for information and necessary action.


11/8/2023
Superintending Engineer
M.I. Division, Sambalpur

Additional Charge fixed in respect of Operationalized Minor Mineral Sources of Sambalpur District								
Sl.No	Name of the Tahasil	Name of the Minor Mineral Source	Type of Minor Mineral Source (Stone / Sand)	Lease Period (Valid up to)	Amount of Royalty per CuM of Minor Mineral (In Rs.)	Addl. Charge quoted by the successful bidder per CuM (In Rs.)	DMF per Cum (In Rs.)	EMF per Cum (In Rs.)
1	Sadar, Sambalpur	Raghunathpali Stone Quarry	Stone	19.01.2021 to 18.01.2026	130	73	10% of (Royalty + Addl. Charge)	5% of (Royalty + Addl. Charge)
2	Rengali	Rengali Stone Quarry	Stone	11.12.2020 to 10.12.2025	130	10		
3	Rengali	Salad Stone Quarry	Stone	12.03.2021 to 11.03.2026	130	72		
4	Rengali	Tabadabahal - 1 Stone Quarry	Stone	10.06.2022 to 09.06.2027	130	7		
5	Rengali	Tabadabahal - 2 Stone Quarry	Stone	10.06.2022 to 09.06.2027	130	7		
6	Rengali	Tabadabahal - 4 Stone Quarry	Stone	27.07.2022 to 26.07.2027	130	7		
7	Rengali	Tabadabahal - 5 Stone Quarry	Stone	17.06.2022 to 16.06.2027	130	7		
8	Rengali	Jhankarpali Stone Quarry	Stone	24.09.2021 to 23.09.2026	130	71		
9	Rengali	Brahmanipali Stone Quarry	Stone	05.10.2021 to 04.10.2026	130	71		
10	Rengali	Baradungri Stone Quarry	Stone	05.01.2022 to 04.01.2027	130	225		
11	Maneswar	Labdera Stone Quarry	Stone	13.04.2022 to 12.04.2027	130	71		
12	Maneswar	Balalanga B Stone Quarry	Stone	08.08.2022 to 07.08.2027	130	92		
13	Maneswar	Kudopali Stone Quarry	Stone	12.05.2022 to 11.05.2027	130	75		
14	Jujomura	Dudkakud Stone Quarry- 1	Stone	19.05.2022 to 18.05.2027	130	71		
15	Jujomura	Dudkakud Stone Quarry- 3	Stone	10.10.2022 to 09.10.2027	130	71		
16	Jujomura	Barloi Stone Quarry - 2	Stone	07.07.2022 to 06.07.2027	130	71		
17	Jujomura	Hatibari Stone Quarry - 3	Stone	23.08.2022 to 22.08.2023	130	70		
18	Jujomura	Bhandarimal Stone Quarry	Stone	06.09.2022 to 05.09.2027	130	80		
19	Jujomura	Dhudhalmunda Stone Quarry - 2	Stone	18.05.2022 to 17.05.2027	130	81		
20	Jujomura	Kusanpuri Stone Quarry	Stone	07.12.2021 to 06.12.2026	130	70		

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21	Jujomura	Hatiban Stone Quarry - 11	Stone	28.02.2023 to 27.02.2028	130	58	10% of (Royalty + Addl. Charge)	5% of (Royalty + Addl. Charge)
22	Rairakhol	Helei Stone Quarry - 3	Stone	24.11.2021 to 23.11.2026	130	36		
23	Rairakhol	Sukhajore Sand Quarry	Sand	16.11.2021 to 15.11.2026	35	33		
24	Naktideul	Naktideul Sand Quarry	Sand	06.09.2021 to 31.03.2026	35	71		
25	Naktideul	Bagbar Sand Quarry	Sand	01.10.2022 to 31.03.2027	35	72		
26	Naktideul	Tandabira Stone Quarry	Stone	16.11.2022 to 31.03.2027	130	45.50		
27	Bamra	Rajbandh Sand Quarry	Sand	03.08.2022 to 02.08.2027	35	31.35		
28	Bamra	Lapada Sand Quarry	Sand	03.08.2022 to 02.08.2027	35	40.50		
29	Bamra	Tataranga Sand Quarry	Sand	09.09.2022 to 08.09.2027	35	47.10		
30	Bamra	Chhatabar Sand Quarry	Sand	09.09.2022 to 08.09.2027	35	52.50		
31	Bamra	Mahulpali Stone Quarry	Stone	01.10.2021 to 30.06.2026	130	51		
32	Kuchinda	Jamankira Stone Quarry	Stone	19.05.2022 to 20.05.2027	130	51		
33	Kuchinda	Pandiachipa Stone Quarry	Stone	01.09.2021 to 31.08.2026	130	32		
34	Kuchinda	Lassa Sand Quarry	Sand	25.04.2022 to 31.03.2027	35	45		
35	Kuchinda	Kaihapada, Gochhara Sand Quarry	Sand	17.12.2021 to 30.11.2026	35	55		
36	Jamankira	Badbalimal Stone Quarry	Stone	12.11.2021 to 11.11.2026	130	52		
37	Jamankira	Kuilanjore Stone Quarry - 1	Stone	12.11.2021 to 11.11.2026	130	52		
38	Jamankira	Kuilanjore Stone Quarry - 2	Stone	16.09.2022 to 15.09.2027	130	23		
39	Jamankira	Gariabahal Sand Bed	Sand	16.11.2021 to 15.11.2026	35			


Collector, Sambalpur

Additional Charge fixed in respect of Settled but not operationalized Minor Mineral Sources of Sambalpur District								
S/No	Name of the Tahasil	Name of the Minor Mineral Source	Type of Minor Mineral Source (Stone / Sand)	Amount of Royalty per CuM of Minor Mineral (In Rs.)	Addl. Charge quoted by the successful bidder per CuM (In Rs.)	DMF per Cum (in Rs.)	EMF per Cum (in Rs.)	Remarks
1	Sadar, Sambalpur	Talab 2(A) Stone Quarry	Stone	130	72	10% of (Royalty + Addl. Charge)	5% of (Royalty + Addl. Charge)	EC granted by SEIAA pending for lease deed execution
2	Rengali	Babuchakuli Stone Quarry	Stone	130	101			EC pending at SEIAA
3	Rengali	Babuchakuli Cluster - 1,2,3 Stone Quarry	Stone	130	281			EC pending at SEIAA
4	Maneswar	Balalanga Stone Quarry(C)	Stone	130	92			EC pending at SEIAA
5	Maneswar	Balalanga D Stone Quarry	Stone	130	92			EC pending at SEIAA
6	Maneswar	Balalanga Stone Quarry(A)	Stone	130	72			EC pending at SEIAA
7	Maneswar	Patpali Stone Quarry	Stone	130	78			EC pending at SEIAA
8	Maneswar	Salesingh Stone Quarry (A)	Stone	130	71			EC pending at SEIAA
9	Maneswar	Salesingh (B) Stone Quarry	Stone	130	73			EC pending at SEIAA
10	Maneswar	Salesingh Stone Quarry	Stone	130	71			EC pending at SEIAA
11	Jujomura	Babupali Stone Quarry	Stone	130	71			EC pending at SEIAA
12	Jujomura	Khairmal Stone Quarry - 2	Stone	130	71			EC pending at SEIAA
13	Jujomura	Dhudhalmunda Stone Quarry - 3	Stone	130	81			EC pending at SEIAA
14	Nakideul	Jarnujori Sand Quarry	Sand	35	72			EC pending at SEIAA
15	Kuchinda	Purnapani Sand Quarry	Sand	35	351			EC pending at SEIAA
16	Kuchinda	Kuleigarh Sand Quarry	Sand	35	107			EC pending at SEIAA


Collector, Sambalpur

The bid documents containing total 90 (Ninety) pages only for 02 (Two) nos of tender for BID REFERENCE NO.SEMIDSBP- 08 of 2026-27 is approved.


Superintending Engineer
M.I.Division, Sambalpur