BID DOCUMENT/

DETAILED TENDER CALL NOTICE (DTCN)

FOR

DRILLING, INSTALLATION AND ENERGISATION

OF

DIFFERENT L.I PROJECT UNDER DHARMASALA CONSTITUENCY IN JAJPUR DISTRICT

OFFICE OF THE EXECUTIVE ENGINEER
ODISHA LIFT IRRIGATION CORPORATION LTD.
JAJPUR ROAD
PIN-755019 (ODISHA)

SECTION – 1

DETAILED e-PROCUREMENT NOTICE

OFFICE OF THE EXECUTIVE ENGINEER, LIFT IRRIGATION DIVISION, JAJPUR ROAD
E-mail – eeli.jajpurroad@gmail.com
E-Procurement Notice
Bid Identification No. OLIC / 03 / 2026-27 / (JPR)/ Dt. 16.10.26

The Executive Engineer, Lift Irrigation Division, Jajpur Road on behalf of Odisha Lift Irrigation Corporation Limited, Bhubaneswar invites percentage Rate bids for Drilling, Installation and Energisation of Lift Irrigation Projects on Turnkey basis from reputed Contractors/Firms with valid PWD License of required class for Civil Works having Truck mounted Mud Rotary Rig for Drilling of TWs including the Erection of 11KV Line, L.T Line & Commissioning of Electrical Substation for power supply to L.I Projects along with installation of Pump Set, Starter and its energisation. The proof of registration from the appropriate authority shall be enclosed along with the Bid under Dharmasala Constituency in Jajpur District.		
1.	**Numbers of Packages**	**16 Numbers**
2.	**Estimated Cost**	**Rs. 24.69 Lakh to Rs. 27.38 Lakh**
3.	**Cost of tender paper**	**Rs. 7080/-as mentioned against each L.I Project through online mode inclusive 18% GST. as mentioned under DTCN**
4.	**Date & time of publication**	**Dt. 28.10.26 from 11.00 A.M**
5.	**Date & time of closing**	**Dt. 04.11.26 up to 5.00 P.M**
6.	**Date & time of opening of bid**	**Dt. 05.11.26 at 11.00 A.M**
7.	**The bidders have to participate in online bidding only as per Codal Provision.**	
Further details can be seen from the website www.tendersorissa.gov.in. **Addendum/corrigendum/cancellation of tender if any, can be seen in the said site**		

Sd/-
Executive Engineer, L.I Division, Jajpur Road

Memo No. 2407 OLIC, Dated-16.10.26

Copy submitted to the Deputy Director, I & P.R. (Advt.) and Deputy Secretary to Govt. of Odisha, Bhubaneswar with a request to publish the above tender call notice on or before Dt.21.10.2026in two leading Oriya Daily News Paper for one day in one edition. Bill in triplicate along with copy of the advertisement publishing the tender call notice may be sent to this office for payment. E- Mail ID- (eeli.jajpurroad@gmail.com)

Sd/-
Executive Engineer, L.I Division, Jajpur Road

Odisha Lift Irrigation Corporation Ltd.

(A Govt. of Odisha Undertaking)

OFFICE OF THE EXECUTIVE ENGINEER LIFT IRRIGATION DIVISION, JAJPUR

E-Procurement notice

E-mail I.D – eeli.jajpurroad @gmail.com Bid Identification No. /OLIC /03/2026-27/JPR/ Dt.16.10.26

The Executive Engineer, Lift Irrigation Division Jajpur Road, invites online tender through e-procurement in the prescribed form for execution of the work noted below to be eventually drawn in P.W.D. form No.P_1 from required Class Contractor Registered with the State Govt. of Odisha or from contractors of equivalent grade / class registered with other State Govt. / Central Govt. / M.E.S. / Railways or other Govt. undertakings and with Regd. HT License issued by ELBO having registered in the State portal and possessing compatible digital signature certificate for online biding under Dharmasala Constituency in Jajpur District.

Pkg. No.	Name of the Block	Name of Project	Type	Approx. Estimated cost (in Rs.)	EMD 1% to Be deposited (in Rs.)	Tender Paper inclusive 18%GST on Paper cost	Class of contractor	Completion period
1	2	3	4	5	6	7	8	9
*1	Dharmasala	Nasadipur-I	TW	2529795	25298	7080	'B' & 'C' with HT	90 days
*2	Dharmasala	Mirzapur-II	TW	2688237	26882	7080	'B' & 'C' with HT	90 days
*3	Dharmasala	Dihanarasinghpur-III	TW	2679100	26791	7080	'B' & 'C' with HT	90 days
*4	Dharmasala	Gundilo-IV	TW	2636072	26361	7080	'B' & 'C' with HT	90 days
*5	Dharmasala	Chakroda-I	TW	2637707	26377	7080	'B' & 'C' with HT	90 days
*6	Dharmasala	Pipalidiha-III	TW	2681392	26814	7080	'B' & 'C' with HT	90 days
*7	Dharmasala	Mirzapur(A.Bad)-I	TW	2619701	26197	7080	'B' & 'C' with HT	90 days
*8	Dharmasala	Aurangabada-V	TW	2468978	24690	7080	'B' & 'C' with HT	90 days
*9	Dharmasala	Aurangabada-VI	TW	2583968	25840	7080	'B' & 'C' with HT	90 days
*10	Dharmasala	Narasinghpur-IV	TW	2738501	27385	7080	'B' & 'C' with HT	90 days
*11	Dharmasala	Endolaba-I	TW	2724467	27245	7080	'B' & 'C' with HT	90 days
*12	Dharmasala	Pratappursasan-I	TW	2626935	26269	7080	'B' & 'C' with HT	90 days
*13	Dharmasala	Sendhapur-I	TW	2685415	26854	7080	'B' & 'C' with HT	90 days
*14	Dharmasala	Sarangatirana(S.Pur)-I	TW	2468978	24690	7080	'B' & 'C' with HT	90 days
*15	Dharmasala	Jenapur-IV	TW	2529565	25296	7080	'B' & 'C' with HT	90 days
16	Dharmasala	Samparu-I	RL	2627350	26274	7080	'B' & 'C' with HT	90 days

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Salient Facts:

i) Date and time of availability of bid document in the portal: - from dated 28.10.26 at 11.00Hours
ii) Last date /time for receipt of bid in the Portal - dated 04.11.2026 up to 17.00 Hours
iii) Last date of seeking clarification: - dated 03.11.2026 up to 17.00 Hours
iv) Date & Time of opening of Bid - dated 05.11.2026 at 11.00 Hours.
v) Validity of offer: (180 days)
vi) **EMD**: 1% of the Estimated Cost to be deposited with tender in online mode.
vii) **Cost of Tender paper:** The Bidder will have to pay Rs. 7080/- towards inclusive cost of the Bid document and 18% GST on paper cost as mentioned above against each projects to be deposited in online mode only through e-portal. Which is mandatory failing which offer of the firm shall liable for rejection.

Executive Engineer, L.I Division, Jajpur Road

Exemption of EMD:

i. To avail the exemption of EMD the intending Engineering Contractor should have to furnish an affidavit to the effect that he/ she has not been awarded works minimum up to 03 nos. during the current financial year along with the tender paper. The successful Engineering Contractor shall have to submit the original license before drawal of agreement for making necessary entry in it towards EMD exemption failing which his tender will be cancelled.

ii. Price preference to be given either to SC/ST contractor who have both Civil & Electrical License.

1. Registration under State PWD

i. The bidders registered under other State Govt. / M.E.s /Railways /CPWD in equivalent rank may participate in the tender work in the state. But successful bidder has to register under the state PWD only before signing of the agreement.

ii. In joint venture the Civil Contractor should be the 1st Party having more than 51% share and the Civil Contractor is the prime contractor to participate in the tender according to the civil class of the contractor mentioned in the tender notice.

iii. In case of TW projects, the bidders who has no own RIG for drilling of TW is to submit a joint venture agreement with a rig owner for providing his/her rig for drilling convenience. The joint venture agreement to be executed in the court of First Class Magistrate/ Executive Magistrate.

3. Bid documents consisting of drawing, specifications, the schedule of quantities and set of terms and conditions of contract and other necessary document can be seen in office of the undersigned during office hours every day except Sundays and holidays till the last date of seeking clarification as prescribed. Interested bidders may obtain further information at the same address.

4. Tender schedule will be available for online bidding in State Govt. portal **www.tendersodisha.gov.in**. The tender documents can be downloaded **from 11.00 hrs. dated28.10.2025 to 17:00 hrs. Dated 03.11.2025.** For all purposes, the portal time displayed in the system shall be the time to be followed by the Bidder.

The Bidder shall prepare the document and upload the scanned copy of the documents in PDF format and BOQ in MS Excel format (or as specified in the portal) in the appropriate place. Bidders are not permitted to furnish their tender in their own manuscript. Submission of bid documents shall be affected by using DSC of appropriate class and thus shall be in encrypted form. The Bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, the Bidder should active GST e submit button. If the Bidder does not provide the required documents or provides illegible documents, the bid shall not be considered responsive. Clarity of the document may be ensured by taking out a sample printing. It is allowed to modify the bid through the e-procurement portal. The Bidder shall have to log in the system and resubmit the documents as asked for by the system including the Financial Bid. In doing so, the bids already submitted by the Bidder will be removed automatically from the system and latest bid only will be admitted. The system shall consider only the latest bid submitted to the portal. But the Bidder should avoid modification of the bid at the last moment to avoid system failure, disconnection of the Internet or conjunction. If the modification process is not completed, or fails for some reason, the bids already in the system shall be taken for evaluation.

Each bid document must contain a **Technical Bid** and a **Financial Bid** in a double cover system in the form of an Intelligent Bill of Quantity in MS Excel format. The service provider shall quote his rates in **percentage rate** for each BOQ in word & figure. In case of difference in word and figure the rate quoted in word will prevail. The tenderer shall quote their offer on percentage basis as per BOQ for each phase of services in the prescribed format. Price Bid in no other format shall be accepted.

The **Technical Bid** will be **Opened on dated 05.11.2025 at 11.00 hrs.** in the office of the Executive Engineer, L.I Division, Jajpur Road in presence of the Bidders or their authorised representatives if any. The participating Bidders can witness the opening of the bid from any location by logging on to the portal on any system connected to the Internet at the time of opening the Technical Bids. The bids can only be opened by the pre designated officials and only after the opening time mentioned in the bid. In the event of specified date of opening being declared holiday, the bid will be opened at the same location on the next working day. The date and time of opening of the **Financial bid** shall be intimated separately to those Bidders found qualified after evaluation of Technical Bid. The intimation letter will be sent through their e-mail address only. The period of completion of work as mentioned against each work, will be treated from the date of issue of work order as per the Tender Call Notice.

Intending Bidders are required to produce the attested copies of valid GST clearance certificate and PAN along with the tender documents; otherwise their tenders shall be rejected. Off-line bids / hard copy tenders will NOT BE ACCEPTED.

All taxes, cess, royalties' payable under the local rule, Income taxes and surcharges as applicable, labour cess etc. will be borne by the Bidder as admissible. Only GST as applicable will be paid extra. The quoted rates shall be inclusive of all such elements except GST.

Request for rising and lowering the rates or dealing with any point in connection with the tender will not be considered.

Conditional tenders will not be taken into consideration. A tender containing extraneous conditions not covered by the tender notice are liable for rejection. Quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

All tenders received will remain valid for 180 days from the date of opening of the Financial Bids; if required, the validity of tenders can also be extended without any change in the terms and conditions of the DTCN with the consent of the Employer and the Bidder.

5. **The EMD will be dealt with as per the terms and conditions of OPWD code.**

The EMD will be forfeited in the following cases:

a) In case of a successful Bidder, if he/she fails within the specified time limit to

i) Execute the agreement or

ii) Furnish the required Performance Security.

b) If any of the statements, documents, certificate uploaded by the Bidder through e-procurement portal, is found to be false/fabricated/bogus, the Bidder will be black listed.

6. **Documents to be submitted for qualifying minimum eligibility criteria:**

a) **License for Both Civil (PWD) and Electrical (HT) License for all. In case of * TW (Non- Saline Zone) Packages RIG Documents i.e. (Rig Owner's Experience Certificates with RC Book, Fitness, Permit, Insurance, Pollution Certificates)**

b) **For ** TW Saline Zone Packages required RIG Documents (Rig RC Book, Fitness, Permit, Insurance, Pollution Certificates) are to be submitted Contractors having work experience of drilling works, having own Rig are to be participated in Joint Venture Agreement with the Civil Contractor in OLIC during last 5Years experience certificate as per specified DTCN Format from appropriate Authority not below than Rank of Executive Engineer.**

c) Experience Certificate should have been issued by competent authority.

d) GST Registration certificate.

e) PAN card.

f) Registration Certificate as proof of class/ grade of contractor.

g) E.M.D and cost of tender paper as required through online mode, Joint venture Agreement from **ANY FITST CLASS MAGISTRATE/ EXECUTIVE MAGISTRATE (Not acceptable Notary Agreement)** if the Bidder made Joint Venture with more than one bidder in a single package (bearing the same registration number of vehicle) then all bids related to this vehicle Registration Number will be rejected for the same package.

h) Any other criteria with required documentation as per DTCN.

6. a) The rates quoted by the Bidder shall be deemed to be inclusive of all Taxes, Cess, Royalties, Income Tax, Surcharges etc. except GST.

b)The GST will be added extra in the work order at separate discloser as per the prevailing rate and deduct from the gross

amount of the bill and credited to Govt. account.

7. 1% / 2% (As applicable for company or individual) of the gross amount of the bill followed by surcharge and Cess as admissible are to be deducted towards income tax.

8. 1% of the gross amount of the contractor bill will be deducted towards labour cess.

9. The Bidder, whose tender is accepted must submit work plan at the time of execution of agreement in PWD form of Contract adopted with the Executive Engineer-in-charge (E.E) in the prescribed format to be obtained from Executive Engineer and submit for his(Executive Engineer's) approval.

10. No claim of idle labour / machinery / equipment on any account will be entertained by the Deptt./Authority.

11. Other details can be seen in the bid documents available in website **www.tendersodisha.gov.in.**

12. Subsequent corrigendum if required shall be uploaded in the same website.

Over and above these conditions including the Technical specifications the terms, conditions, rules, regulations and specification laid down in BIS code are also binding on the part of the Bidder. **The authority reserves the right to accept/ reject any or all bids without assigning any reason thereof**. Further clarification if any is required, the Bidder may seek such clarifications, provided the questions are raised within the period of seeking clarification as mentioned in the tender call notice/Bid. The officer inviting the Bid / Procurement Officer-Publisher will clarify the queries related to the tender.

13. The last date and time seeking clarification **dated 03.11.2026** during office hour (Any clarification will be heard from Executive Engineer, Lift Irrigation Division Jajpur Road Tel No. **7008598273 / 9337846309** during office hour) only.

14. Bidder whose bid is accepted must submit works programme, monthly basis at the time of execution of agreement in prescribed format for approval of Engineer-in-charge.

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

16. The date of commencement of work shall be notified in work order.

17. On singing the agreement the site will be handed over to the contractor with respect for execution and completion of works in all respect considering the site condition. It shall be the duty of contractor to maintain Site-order book and submit the same at the time of billing.

18. On no account, the contract work should be sublet to anybody. In such an event the contract may be rescinded.

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

20. The work may be splitted up and distributed among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.

21. That for the purpose of jurisdiction in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha.

22. Under section 12 of contract labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour Department (labour license) to start the work before signing of Agreement & for newly awarded contractors within seven days from issue of Work order.

23. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.

24. Contractor is required to abide by the fair wages clauses as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labours engaged by him for the work.

25. In case of any complaint by the labourer about the non-payment of his wages as per latest minimum wages Act. The Executive Engineer will have the right to investigate and if the contractor is found to be in at fault, Executive Engineer may recover such amount due in any form the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the Executive Engineer is final and binding on the contractor.

26. The contractor will have to submit the Executive Engineer, Lift Irrigation Division, JAJPUR monthly return of labour both skilled and unskilled employed by him on the work.

27. The contractor should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.

28. No. compensation will be paid by the Corporation for any damage done by rain, flood, and cyclone & earthquake tide or by any other natural calamities during the execution of the work. The contractor shall make his own arrangement to shift men and machineries at his own cost before, during and after natural calamities.

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

30. The tender shall have abide by the C.P.W.D safety code rules introduced by the Govt. of India, Ministry of works, Housing and Supply in their standing order No. 44150 dated 25.01.1957.

31. The tender shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.

(a) Rent, royalties and other charges of materials, Octroi duty, entry tax & all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, diversion road and its maintenance till completion of work required by the tenderer for collection of materials, storage housing of staff other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site for the work.

(b) Labour camps or hutments including conservancy and sanitation arrangements up to the satisfaction of the local health

authorities should be arranged by the contractor.

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

(d) Fees and duties levied by the municipal/ canal or water supply authorities.

(e) Suitable equipment and wearing apparatus for the labour engaged in risky operators and medical aid to the labour engaged for the work.

(f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.

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

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

32. Over and above these conditions including the Technical specifications the terms, conditions rules and regulations and specifications laid down in I.S.I. code are binding on the part of the contractor.

33. Deduction of income tax at source and surcharge on income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time.

(a) **The GST 18 % will be added in the work order in separate disclosure.**

(b) Deduction of labour Cess will be made from the work bill or as amended from time to time (Presently @ 1% on the bill amount).

34. The amount on royalties of different materials as utilized by the contractor in the work will be recovered from his bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution.

35. **Schedule of quantity accompanies the tender notice:** It shall be definitely be understood that the Corporation do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternation or omissions, deductions or additions set forth in the condition of contract and such omissions, deductions, additions or alternations shall in no way invalidate/ vitiate the contract and no extra monetary compensation will be entertained.

38 (A). Sample of stone, metal, chips, sand, cement, etc to be used are to be deposited noting the quarry under dated initial of the tenderer in the Office of the Concerned Assistant Engineer, before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.

(B) Similarly all the mechanical , electro – mechanical and electrical materials are to be inspected before dispatch at principal manufacture site by the employer and the contractor to born the expenditure and deposit necessary fees to the employer well in advance before inspection.

39. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rate will be paid on actual analysis approved by the competent authorities prevailing during the period of execution of work.

40. All preliminary works such as GSTs, mixing platforms etc. are to be done by the contractor at his own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be or finished items of works inclusive of such incidental items of works.

41. After the works is finished all surplus materials and debris should be removed from 100 meter clear away from the site of the work. Preliminary work such as GSTs, mixing platforms etc. should be dismantled and all materials removed from the site and premises shall be made neat and clean and this is inclusive of the rates quotes by him.

42. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels whenever required at his own cost.

43. The Contractor should arrange necessary tools and plants required for the efficient execution work at his own cost. The running charges of such plant and cost of consumable and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.

44. In the event of delay in supply of design reasonable extension of time shall be granted on the application of the contractor, but no claim for monetary compensation will be entertained under any circumstances.

45. Under no circumstances, interest is chargeable for the dues or may additional dues, if any payable for the work.

46. An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid.

47. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against any damages either during working season of during the flood. The Department accepts no liability, what so ever for any damage or loss of men, materials machinery and type of hindrance caused to the progress of work.

48. The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against such eventuality till completion and handing over the entire work to the Corporation.

49. Dewatering from the foundation of structures when and where necessary during execution will have to be done by the contractor and no extra payment will made on that account. The rate of respective items of work is inclusive of the dewatering.

50. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

51. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rates are not allowed to be varied by more than five percent. If it exceeds the limit approval of the competent authority should be obtained prior to execution.

52. In-case of discrepancy revealed in Detailed Tender Call Notice, Condition in F2 form shall prevail over the Detailed Tender Call Notice.

53. No. Claims for idle labour etc. on any account will be entertained by the Department.

54. The clause of contract with latest addition / deletion / corrections / substitution etc. will also be binding.

55. All the measurement of earthwork is to be done by level section measurement, which will be accepted by contractor from time to time. Prior written approval of the Executive Engineer will be taken in case of pit measurement with size of pits etc. where level section measurements cannot be made for whatsoever reason.

56 The purchase of UPVC Pipe, HDPE Pipe and any other EPM rate contract items are to be procured form EPM registered firm of Govt. of Odisha.

57. In case of failure of drilling work at site, the failed bore hole, mud pits and channel lines should be re-filled with sand & extracted earth immediately before displacement of RIG unit to avoid fatal accident and this should be Certified by the concern field Engineer that the failed bore hole is filled up.

58. Work order will be issued to the successful Tenderers.

SPECIAL CONDITIONS

1. The Defaulter contractors are not allowed to participate in this tender. If the bid of such contractors found on opening, their bid shall be rejected.

2. The concessions/ facilities for SC/ ST categories shall be allowed only to individual registered contractors belonging to Schedule Caste and Schedule Tribe having Registration certificate up to " B " Class (No preference will be considered for the Joint Venture).

3. An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents. The scanned copy of the affidavit is to be uploaded through the e- procurement portal along with the technical bid.

4. The original documents are to be produced before the Tender Inviting Authority whenever required in any subsequent date during processing of tender**.**

5. Request for raising and lowering the rates for dealing with any point in connection with the tender will not be considered.

6. The 6 (Six) pages format provided in the DTCN should be uploaded in e-procurement portal along with technical bid.

7. The successful bidder shall provide the APS as follows vide Office Memorandum No.67764600022025-17941/W, Bhubaneswar Dt.08.10.26 of Government of Odisha Works Department

Amendment of Codal & **Contractual Provisions.**

Earlier, the provisions of threshold negative bid caps of 15% introduced in Appendix-IX, Clause 36 of OPWD Code Vol.-ll had been abolished, and the system of incremental Additional Performance Security (APS) was adopted vide Works Department O.M. No.173/W., dated 03.01.2026 in the procurement of Works undertaken by Government of Odisha and its agencies to ensure that the procurement process results in a viable and successful manner.

Subsequently, a clarification vide Works Department O.M. No. 632/W., dated 09.01.2026, and a corrigendum No. 14560/W., dated 11.08.2026, were issued on the subject.

Considering the continuing trend of quoting of abnormally low bids in procurement of Works, Government, after careful consideration, have been pleased to further review the issue of abnormally low bid prices.

Now, therefore, in supersession of Works Department O.M. No.173, dated 03.01.2026, O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026, it has been decided that the Additional Performance Security (APS) shall be' obtained from the selected bidder, on an incremental basis, where the accepted bid price is lower than the Cost Put to Tender, in the following manner:

1. The Additional Performance Security (APS) shall be calculated as a percentage of the accepted Bid Price of the

selected bidder.

2. For the purpose of determining the APS, the percentage by which the accepted Bid Price is lower than the Cost Put to Tender shall be calculated and rounded off.

3. The rounded-off percentage so determined shall be referred to as the Rounding Off of Percentage Less (ROPL) of accepted Bid Price and shall form the basis for calculation of the APS in accordance with the applicable incremental rate prescribed under this Office Memorandum.

4., Rounding Off of Percentage Less (ROPL) of accepted Bid Price, i.e. the percentage by which the accepted Bid Price is less than the Cost Put to Tender, shall be as follows:

- Where the decimal fraction is less than 0.50, the percentage shall be rounded off to the next lower whole percentage.
- Where the decimal fraction is 0.50 or above. the percentage shall be rounded off to the next higher whole percentage.

" For avoidance of doubt, 13.25% less shall be reckoned as 13% less, whereas 13.50% less shall be reckoned as 14% less, for the purpose of determining the applicable APS under this Office Memorandum.

5. Calculation· of Additional Performance Security:

oWhere the accepted bidprice is such that the RQPL _is up to (-)10%, no additional performance security is required.

owhere the accepted bidprice is such that the RO?L is below(-)10% but not below (-)20%, the additional performance security percentage shall be incremented by 0.2% for every percentage of ROPL below (-)10%; for avoidance of doubt, if ROPL is (-)13%, then APS shall be@ 0.2% x (13-10)= 0.6% of accepted bid price.

owhere the accepted bid price is such_that _the _RQPL is below (-)20% but not below .(:)30%, _the additional performance security percentage shall be incremented by 0.3% for every percentage of ROPL below (-)20% in addition to 2% of the accepted bid price; for avoidance of doubt, if ROPL is (-)24%, then APS shall be@ 0.3% x (24-20) +2% = 1.2% + 2% = 3.2% of accepted bid price.

oWhere the accepted bid price is such that the ROP] is below (-)30% or more, the additional performance security percentage shall be incremented by 0.5% for every percentage of ROPL below (-)30% in addition to 5% of the accepted bid price; for avoidance of doubt, if ROPL is (-)37%, then APS shall be@ 0.5% x (37-30) + 5% = 3.5% + 5% = 8.5% of accepted bid price.

6. The additional performance security shall be treated as part of the performance security.

7. The provision of additional performance security shall be applicable to all forms of tender except Turnkey Tender.

Justification for abnormally low bids shall be scrutinized by the Technical Committee and recommended to the Competent Authority for Acceptance of Tender as per Para 6.3.15 of OPWD Code, Vol-I 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 analysis 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 analysis, the procuring entity determines that

the Bidder has substantially failed to demonstrate ils 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.

9. If more than one bid is quoted (decimal up *to* two numbers will be taken for all practical purposes, in percentage rate tenders) as lowest, 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 DAO will remain present.

10. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the lowest bidder (decimal up to two numbers will be taken for all practical purposes, in percentage rate tenders) after availing 10% price preference as per Para 2 of Works Department Resolution No. 16262 dated 30.10.2018, the tender shall be finalized by the Tender Accepting Authority through a transparent lottery system along with other categories of contractors.

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

12. However, as regards the bidding process in which the tender has been floated before the issue of this Office Memorandum, the APS shall be calculated as per Works Department O.M.No.173 dt 03.01.2026 r/w O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026.

13. In pursuance to. Works Deptt. OM No.2375/W, dt.03/03/2022, Additional Performance Security(APS) shall be refunded immediately on successful completion of the work within seven(07) days of issuance of Completion Certificate/ Provisional Completion Certificate.

14. This has been concurred in by the Finance Department vide OSWAS file **No.FIN-WFIMISC-0102-2025.**

. The **Additional performance security** shall be obtained as prescribe above in shape of of NSC/ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kishan Vikas Patra/ Deposit Receipt (TDR) of scheduled bank should be properly pledged in favour of Executive Engineer Lift Irrigation Division Jajpur Road Payable at JAJPUR from any Nationalized/ Schedule Bank in India counter guaranteed by its Local branch at Bhubaneswar within 7 (seven) days of Letter of Acceptance (LOA) otherwise the bid of the successful bidder shall be cancelled and Earnest Money Deposit/Bid Security shall be forfeited. The TDR receipt should be signed by authorized officers of the respective Banks along with his PA/SS number otherwise that TDR should not be accepted.

1. The successful Tenderer shall have to execute an agreement in P.W.D. F2 Contract form with the Executive Engineer, L.I Division, Jajpur Road within 07 days after receipt of Letter of Intimation with deposit of ISD Value of 1 % in shape of of NSC/ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kishan Vikas Patra/ Deposit Receipt (TDR) of scheduled bank duly Pledged in favour of the Executive Engineer, L.I. Division, JAJPUR ROAD. The cost of the Stamp paper for agreement will be borne by the Tenderer. No Bank Draft/ D.D accepted. Non-entering in to agreement shall lead to forfeiture of Earnest Money.

2. Earnest money will be forfeited if the successful Tenderer fails to accept the order.

3. The Work order may be placed to other participants or to any other licentiate contractor competent to execute the work if the approved Tenderer fails to execute the agreement within the stipulated time period or fails to execute the work within the stipulated time period.

4. In case of discrepancy in item / items of the Tender call Notice / Tender schedule along with Terms and Conditions of the Tender, decision of the competent authority to approve the Tender shall be final and binding.

5. The Tenderers should note that the work will have to be completed within the stipulated time as mentioned in Tender Call notice. The Drawings and specification of works can be seen at the office of the Executive Engineer, Lift Irrigation Division, Jajpur Road during working hours and days before the last date of reception of tender. Complaints at a future date that the drawings and specifications have not been seen cannot be entertained.

6. The Executive Engineer, L.I. Division, Jajpur Road reserves the right to increase or decrease the quantity of work or reject any or all Tenders or to distribute the works among the Tenderers without assigning any reason thereof.

7. The contractor will be responsible for payment of all royalties other charges for quarrying materials. All local taxes inclusive of Octroi Charges, Ferry & Tollage charges are to be paid by the contractor.

8. The Tenderer has to furnish true photo copy of the original valid contractor license / GST certificate / PAN card / Affidavit and other required documents along with the Tender, failing which the Tender will be treated as non-responsive and liable for rejection.

9. No materials will be supplied to the Contractor from the Corporation Store unless under special circumstances when the Corporation feels it essential.

10. The contractor should be fully liable to indemnify the Corporation for payment of any compensation under workman's compensation act – VIII of 1823 on account of the Workman being employed by him and the full amount of compensation paid will be recovered from the Contractor.

11. Every Tenderer must examine the details specification of works and materials before submitting his Tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities of items of work mentioned in the schedule attached to the Tender as may be considered necessary to complete the work fully and satisfactorily. Such increase shall in no case invalidate the contract or rates. It shall be definitely understood that the Corporation does not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alternation by omission or addition or deduction and such omission, deductions shall in no case invalidate the contract and no extra monetary compensation will be entertained.

12. No Tenderer is allowed to back out from the process and in case such backing out occurs without justifiable and sufficient reasons, the Tenderer may be penalized with forfeiture of EMD and other actions may be deemed suitable.

13. The Contractor shall make all arrangements for proper storage of materials. But no cost of raising shed for the storage of materials and pay of Watchman etc. will be borne by the Department. These are all to be borne by the contractor. The Corporation is not responsible for considering theft of materials at site. It is Contractor's risk. Under any such plea if the Contractor stops the work, he shall have to be the penalty as per clause of F_2 Contract.

14. For the purpose of jurisdiction of Court in the event of dispute if any, contract should be deemed to have entered in to at JAJPUR within the State of Odisha and this is hereby expressly agreed that neither party shall be competent to bring a suit as regards to the matter covered by this Tender / Purchase order at any place outside the State of Odisha.

15. The Contractor will have to arrange for water supply for all works, curring of masonry works, make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night works whenever necessary at his own cost.

16. Bailing out of water from the foundation either rain water or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and levelling ground where required. The rates quoted should be for finished items of work inclusive of those incidental items of works.

17. The Tenderer shall have to abide by the CPWD Safety code introduced by the Govt. of India, Ministry of work, Housing and Supply in their standing orders No. 44 to 46 Dt. 25.11.1957.

18. The Contractor will be abiding by the fair wages clause as introduced by the Govt. of Odisha.

19. The Corporation will have the right to supply at any time in the interest of work any Corporation materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rates of such materials will be at the issue rate fixed by the Corporation or market rates whichever is higher.

20. The Contractor will be responsible for the loss and damage if any of the Corporation materials, equipments supplied to him during execution of work due to reasons what so ever and the cost of such materials will be recovered from him at the prevailing Stock issue rates plus storage charges or market rates whichever is higher.

21. The Contractor should arrange at his own cost necessary tools and plants, Rig & Machineries required for the efficient execution of works and rates quoted should be inclusive of the running charges of such tools and plants and cost of consumables.

22. The Tenderers are required to go through each clause of PWD form F_2 addition to the clauses mentioned herewith before tendering.

23. No part of the contract shall be sublet without written permission of the Executive Engineer, Lift Irrigation Division, JAJPUR or transfer is made by power of attorney authorizing others to receive payment on the contractor's behalf.

24. If any further necessary information is required the Executive Engineer, L.I. Division, Jajpur Road will furnish such. But

it must be clearly understood the Tenders must be received in order and according to the instruction.

25. In the event of any delay in the supply of detail drawings 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.

26. No contractor will be permitted to furnish their Tender in their own manuscript papers.

27. Every Tenderer is expected before quoting his rate to inspect the site of proposed work. He should also inspect the quarries, factories, company sale Centers and satisfy himself about the quality, availability of materials, medical aids , labour and food stuffs etc and the rates may be inclusive of all these items of works in every case the materials must comply with the relevant specifications of the Tender.

28. The Corporation will not however after acceptance of contract rate, pay any extra charges for lead or any other recession in case the contractor is found later-on to have mis-judged the materials available.

29. All the materials supplied by the contractor should be procured from the firms of Odisha & must be approved by the Engineers in charge before they are used in the work.

30. The Tenders containing extraneous conditions of the Contractor not covered by the Tender call notice is liable for rejection.

31. All Tenders received will be remained valid for a period of 180 days from the date of receipt of Tenders and validity of Tender can also be extended if agreed to by the Contractor & Corporation.

32. After completion of work the contractor shall arrange at his own cost all requisite equipments for testing if found necessary and bear the entire cost of such test.

33. At the time of commissioning of the project the President / Secretary & Pani Panchayat members be informed by the contractor to be present at site. The trial run of the Pump set and delivery of water at each outlet through pipe line laid at the project should be done in presence of the Pani Panchayat President / Secretary.

34. After completion of the Project the materials fitted at the project should be handed over to the President / Secretary of the Pani Panchayat and copy of the same should be submitted along with the bill.

35. After completion of the work the electrical works will be handed over by the contractor to the TPNODL for maintenance.

36. The works bill of the contractor will be paid after a copy of the resolution received from the members of the Pani Panchayat that the work has been completed in all respect as per the work order issued and the project has been successfully trial run in their presence and the project has been taken over by them.

37. The UPVC pipes to be supplied should bear ISI mark and the pipes also bear CIPET testing certificate from the firms of Odisha.

38. The rate of materials to be quoted should bear the cost of materials, excise duty, packing, forwarding, freight, insurance, entry tax, Testing works, inspection charges & transportation cost to the site.

39. Tenderers may at their opinion quote reasonable rate for each item of work carefully so that in one item it is not unworkably low and other too high.

40. Income tax as admissible under rules from time to time on the gross amount of bills will be deducted from the contractor's bill. Surcharges as applicable by the IT act will also be levied over and above the Tax.

41. The Tenderer shall bear cost of various incidental charges necessary for the work such as compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also sums which may become payable due to operation of workmen's compensation act.

42. If the contractor quotes abnormally low rates for some items and the Corporation decides to accept his Tender then the Corporation would have discretion of withholding the differential cost between such highly low rates of items and schedule of rates from their payments due against other items till such low rates items are completed.

.**44.** The materials to be supplied for use in the works should be of ISI specification.

45. The testing charges of materials including expenditure for collection / transportation of samples / specimen etc will be borne by the contractor. The collection of samples and testing are to be conducted both prior to execution and during execution as may be directed by the Engineer in charge and in both the counts the cost shall be borne by the contractor.

46. The contractor is required to pay royalties to the Govt. as fixed from time to time and produce such documents in support of their payment to the Executive Engineer, .L.I. Division, Jajpur Road along with their bills failing which the amount of royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the Revenue Department. .

47. The contractor shall supply sample of all materials fully before procurement for the works for testing and acceptance as may be required by the Site Engineer in Charge.

48. If there is any damage to the work due to natural calamities like Flood or cyclone or any other cause during the course of execution of work or up to eighteen months after completion of works or if any , the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims what so ever in this regard will be entertained.

49. The bricks should be well burnt and of good quality and should be approved by the site Engineer in charge and should confirm the minimum strength as per National Building Code.

50. Under section 1 of Contract Labour Regulation Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the Licensing Authority of Labour Department during execution of P1 agreement.

51. In case of any complaint by the Labour working about the non-payment or less payment of wages as per latest minimum wages act, the Executive Engineer, L.I. Division, Jajpur Road has the right to investigate and if the contractor is found to be default, he may recover such amount due from the contractor and pay such amount to the Labour directly under intimation to the Local Labour office of the Govt.

52. The contractor shall not employ any child labour.

53. The rates quoted by the contractor shall cover the latest approved rates of labour, materials, POL and royalties, approach road etc. are the responsibilities of the contractor.

54. Payment will be made after completion of work, handing over of electric line and substation to TPNODL, and after completion of all formalities with TPNODL.

55. The bill in triplicate with all the relevant documents mentioned above should be submitted through the concerned J.E (Mech.) & A.E (Mech.) accordingly Junior Engineer (Electrical) for power supply works and through the concerned Junior Engineer (Civil) for Civil works & installation works which should be routed through concerned Assistant Engineer (Civil) for pass and payment by the Executive Engineer, Lift Irrigation Division, JAJPUR ROAD. Any defect that occurs within 18 months of commissioning of the project to the Civil works, installation works, materials and power supply works should be rectified by the Contractor within 7days time at the latest after getting information from concerned Junior Engineer / Assistant Engineer or Executive Engineer of OLIC.

56. Failure to do so ,Lift Irrigation Department may take up the work by engaging any private contractor or any agency without any further intimation since saving standing crops is a sensitive issue. In such case the total cost involved will be deducted from the security deposit of the contractor.

.**57.** The materials those to be supplied by the contractor should confirm to the latest ISI / CPRI specifications and in the absence of such specifications the specifications to be made by the Executive Engineer, Lift Irrigation Division, JAJPUR ROAD.

58. Security deposit @ 5 % of the bill will be deducted which will be refunded after 18 months from the date of handing over subject to the payment of final bill.

59. Under no circumstances interest is chargeable for the dues, additional dues if any payable for the work.

60. The Tenderer shall put his signature in each page of the tender paper while submitting the tender failing which the same shall be rejected. If the Tender paper and Terms and conditions are not signed and returned it will be accepted that the Tenderer is not agreeable to execute the works as per the stipulated Terms and conditions and this occur will not be considered.

61. During execution of pipe line work damages caused to any Govt. property / private property like underground cable, electric cable, metal / bitumen / concrete road etc will be compensated by the contractor at his own risk and cost.

62. An affidavit should be furnished by the contractor at the time of submission of tender papers about the authentication of tender documents (vide Govt. of Odisha Works Department code – 14 / 2004 – 9414, dated 8.6.2004, concurred by Law Department and Finance Department vide their UOR No. 1242 dated 5.8.2003 and No. 195 / WF – 1, Dt. 4.3.2004 respectively) failing which the tender will be liable for rejection. The original affidavit only will be accepted. The name of the work must be mentioned in the affidavit. In case of an affidavit for multiple works, the certified copy of the same is to be furnished for the other Tenders.

63. The bidder may ask to produce the original documents submitted through Website for verification before the tendering Authority as & when required failing which the bid of such bidder shall liable for rejection.

SECTION – 2
INFORMATION AND INSTRUCTION TO TENDERERS

SECTION – 2

1. Preparation of Tender Documents:

The intending bidder shall log in to the e-procurement portal identified as http://tendersorissa.gov.in and download the technical bid and price bid in shape of an intelligent Bill of quantity in MS Excel format. As per the requirement of the bid document the bidder will fill up the required Information's and mentioned excess or less over the total estimated cost (In figures and as well as Words) considering one project as unit. The bidder is to scan his registration certificate and certificate issued by competent authorities required for full filling the minimum qualification criteria specified in the bid document for the work.

2. Method of submission of Tender Document:

2.1 They shall upload the scanned copy / copies of the documents and information as per requirement of the bid document through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the technical bid except the filled up intelligent excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of price bid. The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the documents may be ensured by taking out a sample copy. In the e- procurement tendering system the bidder is required only to submit the required conformations as per bid document instead of submitting the entire technical bid document. The "online" bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections/ authenticity. If any of the information furnished by the bidder is found to be false/ fabricated / bogus, the bidder will be black listed and his EMD / bid security forfeited.

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

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

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

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

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

2.7 **The P.A holders of any SC/ST bidders should belongs to SC/ST category only otherwise their bids will be rejected (as per instructions of Deptt. Authorities).**

2.8 All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below in the appropriate place.

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

3. Opening of Tender Documents.

The Technical Bids will be opened on Dt.05.11.2026 at 11.00 hours in the OFFICE OF THE EXECUTIVE ENGINEER, LIFT IRRIGATION DIVISION, JAJPUR ROAD, in the presence of bidders or their authorized representative, who wish to be present.

4. Minimum Qualifying Criteria.

Weightage may be given to bidder who in its name should have executed similar type of work in the last five years. **The bidder is required to upload the scanned attested copy of authentic record duly certified by the concerned Executive Engineer in support of such experience.** The bidder shall have to produce the original documents in support of scanned and statements uploaded in the portal by the employer prior to award of contract. Failure to produce proof in support will result in non-consideration of the tender.

a) Weightage may be given to the Contractors having own plants and machineries (Rig & Ancillaries).

b) Contractor shall employ the Engineers/ Tech. staffs as per norms of the Govt. of Odisha under himself.

c) The firm must possess liquid assets or credit facilities of not less than twenty percent (20%) of the amount put to tender along with the bill against the specific work by mentioning the name of work and tender identification No.

d) The TW packages are required experience Rig holder to participate on those packages by making joint venture with the required class of contractor. The participating contractor has to submit Experience certificate obtaining from the Authority not less than the Rank of Executive Officer of the RIG holder. Failing which their participation will be rejected.

5. **Final Decision making authority.**

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

SECTION – 3
GENERAL RULES & DIRECTIONS

SECTION – III

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by Executive Engineer, Lift Irrigation Division, Jajpur Road shall also be open for inspection by the contractor at the office of the Executive Engineer, Lift Irrigation Division, Jajpur Road during office hours.

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

3. Receipts for payment made on accounts of works when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other persons 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 OLIC Ltd. and their issue rates shall be filled in and completed in the office of the **Executive Engineer, Lift Irrigation Division, Jajpur Road** before the tender form is issued if a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he willing to undertake each item of the work. Incomplete tender and tender rate the willing to undertake each item of the work specified in the specified from 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 completed or which are not accompanied by required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for more shall submit a separate tender for each tender. Tender shall bear the name of the work to which they refer the instrument deposited for earnest money herein before mentioned shall be made in thereof should be enclosed with the tender.

7. The Executive 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 tender being rejected the Challans for the earnest money forwarded therewith shall thereupon be returned to the bidder for the amount of the earnest money.

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

9. In the event of a tender being selected for acceptance the Executive Engineer who opened the tenders will, if he is competent to accept the tender, inform the bidder of the selected tender who shall there upon sign copies of the specification and other documents with the tender. The tenderers to the selected tender shall also deposit the required amount of the security money within the prescribed time. If the bidder fails to deposit the required amount of the security money within the prescribed time the Executive Engineer may reject the tender.

If the Executive Engineer is not competent to accept the tender by himself, he will inform the bidder of the tender which he decides to recommended for acceptance, such tender shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the bidder will then be forwarded for acceptance to the higher authority who is competent to accept the same. If the said authority rejects the tender the security money deposited shall be refunded to the bidder.

10. When a tender is selected for acceptance the bidder shall deposit the required amount of the security money in prescribe form and shall forward the challans to the Executive Engineer L.I Division, JAJPUR ROAD. The securities may be endorsed to the Executive Engineer of the required amount of the security money.

11. The amount of security money to be deposited by the bidder whose tender is selected for acceptance shall be 2 (two) percent of the quoted value of the work, failing which tender shall be liable by rejection.

Further, balance of the security money outstanding after completion of the contract with the bidder may be made up by deduction of 5% of the amount of each payment to be made to him under clause of the condition of contractor for work done under the contract.

Taxes as per provisions of Government shall be deducted from each bill of bidder.

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

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

14. The earnest money deposited is liable to be forfeited if the bidder backs out from the offer before acceptance of the tender by the competent authority.

15. T.D.S (Tax Deducted at Source) towards GST will be deducted at the rate applicable

16 The bidder shall execute the work as per the technical specification as directed by the Engineer – in –charge.

17 Payment of bill for the work done will be made after successful completion of work, testing, commissioning and handing over to concern Pani Panchayat.

18 The purchase of UPVC Pipe, HDPE Pipe and any other EPM rate contract items are to be procured from EPM registered firm of Govt. of Odisha with Pre & Post inspection Certificates from CIPET authority.

ELECTRICAL WORK

4.1 GENERAL

The work is to erect 11 K.V. H.T. line, L.T. line and commissioning of 11/0.4 KV stations ranging from 25 KVA to 100 KVA.

Besides this in some projects erection of 11 KV line D.P., Cut Point on 11 KV line, 11 KV line to 3 phase 11 KV line, erection of guarding for road crossing / river crossing/power line crossing etc. are to be done.

For all the above works, the materials required, as mentioned in Annex. B to H are to be supplied by the contractors. The scope of works for each package has been mentioned in the tender call notice and respective price bid format.

4.2 ERECTION OF 11 KV LINE

In Annexure B, the list of materials to be used for 1 km of 11 KV line has been given. For different length of 11 KV line, as mentioned in tender notice, for different packages, materials to be used proportionately.

For all the packages, the size of conductor to be used is 55/80 mm^2 A.A.A.C. as per TPNODL Estimate. The length of span is to be 0.07 km, which may vary according to field situation as per the direction of Engineer-in-charge of OLIC.

4.3 ERECTION OF L.T LINE

The materials to be used for 1 km of L.T. line with A.B. conductor of 34 mm^2 and AAA conductor of 34 mm^2 has been given respectively. For different length of L.T. line required for different packages as mentioned in tender call notice, materials to be used proportionately. The length of span of L.T. line with 0.03 km. The length may vary according to field situation as per the direction of Engineer-in-charge of OLIC.

4.4 SUB – STATIONS

Materials to be used for 11/0.4 KV, 25 KVA, to 100 KVA S/S has been mentioned in Annex. C and in its parts. The scope of S/S for each package has been mentioned in the tender call notice.

The technical specifications of transformer, transformer oil, lightening arrester etc have mentioned in the part of Annex C. The contractor shall have to submit the test certificate of the transformer issued by the manufacturer.

4.5 OTHER WORKS

For other works i.e. Line D.P, Guarding, Cut point etc. respective annexure is to be followed.

1. Routing Test

All the transformers shall be subjected to routine test at the manufacturer work as per IS-2026/1977 or its latest amendment if any.

The following tests are to be carried out:

a) Measurement of winding resistance: (For 250 KVA on all taps)
b) Ratio, polarity and phase relationship:
c) Measurement of impendence voltage :(On all taps in 250 KVA)
d) Measurement of load loss and
Measurement of natural unbalance current: (For 250 KVA on all taps)
e) No load loss and current at 100% of no. load voltage.
f) Insulation resistance, in 1 minute & 10 minutes duration by 2.5 KV motorized Megger.
g) Induced over voltage withstand test.
h) Separate sources voltage withstanding test and measurement of leakage current to earth.
i) Magnetic balance test.
j) Air Pressure and oil leakage test of transformers.
k) Vector group test.
l) Measurement of dimensions.
m) Measurement of P.I. Value in 10 Minute/1 minute durations by 2.5 KV.
n) Oil BDV test.

2. Temperature rise test.

TRANSFORMER OIL CHARACTERISTICS

	Appearance	The oil shall be clear and transparent and free from suspended matter or sediment.
	Density at 29.500(max)	0.89
	Kinematics viscosity at 27°C (max)	27 Cst.
	Interfacial tension at 27°C (minimum)	0.04
	Flash point, pen sky marten (closed)	140°C
	Pour point (max)	6°C
	Neutralization value (total acidity) Maximum	0.03 mg
	Corrosive sulpher	No corrosive
	Electric strength (break down voltage) Minimum	a) New untreated oil - 30 KV (rms) b) Meter filteration-60 KV (rms)
	Dielectric dissipation factor (tan delta) at 90°C(maximum)	0.002
	Specific resistance (resistively)	
	a) At 90°C (minimum)	35×10^{12} Ohm -cm.
	b) At 27° (minimum)	1500×10^{12} Ohm -cm.
	Oxidation stability	
	a) Neutralization value	0.40 mg.
	b) Total sludge after oxidation Maximum	0.10 percent by weight.
	Presence of oxidation in hibitor	The oil shall not contain anti-oxidant additives.
	Water content (maximum)	50 PPm.
	The oil should have the following characteristics after undergoing oxidative aging test with copper catalyst as per ASTMDI-934	.
	a) Resistively at 90°C (minimum)	0.2×10^{12} Ohm -cm.
	b) Resistively at 27° (minimum)	2.5×10^{12} Ohm -cm.
	c) Tan delta at 90°C (maximum)	0.20
	d) Total acidity (maximum)	0.05 mg
	e) Total sludge (maximum)	0.05% by weight.

TECHNICAL PARTICULARS OF LIGHTENING ARRESTER (REC SPECIFICATION NO. F-9)

1	Type	Metal oxide gapless distribution type.
2	No. of units	1 (one)
3	Rated voltage (KV rIlls)	12
4	Nominal discharge current (KA)	5
5	Reference current (m.a)	1
6	Reference voltage (KV rIlls)	Greater than the rated voltage.
7	Current at MOOV	
	i) Resistive current lR	0.8 m A
	ii) Capacitive current IC	1.2 m A
8	Maximum residual voltage for discharge current of 8/20 micro second wave at	
	i) 0.5 time the nominal discharge current	KV (P) 40
	ii) 1 time the nominal discharge current	KV (P) 42
	iii) 2 times the nominal discharge current	KV (P) 48
9	Maximum continuous operative voltage (KV rms)	12
10	High current impulse withstand (KA)	65
11	Insulation withstand	
	i) Lightening impulse (KA peak)	75
	ii) P.F. (dry/wet) (KV rms)	35
12	Temporary over voltage withstand capability (KV peak)	
	i) At 0.1 second	19
	ii) At 1 Second	17.5
	iii) At 10 Second	15.5
	iv) At 100 Second	14
13	Maximum ratio interference voltage	250 microvolt
14	Maximum step current impulse residual voltage at nominal discharge current of 1 micro second front time (KV peak)	48
15	Height of complete unit (mm)	380
16	Maximum recommended spacing between arrester center to center (mm)	300
17	Clearance required from ground equipment to various heights of arrester unit (mm)	285
18	Earthing arrangement	To be provided
19	Mounting flange dimensional details (mm)	Mounting clamps to be provided
20	Total creep-age distance (mm)	300
21	Weight of complete unit (Kg)	4.4

MATERIALS TO BE USED FOR ONE No. CUT POINT FOR 3 PHASE 11 KV OVERLOAD LINE

Sl No.	Description of Materials	Unit	Qty.	Remarks
1	PSC Pole, 9mt. long, 300 kg	No.	1	
2	75x40mm channel for straight Cross arm, 1.2mt. long	No./KG	4/32.64	
3	Disc Insulator (T&C)	No.	6	
4	Hardware fitting for Disc Insulator (T&C)	No.	6	
5	11 KV Pin Insulator	No.	1	
6	HT Stay set complete	No.	3	
7	Stay Insulator	No.	3	
8	7/10 SWG Stay wire	Kg	30	
9	Nuts, Bolts, Washers	Kg	2	
10	Concrete Materials for stay anchor plate	No.	3	
11	Padding & Concrete Materials for support	No.	1	
12	Coil Earthing for support	No.	1	
13	11 KV G.I. Pin	No.	1	
14	Stay Clamp	Pair	3	

MATERIALS TO BE USED FOR ONE NO. OF GUARDING TO BE ERECTED IN 11 KV OVERLOAD LINE FOR ROAD, POWER LINE, TELEPHONE LINE CROSSING ETC

Sl No.	Description of Materials	Unit	Qty.	Remarks
1	75X40 mm channel, 1.5 mt. long	No/Kg	2/20.4	
2	Back clamp for channel	No.	2	
3	Eye hook	No.	10	
4	SWG 8, G.I. Wire	Kg.	20	
5	Nuts, Bolts, Washer	Kg.	1	

Materials to be used for 1 no. of line D.P. for 3 phase 11 KV line

Sl. No.	Description of the Material	Unit	Qty. to be used	Remarks
1	9 mt. long, 300 kg PSC Pole	No.	2	
2	11 KV 'V' cross arm	No.	2	
3	Top Bracket	No.	2	
4	Back Clamp	No.	2	
5	11 KV G.I. Pin	No.	6	
6	11 KV pin Insulator	No.	6	
7	Top channel, 100x50x6mm, 2.8 mts long	No./Kg.	2/52	
8	Bracing channel, 75x40x6mm, 3mts long	No./Kg.	2/41	
9	Bracing angle, 50x50x6mm, 4mts long	No./Kg.	2/36	
10	11 KV disc insulator (T&C type)	No.	3	
11	11 KV H/W fitting (T&C type)	No.	3	
12	H.T. stay set complete	No.	2	
13	Stay Insulator	No.	2	
14	Stay Clamp	Pair	2	
15	G.I. Pipe earthing, 40 mm. dia medium gauge, 2.5 mt. long	No.	1	
16	Earthing for Pole, Coil type	No.	2	
17	Nuts, Bolts, Washers		As required	
18	Clamp for Bracing Channel	No.	6	
19	No. 8 G.I. Wire for earthing	Kg.	3	
20	7/10 SWG G.I. stay line	Kg.	20	
21	Concrete material for stay anchor plate	No.	2	
22	Padding & Concrete material for support	No.	2	
23	Materials for masonry works for earth pit	No.	1	
24	Charcoal, Salt for earthing	-	As required	

SECTION –4
CONDITION OF CONTRACT

CONDITION OF CONTRACT

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

Clause -2(a) The work is to be completed within 90 days as per DTCN .The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to ½ % on the amount of the estimated cost if the whole work as shown by the tender for every week that the work remains uncommenced, or unfinished after the proper dates (The work should not be considered finished until such the date as the Executive Engineer shall after necessary rectification of defects as pointed out by the Executive Engineer, or his authorized agents are fully complied with by the contractor to the Executive 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 work before one fourth of the whole time allowed under contract has elapsed one half of the work, before one half of such time has elapsed and three-forth of the work before three-forth of such time has elapsed. In the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one third percent on the said estimated cost of the whole work for every week that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% on estimated cost of the work as shown in the tender.

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

(i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty.

(ii) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates if it had been carried out by contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(iii) To measure up the work of the contractor, and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor & may be deducted from any money due to him by Govt. under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

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

Clause-3 In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof shall become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of the any of the conditions here of and such powers shall not withstanding be exercisable in the event of any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force the powers vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plants materials & stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or 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 Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may give notice in writing to the contractor required him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to be expenses of removal and the amount of proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Clause – 5 On completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-charge of such completion but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all scaffolding, surplus materials and rubbish and 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 which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the PWD in accordance with the rules of the Department whose measurement 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 clearing of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding, or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Sub clause-5 If in the opinion of the Engineer-in-charge, which shall be final and binding on the contractor occupation or utilization of a portion of the work completed in no way interferes with the progress for rest of the work, the same may be occupied or utilized by or on behalf of the Govt. under the written order of the Engineer-in-charge & to get the defects 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 other concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause – 6 A work progress report shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim as far as admissible adjusted if possible before the expiry of ten day from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respect. Provided that, if any balance of the 7% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may necessary to make up to the balance of the security. All such intermediate payments shall be regards as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and requiring or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as the final settlement or adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

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

Clause – 8 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly fully and faithfully to the designs, drawings & instruction in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office for the purpose of inspection during office hours and the contractor shall, if he so require be entitle at his own expense to make or cause to make copies of the specification and of all such designs, drawings and instructions as aforesaid.

Clause – 9 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 to be necessary advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alternation shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same time rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work includes bears to the proportion that the additional work include bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions. And if the additional work includes any class of work, for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work being carried on and if such the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which is it his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out such manner as he may consider advisable.

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

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

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

Clause – 10 If at any time after the commencement of the work Government of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequences of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause – 11 If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for execution of the work are unsound or of a quality inferior to that contracted for or 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 not with standing that the same may have been inadvertently passed, certified and paid forth with rectify or remove and reconstructed 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 provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding the days his failure to do shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other the materials or articles complained of as the case may be at the risk and the expense in all respects of the contractor.

Clause – 12 All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspections and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of intention of Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause – 13 If the contractor or his work people or servants shall break deface, injure or destroy any part of a building in which they may be working or any building, road, enclosure or grass land, or cultivated ground continuous to the premises on which work or any part of it being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfection become apparent in it within six months from the date of final certificate of its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall make good on his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion there and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Clause – 14 The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisites or proper for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under this conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting weighing and assisting in the measurement of examination at any time and from time to time the work or materials, failing him so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense to every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to the above precautions, and to pay any damages and cost which may be awarded in any such action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause – 15 The contract shall not be assigned or sublet without the written approval of the Executive Engineer and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceeding or make any composition with his creditor or attempt so to do or if any bride gratuity, gift loan, perquisite reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants to agents to any public officer or person in the employment of Government in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause – 3 hereof and in addition the contractor, shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause – 16 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Clause – 17 In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may be noticed in writing rescind the contract and the security deposit of the contractor shall 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-3 hereof and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Clause – 18 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects by Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause – 19 When the estimate on which a tender is made includes lump sum 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 sums payable to him under the provisions of this clause.

Clause – 20 In the case of any class of work for which there is no such specification as is mentioned in rule, such work shall be carried out in accordance with the circle specification and in the event or 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.

Clause – 21 The expression 'work' or 'works' where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be constructed and taken to mean the work by or by virtue of contract to be executed whether temporary or permanent, and whether original altered, substituted, or additional.

Clause – 22 Government shall be entitled to recover in full from the contractor any amount that the government may be liable to pay under Workmen's Compensation Act VIII of 1923 to any workmen employed in course of execution of any part of the work covered by this contract.

Clause – 23 That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have entered into within the State of Odisha..

Clause – 24 The Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

Clause – 25 Sanitary arrangement will be made by the contractor at his own cost for his labour camp.

Clause – 26 The contractor shall bear all taxes including sales tax, income tax, royalty, fair weather charge and tollage, where necessary.

Clause – 27 (a) (i) **Payment for variation in price (Vide works Dep't. Memo No. 10273/W dated. 07.04.1986, 14379 dated. 22.06.1991 & No. 222874 dt. 24.10.1992)**

"if during the progress of the work price of any material incorporated in the work (Not being materials supplied from the Engineer-in-charge's store in accordance with clause thereof) increases or decreases as a result of increase or decrease in the Average whole Sale Price Index (all commodities) and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the work) such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 75% in between the average whole sale price Index (all commodities) which is operative for the quarter under consideration & that operator for the quarter which the tender opened , as per the formula indicated below

R = The value of work done in rupees during the quarter under consideration.

m_0= The all India average wholesale price index (all commodities) for the quarter preceding the date of opening of Bids, as published by Ministry of Industrial Development Government of India, New Delhi.

M_1= The all India average wholesale price index (all commodities) for the quarter under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

P_m = Percentage of materials component as per Sub-clause of this clause.

b. Adjustment for labour components:

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

$$0.75 \times \frac{P_L}{100} \times R \frac{(L1 - L_0)}{L_0}$$

VL = Increase or decrease in the cost of work during the quarter under consideration due to change in rates of labour. R = The value of work done in Rupees during the quarter under consideration.

L_1 = The minimum wages of unskilled labourer as prescribed by the Government for the quarter under consideration.

L_0 = The minimum wages for unskilled labour as prescribed by Government for the quarter in which the tenders were opened.

P_L = Percentage of labour component as per sub-clause of this clause.

Clause-28 After the work is finished all surplus material and debris are to be removed by the contractor and preliminary works such as GSTs, mixing platforms etc. are to be dismantled and all materials removed from site. The ground up to100'-0"wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

Clause-29 (a) The contract shall be pay not less than fair wage to labourers engaged by him on the work.

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

Under the Minimum Wages Act. 1948 wages at such higher rates would constitute "Fair wages**"** (W.D.No22059 dt.16.8.77.)

(B) The contractor shall not withstanding the provisions of any contract, cause to be paid of fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractor 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 or complied with all regulations made by Government in regard to payment of wages wage period deductions from wages recovery of wages not paid and deductions unauthorized made maintenance of wage register wage cards publication of scale of wages and other terms of employment inspection submission of periodical returns and all other materials of a like nature.

(D) The Executive 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 by reason of non- fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

(E) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from this un-contractor.

(F) The regulations aforesaid shall be deemed to be part of this contract any breach there of shall be breach of this contract.

(G) Under the provision of the Minimum wages Act, 1948 & minimum wages (Central Rules, 1950) the contractor is bound to allow or cause, to allow to the labourers directly or indirectly in the works one day rest for days continuous work and pay wages at the same rate as for duty, in the event of default, thee Executive Engineer or Sub- Divisional Officer concerned shall have the right to deduct the sum not paid account of wages for weekly holiday to labourers and pay the to the persons entitled there to any money due to the contractor.

(H) The contactor shall at his own expense provide or arrange for the provision of foot wear for labour doing cement mixing work and black toping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer – in – charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.

(i) The contractor shall submit by the 4th & 10th of very month, to the Engineer – in charge a true statement showing in respect of the Second half of the preceding month and the first half to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the contend of damage and injure caused by them and (5) the numbers of female workers who have been allowed maternity benefit according the clause (k) and the amount paid to the Government a sum not exceeding Rs.90.00 for each default of materially incorrect statement. The amount levied as fine decision of the Executive Engineer shall be final in deducting from any bill due to contractor.

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

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

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

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

2 Pay (i) In case of Delivery: - Leave pay during maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of ` 90.00 a day whichever is greater.

(iii) In case of Miscarriage : Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period 3 months immediately preceding the date of such miscarriage, Conditions of grant of Maternity Leave: No. maternity leave benefit shall be admissible to women unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

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

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

2. Definition :

(i) 'Work Place' means a place at which averages of fifty or more workers are employed in connection with construction work.

(ii) Large work place means a place at which averages of 500 or more workers are employed in connection with construction work.

3. First Aid:

(a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply or sterilizer dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work

places they shall be readily available during working hours.

(b) At large work places where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and run by trained compounder.

(c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities towns or in their suburbs and no beds are considered necessary owing to the proximity of city, town hospitals, and an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place some conveyance facilities such as a car shall be kept readily available to take injured persons or person to the nearest hospitals.

4. Drinking water :

(a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of water fit for drinking.

(b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.

(c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other sources of pollution where water to be drawn from an existing well within such proximity of latrine drain or any other sources of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with tray door which shall be dust and water proof.

(d) A reliable pump shall be fitted to each covered well the door tray shall be kept locked and opened only for cleaning or inspection which shall at least once a month.

(e) The temperature of drinking water supplied to workers shall not exceed 90^0 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 in clean and drained condition.

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

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

(b) Where the number of persons employed Exceeds 50 but does not exceed 100 No. of Seats 2

(c) For every additional 100 No. of Seats 3

(in particulars cases the Executive Engineer shall have the power to vary the scale where necessary)

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

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

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

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

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

11. Provision of shelters during rest: At every work place, there shall be provided free of cost two suitable sheds one for females and the other for the use of labourers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.

12. Crèche: At every work place at which more than 50 women workers are employed, there shall be provided only one hut use of children under the age of 6 year, belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.

i) Thatched huts

ii) Mud floors and walls.

iii) Planks spared over the mud floor and covered with matting.

a) The hut shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two Dhal in attendance. Sanitary utensil shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to Children, their attendants and mothers of the children.

b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhal to look after the children of women workers.

c) The size of crèche shall very according to the numbers of women workers.

d) The crèche shall be properly maintained and necessary equipment like toys etc. shall be provided.

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

CONTRACTOR'S LABOUR REGULATIONS

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

2. **Definition**: In these Regulations unless otherwise expressed or indicated the following words and expressing shall have the meaning hereby assigned to them respectively. That is say.

a) "**Labour**" mean workers employed by a contractor of the Odisha Public Works Department/Electricity Department directly/indirectly through a sub-contractor or other person or by an agent on his behalf.

b) "**Fair Wages**" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages. (W.D No. 22059 dt. 16.08.77)

c) 'Contractor' shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

d) '**Wages**' shall have the same meaning as defined in the payment of wages Act., and include time and piece rate wages if any.

3. Display of notices regarding ways etc.:-

The contractor shall:-

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

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

4. Payment of Wages:-

(c) Wager due to every worker shall be paid to him direct.

(d) All wages shall have to be paid in cash in current coin or currency or in both.

5. Fixation of wages periods:

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

(f) No wage period shall exceed one month.

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

(h) 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 which his employment is terminated.

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

6. Wage book and wage cards etc.

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

a) Rate of daily or monthly wages.

b) Nature of work on which employed.

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

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

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

f) Wage actually paid for each wage period.

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

h) The Executive Engineer may grant an exemption from the maintenance of wage bond; wage cards to a contract or who, in his opinion may not directly or indirectly employ more than100 persons on the work

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

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

a) Fines.

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

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

d) Any other deduction which the Odisha Government may from time to time allow.

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

3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paisa in a rupee of the wages payable to him in respect of that wage period.

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

8. Register of fines etc.

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

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

9. Preservation of register:

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

10. Power of labour welfare Officers to make investigations or enquiry

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

11. Report of labour welfare officers:

The labour welfare officer or others authorized as aforesaid shall submit a report of the results of his investigation of enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deduction 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 officers.

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

13. Inspection of registers:

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

14. Submission of return:

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

15. Amendment

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

Clause-36 The terms and condition of the agreement have been read/ explained to me and certify that i/we clearly understand them.

ADDENDUM TO CONDITION OF CONTRACT;

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

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

1.3. The agreement will incorporate all agreements between the officer inviting the bid / Engineer-in-charge and the successful bidder. Within 10 days following the notification of award along with the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall from part of the agreement.

a) The notice inviting bid, all the documents including addition conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading there to & required amount of performance security including additional performance security.

b) Standard P.W.D Form F2.

1. TIME CONTROL

1.1 Progress of work and re- scheduling programme.

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

2.1.2. Within 10 days of issue of the Letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval and programme commensurate to clause no 3 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, ¼th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of work the before 3/4th of the whole time allowed under the contract has elapsed.

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

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

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

1.2 Extension of the completion date.

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

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

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

For

i Abnormally bed weather, or

ii Serious loss or damage by fire, or

iii. Civil commotion, local commotion, local commotion of workmen, strike or lockout, box officers any of the heads employed on the work or.

iv. Delay on the part of other contractors or trade men engaged by Engineer-in-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 accelerates the remaining work and which would cause the contractor to incur additional cost, or

vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract 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 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 shall be binding on the contractor.

1.3 **Compensation for delay.**

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion he shall without prejudice to any other right or remedy available under the law to the government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the superintending Engineer(whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month(as applicable) that the progress remains below that specified in clauses2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period completion has been specified Compensation @ 1.5% per month for delay of work, delay to be computed on per day basis.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in contract date, or the rescheduled milestone(s) in items of Clause 2.5 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any noticed 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 each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

1.4 **Management Meetings**

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

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

Signature of witness Signature of contractor

ANNEXURE – A

***NO RELATION CERTIFICATE**

Certified that I / We am / are not related to any officer of Water Resources Department / OLIC Ltd., of the rank of Junior Engineer and above or any officer of the rank of Assistant/ under Secretary and above of the works department, Government of Odisha. I/We am/are aware that, if the fact subsequently proved to be false, my/our contract will be rescinded with forfeiture of EMD and security deposit and I/we shall be liable to make good the loss or damage resulting from such cancellation.

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

***The above information should be executed through bond paper undersigned by notary public.**

Signature of the Tenderer

ANNEXURE - B

FORMAT FOR PERFORMANCE RECORD OF CONTRACTORS

1. Name of the Contractor :
2. Registration No. and Date :
3. Class of Contractor :
4. Licensing Authority :
5. License valid up to
6. Details of works executed :

Sl. No.	Jobs under execution	Agreement amount	Date of Commencement	Stipulated Date of Completion	Whether work is progressing as per programme	Reasons for delay, if any
1	2	3	4	5	6	7

7. Whether the contractor has requisite machineries & personnel deployed. (details of machinery and personnel deployed) :
8. Whether the quality of construction is satisfactory. :
9. Whether he has capability to make good the loss in time. :
10. Whether the Contractor has abandoned any work in the past three years, if yes, the details thereof.
11. Whether the Contractor has entered in to any litigation in the past if yes, the details thereof.

Signature of Contractor

ANNEXURE - C

DETAILS OF OTHER WORKS TENDERRED FOR AND WORKS IN HAND ON THE DATE OF SUBMISSION THE TENDER

Sl. No.	Name of works with No. & Date of agreement & Division / Dept. concerned	Place & Country	Work in Hand			Work Tendered for			Remarks
			Tendered Cost	Cost of work Remaining to Be execute	Anticipated date of completion	Estimated Cost	Date when decision is expected	Stipulated date & period of completion	
1	2	3	4	5	6	7	8	9	10

ANNEXURE – D

DETAIL OF WORK SIMILAR TYPE AND MAGNITUDE CARRIED ON BY THE CONTRACTOR IN THE PAST IF ANY

Sl. No.	Name of works with No. & Date of agreement & Division/ Dept. concerned	Place & Country	Tendered cost	Time in which Completed	Date of completion	Principal Features
1	2	3	4	5	6	7

ANNEXURE - E

DETAILS OF MACHINERIES AND EARTH MOVING MACHINERIES IMMEDIATELY

AVAILABLE WITH THE CONTRACTOR FOR USE IN THE WORK

Sl. No.	Name of equipment with regd. No	No. of Units	Kinds of make	Capacity	Age and Condition	Present location	Remarks
1	2	3	4	5	6	7	8

ANNEXURE – 'F'

AFFIDAVIT

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

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

I am submitting tenders before the Executive Engineer, Lift Irrigation Division, Jajpur Road for tender identification no. _____, dated _____, for the work

1. _____

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

ii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the Executive Engineer, Lift Irrigation division, Jajpur Road including EMD in any shape are all authentic and bonafied documents in the eyes of 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.**

The above information should be executed through bond paper undersigned by notary public.

BIDDERS CONTACT DETAILS

***1. NAME :**

***2. ADDRESS :**

****3. TELEPHONE NO. :**

****4. MOBILE NO. :**

****5. E-MAIL ID :**

*Marked information are mandatory failing to which it will be treated as incomplete submission.

** **Mention valid phone number with valid e_mail-ID.**

Note-Filling of Address should be Capital in Letter with clear Digits any discrepancy find may lead towards rejection of bid.

Signature of the Contractor

CHECK LIST <u>SUBMITTED OR NOT</u>

1.	Annexure-A	No Relation Certificate	Yes/No
2.	Annexure-B	Performance Record	Yes/No
3.	Annexure-C	Work in Hand	Yes/No
4.	Annexure-D	Work Experience	Yes/No
5.	Annexure-E	Plant/Equipment	Yes/No
6.	Annexure-F	Affidavit	Yes/No
7.		Bidders Contact Details	Yes/No

Signature of the Contractor

Total Nos. of Pages: 38 Nos.

OFFICE OF THE EXECUTIVE ENGINEER, LIFT IRRIGATION DIVISION, JAJPUR ROAD

E-mail – eeli.jajpurroad@gmail.com

E-Procurement Notice

Bid Identification No. OLIC /03 /2026-27 /[redacted] (JPR)/ Dt. 16.10.26

The Executive Engineer, Lift Irrigation Division, Jajpur Road on behalf of Odisha Lift Irrigation Corporation Limited, Bhubaneswar invites percentage Rate bids for Drilling, Installation and Energisation of Lift Irrigation Projects on Turnkey basis from reputed Contractors/Firms with valid PWD License of required class for Civil Works having Truck mounted Mud Rotary Rig for Drilling of TWs including the Erection of 11KV Line, L.T Line & Commissioning of Electrical Substation for power supply to L.I Projects along with installation of Pump Set, Starter and its energisation. The proof of registration from the appropriate authority shall be enclosed along with the Bid under Dharmasala Constituency in Jajpur District.

1.	Numbers of Packages	16 Numbers
2.	Estimated Cost	Rs. 24.69 Lakh to Rs. 27.38 Lakh
3.	Cost of tender paper	Rs. 7080/-as mentioned against each L.I Project through online mode inclusive 18% GST. as mentioned under DTCN
4.	Date & time of publication	Dt. 28.10.26 from 11.00 A.M
5.	Date & time of closing	Dt. 04.11.26 up to 5.00 P.M
6.	Date & time of opening of bid	Dt. 05.11.26 at 11.00 A.M
7.	The bidders have to participate in online bidding only as per Codal provision.	

Further details can be seen from the website www.tendersorissa.gov.in.
Addendum/corrigendum/cancellation of tender if any, can be seen in the said site

16/10/26

Executive Engineer, L.I Division, Jajpur Road

Memo No. 2407 **OLIC, Dated** 16.10.26

16/10/26

Copy submitted to the Deputy Director, I & P.R. (Advt.) and Deputy Secretary to Govt. of Odisha, Bhubaneswar with a request to publish the above tender call notice on or before Dt.21.10.2026 in two leading Oriya Daily News Paper for one day in one edition. Bill in triplicate along with copy of the advertisement publishing the tender call notice may be sent to this office for payment. E- Mail ID- (eeli.jajpurroad@gmail.com)

16/10/26

Executive Engineer, L.I Division, Jajpur Road

16/10/26

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

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OFFICE MEMORANDUM

No. 07764600022025 17941 **/W., Bhubaneswar Dt.** 8.10.26

Sub:- Amendment of Codal & Contractual Provisions.

Earlier, the provisions of threshold negative bid caps of 15% introduced in Appendix-IX, Clause 36 of OPWD Code Vol.-II had been abolished, and the system of incremental Additional Performance Security (APS) was adopted vide Works Department O.M. No.173/W., dated 03.01.2026 in the procurement of Works undertaken by Government of Odisha and its agencies to ensure that the procurement process results in a viable and successful manner.

Subsequently, a clarification vide Works Department O.M. No. 632/W., dated 09.01.2026, and a corrigendum No. 14560/W., dated 11.08.2026, were issued on the subject.

Considering the continuing trend of quoting of abnormally low bids in procurement of Works, Government, after careful consideration, have been pleased to further review the issue of abnormally low bid prices.

Now, therefore, in supersession of Works Department O.M. No.173, dated 03.01.2026, O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026, it has been decided that the Additional Performance Security (APS) shall be obtained from the selected bidder, on an incremental basis, where the accepted bid price is lower than the Cost Put to Tender, in the following manner:

1. The Additional Performance Security (APS) shall be calculated as a percentage of the accepted Bid Price of the selected bidder.
2. For the purpose of determining the APS, the percentage by which the accepted Bid Price is lower than the Cost Put to Tender shall be calculated and rounded off.
3. The rounded-off percentage so determined shall be referred to as the Rounding Off of Percentage Less (ROPL) of accepted Bid Price and shall form the basis for calculation of the APS in accordance with the applicable incremental rate prescribed under this Office Memorandum.
4. Rounding Off of Percentage Less (ROPL) of accepted Bid Price, i.e. the percentage by which the accepted Bid Price is less than the Cost Put to Tender, shall be as follows:

    - Where the decimal fraction is less than 0.50, the percentage shall be rounded off to the next lower whole percentage.

- Where the decimal fraction is 0.50 or above, the percentage shall be rounded off to the next higher whole percentage.
- For avoidance of doubt, 13.25% less shall be reckoned as 13% less, whereas 13.50% less shall be reckoned as 14% less, for the purpose of determining the applicable APS under this Office Memorandum.

5. Calculation of Additional Performance Security:
   - Where the accepted bid price is such that the ROPL is up to (-)10%, no additional performance security is required.
   - where the accepted bid price is such that the ROPL is below (-)10% but not below (-)20%, the additional performance security percentage shall be incremented by 0.2% for every percentage of ROPL below (-)10%; for avoidance of doubt, if ROPL is (-)13%, then APS shall be @ 0.2% x (13-10) = 0.6% of accepted bid price.
   - where the accepted bid price is such that the ROPL is below (-)20% but not below (-)30%, the additional performance security percentage shall be incremented by 0.3% for every percentage of ROPL below (-)20% in addition to 2% of the accepted bid price; for avoidance of doubt, if ROPL is (-)24%, then APS shall be @ 0.3% x (24-20) +2% = 1.2% + 2% = 3.2% of accepted bid price.
   - Where the accepted bid price is such that the ROPL is below (-)30% or more, the additional performance security percentage shall be incremented by 0.5% for every percentage of ROPL below (-)30% in addition to 5% of the accepted bid price; for avoidance of doubt, if ROPL is (-)37%, then APS shall be @ 0.5% x (37-30) + 5% = 3.5% + 5% = 8.5% of accepted bid price.
6. The additional performance security shall be treated as part of the performance security.
7. The provision of additional performance security shall be applicable to all forms of tender except Turnkey Tender.
8. Justification for abnormally low bids shall be scrutinized by the Technical Committee and recommended to the Competent Authority for Acceptance of Tender as per Para 6.3.15 of OPWD Code, Vol-I 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 analysis 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 analysis, 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.

9. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes, in percentage rate tenders) as lowest, 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 DAO will remain present.
10. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the lowest bidder (decimal up to two numbers will be taken for all practical purposes, in percentage rate tenders) after availing 10% price preference as per Para 2 of Works Department Resolution No. 16262 dated 30.10.2018, the tender shall be finalized by the Tender Accepting Authority through a transparent lottery system along with other categories of contractors.
11. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.
12. However, as regards the bidding process in which the tender has been floated before the issue of this Office Memorandum, the APS shall be calculated as per Works Department O.M.No.173 dt 03.01.2026 r/w O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026.
13. In pursuance to, Works Deptt. OM No.2375/W, dt.03/03/2022, Additional Performance Security(APS) shall be refunded immediately on successful completion of the work within seven(07) days of issuance of Completion Certificate/ Provisional Completion Certificate.
14. This has been concurred in by the Finance Department vide OSWAS file No.**FIN-WFI-MISC-0102-2025**.

By order of the Governor

Principal Secretary to Government

Memo No. 17942 /W, dated 8.10.26

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.

8/10/26.

EIC-cum-Special Secretary to Government