GOVERNMENT OF ODISHA
PANCHAYATIRAJ & D.W. DEPARTMENT

OFFICE OF THE PANCHAYAT SAMITI
JAGATSINGHPUR

TENDER DOCUMENT

BLOCK DEVELOPMENT OFFICER,
JAGATSINGHPUR

BID DOCUMENTS

NAME OF WORK : MENTION THE WORK AS NOTICE COL-2

e-Procurement Notice No. : *BDO-JSPUR-PS-02 of 2026-27*

The document contains…….. Sheets

Sd/-
Block Development Officer,
Jagatsinghpur

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SECTION – 1

DETAILED TENDER CALL NOTICE

GOVERNMENT OF ODISHA
PANCHAYATIRAJ & D.W. DEPARTMENT

OFFICE OF THE PANCHAYAT SAMITI, JAGATSINGHPUR

e-mail ID- ori-jagatsinghpur@od.gov.in

INVITTION OF BIDS (IFB)

e-Procurement Notice No.BDO-JSPUR-PS-02 of 2026-27

1. The Block Development Officer, O/o the Panchayat Samiti, Jagatsinghpur on behalf of the Governor of Odisha invites On-line Percentage rate tenders through e-procurement for execution of works. The bid should be submitted by eligible class of contractors through On-line in the Govt. website **www.tenderodisha.gov.in**. The bidders should have necessary portal enrolment (with own digital signature certificate).The registered bidders outside of Odisha State can also participate in this On-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month of acceptance of bid.

Sl. No.	Name of Work	Tender Amount (Rs. in Lakhs) (Approx.)	EMD (Online payment) (In Rs.)	Cost of Tender Paper (Online payment) (In Rs.)	Class of Contractor	Period of Completion
1	**2**	**3**	**4**	**5**	**6**	**7**
1	Construction of Additional Class Room at Punanga Primary School of Punanga G.P. under Jagatsinghpur Block	15.30	15,400/-	6,000/-	"D" & "C"	06 (six) Calendar Months
2	Construction of Additional Class Room at Makundapur Upper Primary School of Ward No.20 under Jagatsinghpur Block	15.42	15,500/-	6,000/-	"D" & "C"	
3	Construction of Additional Class Room at Patenigaon Upper Primary School of Taradapada G.P. under Jagatsinghpur Block	15.42	15,500/-	6,000/-	"D" & "C"	
4	Construction of Additional Class Room at Benubaba High School at Savamul of Jagatsinghpur Block	16.63	16,700/-	6,000/-	"D" & "C"	
5	Construction of integrated Math with Science Lab at A.B. High School, Palasola of Jagatsinghpur Block	19.31	19,400/-	6,000/-	"D" & "C"	
6	Construction of integrated Math with Science Lab at B.N. High School, Mudupur of Jagatsinghpur Block	19.31	19,400/-	6,000/-	"D" & "C"	
7	Construction of integrated Math with Science Lab at Harmohan High School, Baijanga of Jagatsinghpur Block	19.31	19,400/-	6,000/-	"D" & "C"	
8	Construction of integrated Math with Science Lab at S.K. Academy, Jagatsinghpur of Jagatsinghpur Block	19.31	19,400/-	6,000/-	"D" & "C"	
9	Construction of integrated Math with Science Lab at Tartanga High School of Jagatsinghpur Block	19.40	19,500/-	6,000/-	"D" & "C"	

Procurement Officer	Bid Identification No.	Availability of Tender		Last date & time for seeking tender clarification	Date & Time of opening of BID	Place of opening of Bid
		From	To			
BLOCK DEVELOPMENT OFFICER, JAGATSINGHPUR	BDO-JSPUR-PS-02 / 2026-27	**29.10.2026** at 10.00 Hours	**10.11.2026** at 17.30 Hours	**09.11.2026** upto 1.00 P.M during office hours on working days	**11.11.2026** upto 11.00 AM during office hours	O/o the Panchayat Samti Jagatsinghpur

CONTRACTOR

BLOCK DEVELOPMENT OFFICER, JAGATSINGHPUR

2. Bid document consisting of information, plans, specification and Bill of quantities of the works are available in web-site **www.tendersodisha.gov.** in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of submission of Bid.

3. The bidder shall submit the required Earnest money deposit (EMD) col. 04 of the work list table and cost of bid document as mentioned in Col 05 of the said table, as part of its bid vide works Department OM No OM No. 3785/W Dated 09.05.2017 and 6785/W Dated 09.05.2017 through online process as mentioned in DTCN.

4. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering department of the State Government is allowed to work as a contractor after a period of two years of retirement from Government service, without Government permission.

5. Exemption of EMD to the Engineer Contractor will be allowed for a maximum of three (3) works in a financial year and the fact of awarding a work with exemption of EMD should be entered in the original registration certificate of the Engineer contractor. Engineer Contractor desirous to avail the exemption of EMD is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

6. Additional performance security (APS) shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount as per table below. Additional Performance Security (APS) has to be furnished in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Block Development Officer, Jagatsinghpur from any Nationalized / Scheduled bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA), otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for black listing shall be initiated against bidderas per Amendment to para 3.5.5 (v) of OPWD Code, Volume-I

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under :

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.14560NV., 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 acceptedDidprice 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 coda)/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-WF1- MISC-0102-2025.**

7. Bid validity period of the Tender is for a period of 90 days from the last date of submission of Bid. Conditional bid is subject to forfeiture of EMD. If any bidder withdraws his Bid/Tender before the said period or makes any modification in the terms and condition of the bid, the E.M.D. deposited at the time of submission of tender / bid shall stand forfeited.

8. Engineer contractor desiring to avail the exemption of EMD is required to submit an affidavit to this effect that he/she has not yet availed the facility for more than two works during the current calendar year. The bidders have to furnish the original Affidavit and Registration Certificate to the under signed as and when required for verification of the Tender. The successful bidder have to submit the original Affidavit and Registration Certificate to the undersigned before drawal of the Agreement.

9. The bidder should upload all the documents as per clauses of DTCN in the pdf format. Non submission of Affidavit and No Relation Certificate as per annexure-A&B is liable for rejection of the Tender.
10. The bidder shall pay / transfer the required EMD / Bid Security by online as mentioned in the Tender details through payment gateway of designated banks and in no other form. A bidder shall make electronic payment using his / her Internet Banking enabled account with designated banks or their aggregator banks. A bidder having account in other banks can make payment using NEFT / RTGS facility of designated banks (SBI/ICICI Bank/HDFC Bank) and their Aggregator Banks as per Work Department Office Memorandum No.173/W Dated 03.01.2026 & Office Memorandum No.632 dated 09.01.2026 as mentioned in DTCN. The bidder should ensure that EMD / Bid Security is paid through payment gateway online mode only.
11. Signing of Bid:- The on-line bidder shall digitally sign on all statements, documents, certificates up loaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his/her EMD / Bid security shall stand forfeited and his/her registration in the portal shall be blocked and the bidder is liable to be blacklisted. Authority reserves the right to reject any or all the tenders without assigning any reason thereof. No tenderer can demand the cause of rejection of his/her offer.
12. Authority will not be held responsible for system failure, malfunction of internet or traffic jam. Bidders are advised to submit their bids well in advance within the stipulated period.
13. The contractor will write percentage Excess or less upto two decimal point only if he writes the percentage excess or less up to more than two decimal point, the two decimal point shall only be considered without rounding up.
14. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers as per works Department letter No. 4985/WE dated 28.03.2007.
15. **The bidders shall go through these eligibility criteria before online bidding such as valid Registration Certificate, PAN & GSTIN Certificate and all these entries should be very clear and legible manner free from any ambiguity. Any deviation shall liable to rejection of bid**.
16. The Schedule Caste / Schedule Tribe / Physically handicapped Contractors desiring to avail the facility of price preference or exemption of EMD is required to submit an Affidavit to this effect. The bidders have to furnish the original Affidavit and R.C. to the under signed as and when required for verification of the Tender. The successful bidder have to submit the original Affidavit to the undersigned before drawal of the Agreement.
17. The Single Tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received even after re-tendering should have prior approval of the next higher authority.
18. The contractors are required to pay the Royalty, DMF, EMF & additional charges of minor minerals as fixed by the Govt. and amended if any from time to time
19. Authority reserves the right to reject any or all of the tenders without assigning any reasons thereof. No tenderer can demand the cause of rejection of his / her offer.
20. Other details & conditions can be seen in the bidding documents, which are available in Govt. website www.tendersodisha.gov.in.
21. All the Corrigendum / Notices or any other information if any will only be uploaded in the above tender Website.

SD/-
BLOCK DEVELOPMENT OFFICER,
JAGATSINGHPUR

GOVERNMENT OF ODISHA
PANCHAYATIRAJ & D.W. DEPARTMENT

OFFICE OF THE PANCHAYAT SAMITI
JAGATSINGHPUR

DETAILED TENDER CALL NOTICE

1. The **Block Development Officer, Jagatsinghpur** invites on-line **percentage rate** tender in the prescribed form to be eventually drawn in P.W.D. form No. **P1** from **"D" & "C"** Class Contractor Registered with the State Govt. of Odisha or from contractors of equivalent grade / class registered with other State Govt. / Central Govt. / M.E.S. / Railways or other Govt. undertakings. All the contractors are to be registered in the State portal and must posses compatible digital signature certificate of Class-II and III for online bidding. The website for online bidding is http://tendersodisha.gov.in
2. The tender documents may be downloaded from the Govt. website from dated **29.10.2026 at 10.00 A.M to 10.11.2026 up to 5.30 P.M** for the work **(Mention the work as Notice Col-2).** The bidder for participation in on-line bidding will have to pay **Rs.6,000.00 (Rupees six thousand)** (Non-refundable) only **on-line** for each set towards cost of bid document**.** The bid will be **opened on 11.11.2026 at 11.00 A.M** in the office of the **Block Development Officer, Jagatsinghpur** in presence of the tenderer or their authorized agents. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.
3. The approx. value of the work tendered for **(Mention the tender value as Notice Col-3)**
4. The bidders shall prepare the documents and upload the scanned typed document in PDF format (or as specified in the portal) in appropriate place. Tender must be submitted in on-line only
5. No tenderer will be permitted to furnish their tender in their own manuscript.
6. (a) Bid Security / EMD @ 1% of the amount put to tender i.e. **(Mention EMD as Notice Col-4)** must be accompanied with tender. The bidder shall pay / transfer the required EMD / Bid Security by online as mentioned in the Tender details through payment gateway of designated banks and in no other form. A bidder shall make electronic payment using his / her Internet Banking enabled account with designated banks or their aggregator banks. A bidder having account in other banks can make payment using NEFT / RTGS facility of designated banks. The bidder should ensure that EMD / Bid Security is paid through payment gateway online mode only.

(b) Adjustment of earnest money given with other tenders previously and submitted with other tenders shall not to be entertained.

7. For submission bids through e-Procurement Portal, the bidder shall scan all the written pages of contractor's license (R.C), PAN Card, GSTIN Certificate, Affidavit regarding authentication of documents and No Relation Certificate etc. and upload to the system in designated place. The bidder shall have to furnish the original document to the Block Development Officer, Jagatsinghpur as and when required for verification of tender. The original affidavit should be retained by the bidder with him. The successful bidder shall have to submit the original affidavit to the Block Development Officer before the drawal of agreement.

8. **Providing facilities to the Engineer contractor**

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

   ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.

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

   iv) **Engineer contractor desirous** to avail the exemption of EMD is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year. The name of work for which and the authority to whom the tenders have been submitted, must be mentioned in the affidavit, failing which the tender will be rejected.

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

10. **The bidders should have been registered in the CDMS portal of Odisha Government. Else their bids will not be considered & rejected as per Works Department Letter No. 9100 dated 17.07.2020.**

11. The Plans, specifications and scope for the work can be seen in the office of the **Block Development Officer, Jagatsinghpur** during any working day.

12. The tenderers shall carefully study the tentative drawing and specification applicable to the contract and documents which will form as part of the agreement to be entered into by the accepted tenderer & detailed standard specifications for Odisha and other relevant specification and drawings are available with the tender document or with the Block Development Officer, Jagatsinghpur.

Complain at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.

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

    The tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, leads, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Concerned Department of the work and his authorized subordinates. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item (s) of work.
15. Each tenderer must quote a definite percentage rate over the estimated cost of work and be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered.
16. If any further necessary information is required the bidder can seek clarification on the bids within 5 days from the start of sale of bid document. The employer response for the queries raised by the bidder will be posted in the portal.
17. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.
18. The bidder shall upload the documents in the designated locations of technical bid (Cover-I) and Financial bid (Cover-II). The 1st cover i.e. Cover-I (Technical bid) should contain Contractor's R.C, E.M.D, GSTIN, PAN, Affidavit, undertaking declaring no relationship with Department officials & any other documents as per SBD/DTCN in PDF format. Non submission of the same the tender will not be considered and will be rejected. Similarly, the 2nd cover i.e. Cover-II (Financial bid) should contain bill of quantities (BOQ) (in xls format). Submission of bid documents shall be effected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only

after satisfying that all the documents have been uploaded he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. Clarity of the document may be ensured by taking out a sample printing.

19. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender tender papers as per works Department letter No. 4985/WE dated 28.03.2007.
20. The tender is to be submitted in Packet containing Scanned copy of EMD, Tender paper cost, Registration certificate, PAN card, valid GSTIN certificate, affidavit regarding authenticity of document & No-relationship certificate as per the relevant clauses of this DTCN and special conditions if any. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.

    The tenderer are only required to write the name of the work and authority who had issued the tenders.
21. If any further necessary information is required the bidder can seek clarification on the bids within 7 days from the start of sale of bid document. The employer response for the queries raised by the bidder will be posted in the portal.
22. The Bid security in the above form shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.
23. The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
24. Bidders desirous to hire machineries or equipments from outside the State are required to furnish 2% (Two percent) of the amount put to tender as bid security. Tender not accompanied with bid security and security for hired machineries as specified above shall be liable for rejection.
25. All charges towards quality control test will be borne by the contractor.
26. All tenders received will remain valid for **90 (Ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
27. Tenderer, whose Tender is accepted must submit a work programme of work immediately after issue of work order for approval of Concerned Department.

28. The date of commencement of the work shall be as notified in work order.
29. Each tender must quote a definite **percentage** rate over the estimated cost of work which will be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered. Submission of Bids through the E-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall fill percentage rates in figures and words should not leave any cell blank.
30. Rates should be furnished percentage rate of work unless otherwise mentioned in the tender schedule.
31. The bidder shall write his name in the space provide in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
32. The percentage rate should be written in figures in decimal coinage and the units in words. The tender should also show the grand total of the whole tender.
33. Submission of Bids through the E-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Bid. Submission of document shall be effected by using DSC of appropriate class and thus shall be in encrypted form.
34. The online bidder shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000, If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
35. The tender may not, at the discretion of the competent authority, be considered unless accompanied by scanned attested true copies of Registration Certificate, PAN card, GSTIN & No. Relationship Certificate, Affidavit regarding authenticity of documents. The original certificates are also to be produced at the time of opening of the tender.

    Copies of **Registration Certificate, PAN CARD & GSTIN Certificate, NRC and Affidavit** given with other tender previously or with other tender on the same day will not be taken in to consideration.
36. The tender containing extraneous condition not covered by the tender call notice are liable for rejection and quotations should be strictly in accordance with the tender call notice, any change in the wording will not be accepted.

76 Submission of Bids through the E-Procurement Portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or

malfunction of internet or traffic jam. If the bidder fails to submit his modified bids with in the designated time of receipt, the bids already in the system shall be taken for evaluation.

Submission of Bids through the E-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

38. Items of work 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 rates will be paid, on actual analysis approved by the competent authorities.

39. After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under :

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.14560NV., 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:

5. The Additional Performance Security (APS) shall be calculated as a percentage of the accepted Bid Price of the selected bidder.
6. 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.
7. 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.
8. 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:

o Where the accepted Did 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.

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

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

11. 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.

15. 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.

16. 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.
17. Accordingly, the relevant existing coda)/contractual provision stands modified with effect from the date of issue of this O.M.
18. 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.
19. 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.
20. This has been concurred in by the Finance Department vide OSWAS file No.**FIN-WF1- MISC-0102-2025.**

40. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
41. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
42. On no account, the contract work should be sublet to any body without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.
43. 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.
44. All taxes, fees, royalties payable under the local rule including GSTIN, Income taxes Octroi tax. Entry tax etc. will be borne by the contractor.
45. The earnest money will be retained in the case of successful tender and will be dealt with as per the terms and conditions of the O.P.W.D code and will not carry any interest. The earnest money of the unsuccessful tender will be refunded on application after the tender is finally accepted.

46. The work may be splitted up and distributed among several contractors if considered necessary on the emergency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
47. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
48. The tender inviting officer is not responsible for any failure, malfunction of breakdown of the electronic system used during the e-procurement process.
49. That for the purpose of jurisdiction in the event of any dispute if any the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place out side the state of Odisha.
50. The tenderer whose tender is selected for acceptance and who has no fixed deposit with the Govt of Odisha, shall within a period of seven days upon intimation being given to him of acceptance of his tender make an initial security deposit in the form of NSC / Postal time Deposit Pass Book/ Kissan Vikas Patra / Postal Savings / Deposit receipt of any schedule Bank duly pledge in favour of The Block Development Officer, Jagatsinghpur and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign agreement in the P.W.D. Form No. P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Block Development Officer, Jagatsinghpur or as directed. Submission of Bids through the E-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail

    The security will be refunded after one year on completion of the work in all respect provided the final bill is passed and will not carry any interest. Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carryout the defective work shall be met from his dues available with Department. (Ref. works Deptt order No. 17823/WE dt. 11.10.2006. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender.
51. Under section 12 of contract labour (Regulation and Abolition Act. 1970) the contractor who undertakes execution of work through labour, should produce valid licence from licencing authority of labour department (Labour licence) before commencement of the work.
52. 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.

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

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

55. The contractor will have to submit the Block Development Officer, Jagatsinghpur monthly return of labourer both skilled and unskilled employed by him on the work.

56. The contractor should keep himself in touch with the Panchayat Raj Deptt. 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.

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

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

59. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of works Housing and supply in their standing order no.44150 dt.25.1.1957. which can be seen in the office of the Block Development Officer, Jagatsinghpur undersigned on working day, during office hours.

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

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

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

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

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

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

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

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

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

61. In case of delay in acquisition of land handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.

62 The department will have the right to supply at any time in the interest of the work any departmental material to be used in the work in addition to those mentioned in clauseNo-48 and the contractor shall use such materials at the stock issue rate fixed by the Department or market rate whichever is higher.

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

64. (a) The percentage rate quoted by the contractor shall be deemed to be excluding of GST on all the materials that he will have to purchase for performance of this contract.

(b) GST as applicable will be paid to the contractor after receipt of invoice from the contractor.

(c) TDS on GST on works contract will be deducted as applicable from time to time the Gross amount of the bill payable. A certificate in form GSTR-7A shall be furnished to the contractor within five days after monthly deduction.

(d) 1% (One percent) of the gross amount of the bill will be deducted from the contractor bill towards cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.

65. 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.

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

67. Sample of stone, metal, chips, sand, cement, moorum etc to be used are to be deposited noting the quarry under dated initial of the tenderer in the Office of the Concerned **Asst. Executive Engineer / Junior Engineer / Sr. Technical Consultancy** before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.

68. 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.

69. <u>No Relation Certificate</u>

The contractor shall have to furnish certificate along with the tender to the effect that he is not related to any officer in the rank to an Asst. Engineer and above in the state P. W.D., or Asst. Secy. and above in the W.R. Department. If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss of damage resulting from such cancellation. The proforma for No Relation Certificate is contained in a separate sheet of DTCN in ANNX-'B'

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

71. After the work is finished all surplus materials and debris's should be removed from 100 Mtr. clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises shall be made neat and clean and this is inclusive of the rates quoted by him.

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

73. The contractor should arrange necessary tools and plants such as Pumps, Excavator, Trucks, compressors, Tippers, batching plants, Concrete Mixer, steel shutter plates etc. required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.

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

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

76. Conditional tenders will not be taken into consideration.

77. The EMD will be forfeited if the tenderer backs out from offer before acceptance of tender by the competent authority as concurred in by law Deptt. & Finance Deptt. in their UOR No.

848/L 31.5.97 & UOR No.202/WFD Dt.6.3.98 respectively. (Works Deptt. Memo No. 9101/Clt.30.3.98) also the EMD will be forfeited if the tenderer failed to sign the agreement after acceptance and not willing to deposit the required ISD and additional performance security for the unbalance tender amount within 7(seven) days. Further proceeding for blacklisting shall be initiated against the bidder.

78. Protection against flood / Mansoon damage:

The contractor shall make his own arrangement at his cost to shift the machineries, equipment's, materials, labourer and departmental machineries if hired by the contractor to a safe place prior to flood. The work shall have to be resumed after the flood come to normal. No extension of time for the completion of the work may be considered by the Department if the discontinuance of the work is beyond the reasonable attempts of the contractor to such eventualities.

79. The debris, and other materials accumulated in the working area during floods or regular floods in the monsoon shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid for again. The contractor will have to re excavate the same at his own cost.

80. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made against damages either during working season or during the flood season. The flood includes the high tides, cyclonic effects and saline ingress which should be clearly understood by the contractor and no extra payment for the damage, re-excavation etc. shall be paid in any circumstance. The department accepts no liability what-so-ever for any damage or loss of men, materials, machinery and work of hindrance caused to the progress of work.

81 The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handling over of the entire work.

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

83. Required % of the gross amount of the bill will be deducted from the contractors bill towards income tax & as amended from time to time.

84. The contractors are required to pay the Royalty as fixed by he Govt. and amended if any from time to time.

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

86. **Miscellaneous** :

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

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

87 Tenderers are also required to go through each clause of P.W.D. form P1 carefully in addition to the clause mentioned herein before tendering.

88. **An affidavit** shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents including bid security. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the bid. The affidavit in original is to be produced before the officer inviting tender prior to opening of the bid.

89. All the forms and Annexure 'A to 'B' attached to section 2 of this DTCN must be filled in properly alongwith the authenticated documentary evidence required therein, failing which the bid shall be treated as 'Non-responsive' and be rejected.

90. **Definitions**

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

a) Approved / Approval – Means approved in writing.

b) Construction Plant – Means all equipments, appliances or a thing of whatsoever nature required for the execution, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.

c) Contract – means the instruction and information for tenderers General and Special conditions of the contract, Technical Specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.

d) Contractor – means the particular person, firm or corporation with whom the contract has been made for executing the work.

e) Drawing – Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Block Development Officer, Jagatsinghpur and such other drawings as may from time to time be furnished or approved in writing by the Concerned Department.

f) Concerned Department – Means the Block Development Officer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or

sub-ordinates to whom the Block Development Officer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.

g) Government – Means Government of Odisha, Department of Panchayati Raj & W.D

h) I.S.S. / B.I.S.– Means Indian Standard Specifications / Bureau of Indian Standard.

i) Temporary Works – Means all temporary works of every kind required for the performance of the contract.

j) Specification-Whenever the term “Specification” is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

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

92. **Engineer contractor** desirous to avail the exemption of EMD is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year. The name of work for which and the authority to whom the tenders have been submitted, must be mentioned in the affidavit & he should produce his original registration certificate at the time of opening of tender failing which the tender will be rejected.

93. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

94. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority as per Works Department Memorandum No.16 dated 01.01.2015. (Attached for Section-7, Govt. Circular)

95. **The scheduled Caste / Scheduled Tribe** / Contractors desirous to avail the facility of preference as per Govt. rule should enclose the copy of their registration certificate stating the fact of caste by their registration authority with the bid, failing which they will not get price preference as per above rule.

- The concessions / facilities for 10% Purchase Preference shall be allowed only to the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe having Registration Certificate up to "B" Class. (As per Works Department office Resolution No.16262/W dated 30.10.2018).
- The Security Deposit (Earnest Money, Initial Security and Performance Security) at half the usual rate may be deposited / realized by / from the Scheduled Caste or Scheduled Tribe Contractors coming under the Categories **up to "B" Class only** as against the prescribed percentage under Rule-13 of Appendix-VIM (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II. (As per Works Department office Resolution No.16262/W dated 30.10.2018).

96. Tender will be accepted if registered under CDMS portal only as per codal provision. Register if any other manner will be cancelled vide Works Department Letter No.9100 dated17.07.2020.

SECTION – 2
INFORMATION AND INSTRUCTION TO TENDERERS

SECTION-2

1. Preparation of Tender Documents

The intending tenderer shall log in to the e-procurement portal identified as http://tendersodisha.gov.in and download the 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 informations and fill-up the **percentage rate tender** in figures on the intelligent MS Excel sheet. The bidder is to scan his registration certificate, GSTIN, PAN Card, Affidavit, No relation certificate and certificate issued by competent authorities required for full-filling the minimum qualification criteria specified in the bid document for the work. The bidder is also required to scan the RC books and other papers relating to the machineries and other documents as specified in the bid document.

2. Method of submission of Tender Documents

2.1 The tenderer shall upload the scanned copy / copies of the documents and informations as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the bid except the filled up intelligent excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of price bid. The bidder is required to upload the required documents in appropriate location of bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required informations as per bid document instead of submitting the entire 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's required as per bid documents may be provided in the specified format annexed to the bid document.

2.3 Contractors are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenderers. The tender shall not be taken into consideration and item of which no rate has been entered will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill Quantities.

2.4 If the intending tenderer is an individual, the documents shall be signed by the individual above his full type written name and current address.

2.5 If the intending tender is a proprietary firm it shall be signed by the proprietor above his full name and with his current address.

2.6 If the intending tenderer is a firm in partnership it shall be signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the pre-qualification documents.

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

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

2.9 As the period of execution is **06 (six) months** so there is no provision of payment of escalation. As such the increased cost on cement, rod & bitumen will not be considered.

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

2.11 The tender documents duly filled in and signed by the intending tenderer should be submitted in on-line through prescribed website only.

3. **Opening of Tender Documents.**

The tender documents **will be opened on dated 11.11.07.2026 at 11.00 A.M** in the office of the **Panchayat Samiti, Jagatsinghpur** in the presence of tenderers or their authorized representative, who wish to be present.

4. **The bidder must upload the valid R.C, GSTIN, PAN, Affidavit, undertaking regarding No Relationship Certificate which are mandatory**.

(b) A class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineer personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in-Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the contractor. The names of authority along with the tender as to who would be supervising the work. Each bill of the Super class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.1991). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B

c. Sub-contractors experience and resources shall not be taken in to account in determining the bidder's compliance with the qualifying criteria.

5. **Final Decision making authority**

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

6. **Further Clarification**

The **Block Development Officer, Jagatsinghpur** and concerned **Assistant Executive Engineer / Asst. Engineer / Technical Consultant** and may be contacted during office hours on any working days for any further clarification.

7. Odisha Bridge & Construction Corporation Ltd. will be allowed price preference upto 3% over the lowest quotation or tender laid down in Works & Transport Department Resolution No.-285, dtd. 17.04.1974. The Odisha Construction Corporation will be allowed a price preference to the extent up to 3% over the lowest tender amount (where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
8. **Sample of all material:** The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance at his own cost as may be requiring by the concerned Block Development Officer.
9. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earth quake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
10. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an site order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the PWD Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The site order book shall be the property of the PWD and shall not be removed from the site of work without written permission of the Block Development Officer and to be submitted to the Pancyayat Department every month.

ANNEXURE –A

(AFFIDAVIT)

(To be submitted in original in legal stamp paper)

I, SRI……AGED……..YEAR,

Son/ Daughter/ Wife of Sri…….…….. at present residing

At……. P.O……..……..P.S……..Dist……..……..

Pin……. do here by solemnly affirm as follows.

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

I am submitting tenders before the Block Development Officer At / Po / PS : Jagatsinghpur, Dist:- Jagatsinghpur-754103, Odisha for execution of work *** **"……..."** in response to ***Notice No.BDO-JSPUR-PS-02 of 2026-27.*** I am the authorized signatory on behalf of contractor for the tender for the work mentioned above.

I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the Block Development Officer, Jagatsinghpur including E.M.D are all authentic and bonafied documents in the eyes of the law of the land.

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

Signature of Contractor /
Authorized Signatory

Note :

*Mention the license issuing authority.

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

*** Mention the name of the work as per Notice

ANNEXURE-B

NO RELATION CERTIFICATE

Certified that I / We am / are not related to any officer of Panchayatiraj & D.W Department of the rank of Assistant Engineer and above or any officer of the rank of Assistant Secretary above.

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

CONTRACTOR

List of Relatives of the tender serving in Panchayatiraj & D.W. Department

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

1.
2.
3.
4.
5.

CONTRACTOR

SECTION – 3
GENERAL RULES & DIRECTIONS

ODISHAPUBLIC WORKS DEPARTMENT
(Form–PI)
ITEM RATE TENDERAND CONTRACT FOR WORKS
(*General Rules and Directions for the guidance of Contractors)*

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

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

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by the person holding a power of attorney authorizing him to do so. 3. Receipts for payments made on account of work, when executed by a firm must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of one of the partner or by some other person having authority to give effectual receipts for the firm.

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

5. The amount of earnest money to be deposited will be one percent (1%) of the tender amount.

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of work. Incomplete tender are tenders which propose any alteration in the work specified in the said form of invitation to tender or which contain any other conditions of any sort, or omit to note the time

within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wise to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written out-side envelop. Cash deposits for earnest money herein before mentioned shall be made in Government Treasuries and the challan thereof should be enclosed with the tender

7. The Block Development Officer or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith be returned to the tenderer with a pay order for the amount of the earnest money.
8. The Block Development Officer, Jagatsinghpur shall have the right of rejecting all or any of the tenders.
9. In the event of a tender of being selected for acceptance, the Block Development Officer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign, copies of the specification and other documents mentioned in rules1and4for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Block Development Officer may reject the tender. If the Block Development Officer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommend for acceptance. Such tender shall thereupon sign forth with copies of the specification and other documents mentioned in rule 1 and 4 and shall deposit the required amount of security money within the prescribed time. The tender with the specification and other documents signed by a tenderer will when be forwarded for acceptance to the Block Development Officer who is competent to accept the same. If the said Block Development Officer rejects the tender the security money deposited shall be refunded to the Contractor.
10. When a tender is rejected for acceptance the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to Block Development Officer Government securities may be endorsed to the Block Development Officer in lieu of a cash deposit of the required amount of the security

money. No tender shall be finally accepted until the required amount of the security money has been deposited.

11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10% of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half to this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under Clause-7 of the conditions of contract for work done under the contract.
12. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Block Development Officer shall scrutinize all pages of the form of Percentage Rate Tender and Contract for works to see that the form has been properly filled up and signed the contractor and the signature witnessed. He shall then, if he is competent shall send the form of signature of the acceptance to the officer competent to accept it.

TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the under written memorandum at the rates specified therein a period of **06 (six) calendar months** from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rule. I here of and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

a) If several sub-works are included they should be detailed in a separate sheet.	(a) Name of Work	:	**(Mention the work as Notice Col-2)**
	(c) Amount put to tender	:	**As per BOQ**
	(e) Agreement Amount	:	**Rs.**
	(g) E.M.D	:	**Mention notice as Col-4**
d) This deposited as per WD OM No.173/W Dated 03.01.2026 & OM No.632 1W. Dt. 09.01.2026.	(h) i) Additional Performance Security deposit.	:	Rs.
	ii) Initial Security Deposited	:	Rs.
e) This percentage from bills will be credited to the contractor's security	(i) Percentage to be deducted from the work bill of contractor (The recovery for Royalty of materials is provisional. This is subject to change as per guidelines of Govt. issued from time to time.)	:	SD @ 3% or @ 5% (As admissible) Labour Cess @ 1% I.T. = @ 1% or @ 1.5% (As admissible) CGST & SGST (As admissible) **The contractors are required to pay the Royalty, DMF, EMF & additional charges of minor minerals as fixed by the Govt. and amended if any from time to time**
	(j) Time required for the work from date of commencement as per work order	:	Six Calendar Month
	(k) Date of written order to commencement	:	
	(l) Stipulated date of completion of the work	:	
	(m) Total number of items tendered	:	Mention as BOQ

Nature of contractor before submission of tender	Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and provision of the said condition of contract annexed here to so far as applicable, or in defaults thereof to forfeit and pay to the Governor of Odisha or his successors in office, the sum of money mentioned in the said conditions.
	Dated the ……..Day of ……..2026
Signature of witness to one tender's signature	Witness : Address: **CONTRACTOR**
Signature of Officer by whom accepted	The above tender is hereby accepted by me on behalf of the Government of Odisha.
	Dated the ……..Day of ……..2026

BLOCK DEVELOPMENT OFFICER,
JAGATSINGHPUR

Agreement No……P1 Certified that this agreement contains …….Pages only

(Schedule XLV-Form No.-61)

BLOCK DEVELOPMENT OFFICER,
JAGATSINGHPUR

SECTION – 4
CONDITION OF CONTRACT

CONDITIONS OF CONTRACT

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

Compensation for delay

Clause 2(a): The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to $^1/_2$ percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday that the work remains uncommenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Block Development Officer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Block Development Officer or his authorise agents, are fully complied with by the contractor to the Block Development Officer's satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed, and three fourth of work before three fourths as such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

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

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

Action when whole security deposit is forfeited

i) To rescind the contract (of which rescission notice in the writing to the contractor under the hands of the Block Development Officer 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 the cost and price certificate of the

Block Development Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract, the certificate of the Block Development Officer as to the value of work done shall be final and conclusive against the contractor.

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

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

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

Clause-3: In any case in which any of the powers conferred upon the Block Development Officer by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions in the event any further here of and such powers shall not with standing be exercisable in the event of any future case default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected, in the event of the Block Development Officer putting in force the powers vested in him under the preceding clause may be, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Block Development Officer whose certificate thereof shall be final, otherwise the Block Development Officer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorised

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

agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Block Development Officer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Block Development Officer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Extension time

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

Final Certificate

Sub-Clause to Clause - 5: If in the opinion of the Concerned Department which shall be final and binding on the contractor occupation or utilisation of a portion of the, completed in no way interferes with the progress of a rest of the work the same may be occupied or utilised by or on behalf of the Government under the written order of the Concerned Department. This will not impede the right of the Concerned Department to get the defects if any rectified by the contractor at his (Contractors) own cost within 6 months from the date of completion of the whole work provided that the contractor will not be allowed any connection either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause - 6: A bill shall be submitted by the contractor each month on or before the date fixed by the Concerned Department for all works executed in the previous month and the Concerned Department or his subordinate shall take the requisite measurement for the purpose having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Concerned Department 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 Concerned Department or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

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

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected , or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Concerned Department under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise , or in any other way vary or affect the contract.

Clause - 7: The final bill shall be prepared by the officers of the Public Works Department 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: DELETED

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

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

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

Clause-10: The Concerned Department shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which

Alteration in specification and designs

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

Extension of time in consequence of alterations

Extension of time in consequence of alterations.

Do not invalidate contractors

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

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

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Concerned Department for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rates as shall be fixed by the Panchayat Raj & DW Deptt. In the event of a dispute, the decision of the Block Development Officer, Jagatsinghpur will be final.

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

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

Clause-12: If it shall appear to the Concerned Department or his sub-ordinate-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 the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the Concerned Department specifying the work, materials or articles complained of not with standing that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Concerned Department in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Concerned Department may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Action and compensation payable in case of the work.

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

Work to be open for inspection.

Contractor or responsible Agents to be present.

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

Notice to be given before work is covered up.

Clause-15: If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work of any part of it is being executed or if any damages shall happen to the work while in progress, from any cause whatever or any imperfection became apparent in it within twelve months from the date of final certificate of its completion shall have been given by the Concerned Department, as aforesaid the contractor shall make the same to be made good by other workmen and deduct the expenses (of which the certificate of the Concerned Department 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 of and the contractor shall be liable to pay any part of the expenses not so recovered by the Concerned Department.

Contractor liable for damage done and for imperfection for 3 months after certificate

Clause -16 : The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Panchayat Raj D.W Deptt. stores), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not to which may be necessary for the purpose of satisfying or complying with the requirement of the Concerned Department as to any matter as to which under this conditions be is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Concerned Department at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent or the contractor be paid to compromise any claim by any such person.

Contractor to supply plant, Ladders, Scaffolding etc.

And is liable for damages arising from non provisions of lights fencing etc.

Clause -17 : No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

Explanation - Fair wages means wages whether for time of piece work prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act. 19-18 wages at such higher rates would constitute Fair Wages.

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

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

Clause-18: The contractor shall not be assigned or sublet without the written approval of the Block Development Officer. And if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt so to do or if any bride, gratuity, gift, loan, perquisite reward, or advance, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or persons in the employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Block Development Officer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure a if he contract had been rescinded under the clause 3 hereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

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

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

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

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

In case of failure to notify the change in the constitution within fifteen days the Concerned Department may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Changes in constitution of firm.

Clause-21: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Block Development Officer, Jagatsinghpur for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause-22: DELETED.

Clause-23: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment In respect of the Items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Concerned Department capable of measurement, the Concerned Department may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Concerned Department shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Lump sums in estimates

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

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

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

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

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

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

Clause-30(a): The contractor shall bear all taxes including sales tax, Income tax, royalty, fair-weather charges and tollage, where necessary.

Clause – 31 Attached.

GOVERNMENT OF ODISHA
WORKS DEPARTMENT
****

OFFICE MEMORANDUM

File No. -07556900242019- 15847 /W. dt. 19-11-19

Sub:- Codal / contractual provisions regarding Price Adjustment in works contract.

Codal / contractual provisions regarding Price Adjustment in works contract was under active consideration of Government. After careful consideration, Government have been pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of labour, materials, fuels & lubricants and plant & machineries spare component to be incorporated in DTCN / condition of Contract as per Annexure-"A".

1- This Office Memorandum shall be a part of the relevant clauses of DTCN and Agreement and shall take effect from the date of issue.
2- This has been concurred in by Finance Department vide their File No. FIN-WF1-MISC-0031-2019 (OSWAS) dt.23.10.2019 and Law Department vide their UOR No.2218/L dt.29.10.2019.

18/11

Commissioner - cum- Secretary to Government

Memo No. 15848 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to Principal Secretary to Hon'ble Chief Minister, Odisha for information and necessary action.

18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15849 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to P. S. to Hon'ble Minister, Works, Odisha / P. S. to Hon'ble Minister, Finance, Odisha for information and necessary action.

18.11.19

FA - cum- Addl. Secretary to Government

(P.T.O)

Memo No. 15850 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Department for information and necessary action.

18.11.19

FA - cum- Addl. Secretary to Government

Memo No. 15851 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15852 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar / Chief Architect, Odisha, Bhubaneswar for information and necessary action.

18.11.19

FA - cum- Addl. Secretary to Government

Memo No. 15853 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices

18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15854 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

FA - cum- Addl. Secretary to Government

(P.T.O)

Memo No. 15855 /W, dated, 19-11-19

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

19/11/19

FA - cum- Addl. Secretary to Government

Memo No. 15856 /W, dated, 19-11-19

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

19.11.19

FA - cum- Addl. Secretary to Government

ANNEXURE-A

Clause 31 :- Price Adjustment

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

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

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

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

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

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

The formula (e) for adjustment of prices are:

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

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

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

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

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

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

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

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

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

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

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

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

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

P_c = Percentage of Cement Component of the work

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

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

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

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

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

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

P_s = Percentage of steel component of the work

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

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

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

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

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

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

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

P_b = Percentage of bitumen component of the work

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

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

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

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

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

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

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

31(b): Adjustment of Labour Component

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

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

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

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

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

P_l = Percentage of labour component of the work

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

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

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

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

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

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

P_f = Percentage of fuel and lubricants component of the work

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

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

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

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

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

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

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

P_p- Percentage of plant and machinery spares component of the work

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

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

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

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31(e): APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table

Sl No	Category of works		% Component (cost wise)		
			Labour (P_l)	POL (P_f)	Steel (P_s)+ Cement (P_c)+ Bitumen (P_b) +Pipes (P_{pi}) + Plant & Machinery Spare &Component(P_p) + Other Materials*
1	R&B works (% of component)	Road Works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2	Irrigation works (% of component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3	P.H. Work	Structural work	5	5	90
		Pipeline Work	5	5	Pipe- 70% *Machinery + Other material -20%
		Sewer Line	5	5	Pipe- 70% *Machinery + Other material -20%

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

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Appendix to Bid
Schedule of Adjustment Data

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

Cl. No-31 of F2/ P1 Contracts Sl. No	Index description	Source of index	Base value*	Base Date*	Weightage of Item**
31 (a)(i)	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/ HPCL depot			
31 (a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5%
31 (c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer pump depot			5%
31 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
			Total		100%

* Values to be filled up at the time of drawl of contract
**Values to be filled up in the bid document.

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Appendix to Bid document
Schedule of Adjustment Data

[For all works adjustment factor for labour and POL shall be considered @5% each, Steel, Cement, Pipes, other materials and Machinery shall contribute to 90% of price adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall from part of the Bid documents] as per Office Memorandum No. 15847/W dt.19.11.2019 of Works Department Government of Odisha.

Clause. No. 31 of F2/P1 Contracts Sl. No.	Index description on	Source of Index	Base Value*	Base Date*	Weight age of item
31(a) (i)	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(a) (ii)	Cement	Whole sale price index for Cement (Ordinary Portiand Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(a) (iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Product) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(a) (iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/ HPCL depot			
31(a) (v)	Pipes	Whole sale price index for the type of pipe under consideration, as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5.00%
31 (c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer pump depot			5.00%
31 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
		Total			**100%**

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

Clause-32: After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc. are to be dismantled and all materials removed from the site.

FAIR WAGE CLAUSE

Clause-33 (a) The Contractor shall not employ for the purpose of this Contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourer's fair wages.

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

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

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

(d) The Block Development Officer or Asst. Executive Engineer 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 to the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.

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

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

(g) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Concerned Department and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.

(h) The contractor shall submit by the 4^{th} & 10^{th} of every month, to the Concerned Department a true statement showing in respect of the Second half of the preceding month and the first half

to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injure caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause [K] and the amount paid to the Government a sum not exceeding **Rs.452.00** for each default of materially incorrect statement. The amount levied as fine decision of the Block Development Officer shall be final in deducting from any bill due to contractor.

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

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

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

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

2. Pay (i) **In case of Delivery :-** Leave pay during maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of **Rs.552.00** a day whichever is greater.

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

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

Clause -34 : For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Block Development Officer to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received within 7(seven) days of such completion by the concerned Block Development Officer / Panchayat Raj D.W Deptt. & the Administrative Department.

The incentive for timely completion should be on a graduated scale of 1(one) percent to 5(five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

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

Before 5% of contract period = 1% of contract Value

Clause -35 : The royalty of materials will be recovered from the work bill as detailed below. Royalty charges of materials will be recovered as per prevailing rate. In case failure of production of proper receipt from quarry Holder or Revenue Department after proper verification from Concerned Tahasildar.

Sl.No.	Materials	Rate	Unit
1.	Sand	Rs.35.00	Each cum
2.	Moorum	Rs.35.00	Each cum
3.	Hard Granite Metal I.R.C. Gr-I	Rs.130.00	Each cum
4.	Hard Granite Metal I.R.C. Gr-II	Rs.130.00	Each cum
5.	Hard Granite Metal I.R.C. Gr-III	Rs.130.00	Each cum
6.	Hard stone metal.	Rs.130.00	Each cum
7.	Hard stone Boulder.	Rs.130.00	Each cum
8.	Hard granite Boulder	Rs.130.00	Each cum
9.	H.G. Crusher broken chips	Rs.130.00	Each cum
10.	H.G. Bajuri	Rs.130.00	Each cum
11.	Laterite Stone	Rs.180.00	Each cum
12	Earth	Rs.35.00	Each cum

Clause -36: Amount. Specified may vary and the work will be taken up as per availability of funds No claim what-so-ever in this regard will be entertained.

Clause-37: (a) The earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Block Development Officer, Jagatsinghpur initial levels will be taken with reference to bench marks, which should be kept at site till finalization of their contract. The initial cross section papers should be signed by both the parties before starting earth work. The final cross section of the embankment in filling reaches when finished to designed section will be taken for each portion of embankments and plotted over the initial level section to ascertain the final quantity to be arrived by deducting necessary settlement allowance. The measurement for earth work should be at 30 M or at closer grid.

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

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

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

Clause-38: Curing of all cement works will be done by the contractor as per instruction of the Concerned Department at his own cost.

Clause-39: Dewatering of any magnitude either of excavation of foundation to finished section and laying concrete or masonry work or any structure when and wherever necessary during complete execution period will have to be done by the contractor at his own cost. This is treated to be inclusive of his tendered rate.

Clause-40: (a) The contractor should keep himself in constant touch with the Concerned Department for smooth execution of work and arrange for adequate labourer depending on the work load and working place available. No claim for idle labour on any account will be entertained.

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

Clause-41: Any jungle clearance needed for borrowing earth beyond the toe of the embankment beyond the excavation limits is the responsibility of the contractor and no extra payment will be made.

Clause-42: Earth work beyond the theoretical designed will not be paid for.

Clause-43: Construction of coffer dams or islands or the works of open excavation or dressing required for construction of structure and approach drain should be included in the rates.

Clause-44: The contractor should take all precautions to protect the structures from flood damages at his own cost during the period of execution. Damages if any caused by the probable flood during monsoon till completion and handing over of entire work will be made by the contractor at his won cost.

Clause-45: By submitting a tender for the tenderer will be deemed to have satisfied himself by actual inspection of the site/quarry and locality of the work about the quality and availability of the required quantity of materials including medical aids, labour and food stuff etc. and that the rates quoted by his in the tender will be adequate to complete the work according to the specification and conditions attached to and that he has taken into account all conditions difficulties that may be encountered during its progress and to have quoted labour rates and materials, octorai and other duties leads, lifts loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Concerned Department of the work and his authorized sub-ordinates. After acceptance of the contractor rates Govt. will not pay any extra charges for any reason in case the contractor is found later on to have misjudged in conditions as regards availability of materials, labour or any other factors, it should be understood clearly that no claim whatsoever will be entertained afterwards on the plea of non-availability of proper quantity of materials including food stuff or any other cause.

Clause-46: It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangement as may be required from time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and a payment made.

Clause-47: The embankment slopes and banks will be maintained by the contractor till the final payment is made and any rain cuts, sides settlements that would occur should be made good by him at his own cost without any claim.

Clause-48: Departmental supply of materials

Before issue of Departmental materials to the contractor, he shall furnish Bank Guarantee of any Nationalized Bank equal to the cost of materials. The Bank Guarantee shall be valid for the entire period of agreement. The same may be refunded to the contractor only

after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill (s) in full or if the materials are partly utilized in the unutilized materials are returned by him to the Department in full and in good condition and receipt thereof duly acknowledged by the concerned Department Officer.

(Works Department OM No. Codes-M-19/92-13653 dt. 5.6.93)

Clause-49 : The terms and conditions of the agreements have been read/ explained to me and certify that I/We clearly understand them.

Odisha P.W.D. Electricity Department Contractor's Labour Regulations.

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

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

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

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

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

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

3. Display of notice regarding wages, etc.

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

(b) Send a copy such notice to the Concerned Department of the work.

4. Payment of wages

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

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

5. Fixation of wage period.

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

(2) No wage period shall exceed one month.

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

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

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

6. Wage book and wage cards etc. :-

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

(a) Rate of daily or monthly wages.

(b) Nature of work on which employed

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

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

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

(f) Wage actually paid for each wage period.

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

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

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

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

(a) Fines.

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

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

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

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

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

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

8. Register of fines, etc.

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

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

9. Preservation of register:-

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

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

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

11. Report of Labour Welfare Officer:-

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

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

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

13. Inspection of Registers

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

14. Submission of return:-

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

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

SPECIALCONDITIONS

1. It shall be the responsibility of the contractor to produce all materials required for the work including procurement of steel, cement and bitumen etc.(to be approved by the Engineer-in-charge) from the market this cost and complete the work within the stipulated time of completion as per accepted agreement. At no stage difficulty or obstacle for procurement of materials due to any reasons whatsoever shall not been tearstained by the Department nor any plea for extension of time or compensation claim to this effect shall been tearstained on account of the above. The safe custody of the materials issued by the Department of procured by the contractor will be sole responsibility of the contractor. For both departmental issue of materials and any procurement of materials by the contractor all incidental expenses like transport, storage handling and any other expenditure shall be borne by the contractor. The materials if available with the department may be supplied to the contractor at the discretion of the Department, at the place and rates noted against each. The contractor may satisfy himself about the quality, quantity of materials at the time of issue.
2. The amount of royalty of different materials as utilized by the contractor in the said work will be recovered from his bill as per the rate fixed by the Government and to be deposited in the Revenue Department.
3. The contractor is tobear Sale-tax, Entry tax and all other taxes at his own cost.
4. Routine field test should be conducted and work bill will be paid accordingly the testing charges will be borne by the contractor.
5. The contractor will not claim anything in any shape from the Government if the work is curtailed or stopped at any stage duet want of funds.
6. Work will be executed as per the Work programme given by the contractor.
7. Extra items and extra qualities shall not be allowed without prior permission from competent authority.
7. All quality control tests both at site and laboratory at all stages of construction should be conducted as envisaged in MORT&H Specification for Road & Bridge (4th.Revision) and result be recorded.
8. The sample of materials used for the work will be got approved from the competent authority before execution of work.
9. No interest on whatever ground will be payable in respect of work.
10. The crust design of Road and C.D. work will be got approved by the competent authority prior to execution of work.
11. The security deposit will be refunded after twelve months of completion of the work and payment of final bill and will not carry and interest. The construction and maintenance of diversion road as required during execution of the work will be done by the contractor at his own cost and also the traffic control arrangement thereof.

SPECIAL CONDITIONS

1. It shall be responsibility of the contractor to produce all materials for the work including procurement of steel cement & bitumen etc. (to be approved by the Engineer- in-charge) from the market at his cost & complete the work within the stipulated time of completion as per accepted agreement. At no stage difficulty or obstacle for procurement of materials due to any reasons whatsoever shall not be entertained by the

   Department nor any plea for extension of time or compensation / claim to this effect shall be entertained on account of the above. The safe custody of the materials issued by the Dept. of procured by the contractor will be sole responsibility of the contractor. For both department issue of materials and any procurement of materials by the contractor all incidental expenses like transport, storage, handling any other expenditure shall be borne by the contractor. The materials as per Appendix-A, if available with the department, may be supplied to the contractor at the discretion of the Deptt. At the place & rates noted against each. The contractor may satisfy about the quality, quantity of materials at the time of issue.
2. If the tender backs out from the offer before acceptance of the tender by the competent authority his E.M.D, will be forfeited.
3. Royalty will be reimbursed on production of valid money receipt by the contractor.
4. In the event of any particulars items(s) of the work for which they are grossly below the corresponding estimated rates (or CSR) for the particular item the difference between the amount corresponding estimated of (CSR) rate and this grossly under quoted rate for quantity for work to be executed by the contractor shall be kept withheld from the payment due to the contractor until such time as the execution of the said item(s) of work is / are completed in all respects by the contractor to full satisfaction of the Engineer-in-Charge.
5. Additional performance security: - Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less that the estimate cost of more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of post Office Saving Bank Account / National Saving Certificate / Post office Time Deposit Account / Kissan Vikash Patra / Deposit Receipt of schedule Bank.

ADDENDUM TO NOTE - 1 to Para 35.5 of O.P.W.D code, Volume-1

Clause-50 : Clause for site engineer & road furniture's etc. in DTCN / Agreement. In work Dept. letter No. 10407, Dt. 25.06.2004, the agencies executing major works should possesses full-fledged filed laboratory for testing of the quality of the work under the same clause, the following provision are to be made as per works Dept. No. 12351/W. dated 23.07.2004.

(1) An engineering personal of the executing agency should be present at work site at the time of visit of high level inspecting Officers in the rank of Chief Engineer and above.

(2) After completion of the Road in all respects, road furniture's should be affixed by the executing agency indicating locations like school, Hospital No-horn etc.

SECTION – 5
TECHNICAL SPECIFICATION

SECTION- 1

1.0 R.R. STONE MASONRY, PLASTERING & RULE POINTING WORKS:
1.1 DESCRIPTION OF ITEMS :

1.1.1 Randum rubble hard granite stone masonry in C.M. (1:4) in canal for sub-structure/ super structure at all heights with approved quality of hard granite stone of 15cm and above size free from weathered skin including cost, carriage, royalty, taxes etc. of all materials with all leads, lifts and delifts including cost of scaffolding, tools & plants, curing, construction of coffer dam, dewatering if required, removal of scaffolding and all other incidental charges etc. complete as per specification, drawing and direction of the Concerned Department.

1.1.2 12mm thick cement plaster in C.M. (1:4) over brick work finished smooth for canal structures after racking out joints & cleaning including scaffolding with all leads, lifts, delifts, costs, carriage, taxes and royalty of all materials, curing and removal of scaffolding after completion of work including construction and removal of coffer dam & dewatering if required with all other incidental charges etc. complete as per specification & direction of Concerned Department.

1.1.3 20mm thick cement plaster in C.M. (1:4) over stone masonry of canal structures finished smooth after racking out joints and cleaning including scaffolding with all leads, lifts, delifts, cost, carriage, taxes and royalty of all materials, curing and removal of scaffolding after completion of work including construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification and direction of the Concerned Department.

1.1.4 Cement flush pointing to stone masonry of canal structures in C.M. (1:3) finished smooth after racking out joints and cleaning including scaffolding with all leads, lifts, delifts, cost, carriage, taxes and royalty of all materials, curing and removal of scaffolding after completion of work including construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification & direction of the Concerned Department.

2.2 CEMENT MORTAR:
2.2.1 GENERAL

The cement mortar shall consist of cement, sand, water and other approved admixture, as required each complying with its own specifications.

2.2.2 MIXING:

(i) The mortar ingredients shall be mixed thoroughly to ensure uniform distribution of all the component materials throughout the mass at the end of mixing period.

(ii) If machine mixed the mixing of each batch shall continue for not less than the period stated in the following table after all materials are in mixer unless tests of mixer performance show that variations in these prescribed time is necessary and is acceptable.

Sl. No.	Capacity of mixer (m^3)	Time of mixing natural aggregates
1.	1.5 or less	1½ minutes
2.	2.5	2 minutes
3.	3	2 ½ minutes
4.	4	2 ¾ minutes
5.	4.5	3 minutes

The minimum mixing period specified are conditional on the materials being fed into the mixer in a manner which will facilitate efficient mixing and on operation of the mixer at its designed speed.

2.2.3 TRANSPORTATION OF MORTAR:

Mortar shall be transported from the mixer to the placing position as rapidly as practicable by methods that will prevent loss of ingredients or consistency

2.2.4 TESTS OF MORTAR :

When directed by concerned Department mortar test cubes shall be cast for the mortar used on the work and shall be tested in accordance with Appendix A of I.S. – 2250 – 1965 code of practice for preparation and use of Masonry mortar. Such cubes shall develop a compressive strength of at least 50 kgs/ square centimeter for cement mortar mix, 1:5 and 75 kg/sqcm. for mortar mix 1 : 4 . Work not conforming to the specifications will be rejected and the cost of removal and reconstruction shall be borne by the contractor.

3.3 R.R. STONE MASONRY

3.3.1 DRESSING OF STONES FOR R.R. MASONRY:

The face stone shall be hammer dressed in the face, sides and the beds to enable it to come into close proximity with the neighbouring stone. The bushing in the face shall not project more than 40 mm. on an exposed face and 12 mm. on a face to be plastered. Stones with round surface shall not be used in the construction.

3.3.2 LAYING OF STONES FOR R.R. STONE MASONRY:

The masonry shall be laid to lines, levels, curves, shape shown in the drawing. Stones in the hearting shall be laid on their broadest face. Stratified stones must be laid on their natural beds. All bed joints shall be normal to the line of pressure upon them. Shaping and dressing shall be done before the stone is laid in the work. No dressing and hammering which will loosen the masonry will be permitted after it is once placed.

The courses of the masonry shall ordinarily be predetermined. Where there is to be variation in the depth of courses, larger stones shall be placed in the lower courses, the thickness of course decreasing gradually towards the top of the wall. The variation in depth of course shall be adopted after the approval of the Engineer.

The stones shall thoroughly be wetted before placing on the bed of the mortar and before covering with mortar. The bed to receive the stones shall be cleaned, wetted and covered with a layer of fresh mortar to a smaller length so that stones can be laid before the mortar has set. All stones shall be bedded full in mortar and the vertical joints filled with mortar. The stones so set in the mortar shall be settled carefully in place with a wooden mallet immediately on placement and solidly bedded in mortar before it has set. Clean chips and spalls shall be wedged into the mortar joints wherever necessary. Such wedging should not disturb face stones. No dry or hollow space shall be felt anywhere in the masonry and each stone shall have all the embedded face completely covered with mortar. Pouring of water to the mortar laid on the joints and stones is prohibited.

In case any stone already set in mortar is disturbed or the joints broken, the stone shall be taken out without disturbing the adjoining stones and joints, the mortar thoroughly cleaned from the joints and the stone reset in fresh mortar. Attempts shall never be made to shade one stone over another already laid.

The bed of the face stones shall be horizontal unless otherwise ordered by the Engineer they shall be set in regular courses of uniform thickness from bottom to top throughout. No face stone shall be less than 15 cm. in thickness.

Unless otherwise ordered by the Engineer the height of each course shall be the height of the stone used in the course. Stones of different depths shall not be used, height of each course shall not exceed breadth at face nor thickness inwards.

The face stone shall be laid alternately in headers and stretchers, so as to break joints by at least 75 mm. Header shall project at least 100 mm. beyond the stretchers. The joints should not exceed 12 mm. in thickness.

All connected masonry in a structure shall be carried up to nearly at one uniform level throughout but when breaks are unavoidable, the masonry shall be raked in sufficiently long steps for facilitating joining of old and new work. The steeping of the raking shall not be more than 45 degrees with the horizontal.

3.3.3 JOINTS FOR STONE MASONRY:

For each 10 m of running length a vertical joint of 25 mm thickness or as directed by the Engineer shall be provided .

3.4 PROTECTION AGAINST DAMAGE

Care shall be taken by the bidder during construction that edges of jambs, sills, heads etc. are not damaged. In inclement weather, newly built works shall be covered with gunny bags or tarpaulin, so as to prevent the mortar from being washed away.

3.5 CURING

All masonry work shall be kept constantly wet for a period not less than two weeks from the date of construction in order to avoid the mortar being dried up before it has attained final set and also to prevent crumbling. If the contractor fails to do curing to the satisfaction of the Engineer of the work, the latter will either make arrangement to cure the masonry at the risk and cost of the contractor or order the masonry to be dismantled. The masonry so dismantled shall be rebuilt by the contractor at his own cost.

3.6 INSPECTION

The brick (or stone) masonry should ensure its satisfactory performance and all recommended practice of workmanship shall be adopted at every stage. The Concerned Department may inspect and reject the defective work which should be rebuilt at the cost of contractor, for which no claim for compensation what-so-ever will be entertained.

3.7 SCAFFOLDING FOR MASONRY, PLASTERING AND POINTING:

The scaffolding shall be sound and strong enough to withstand all loads likely to come upon it. The holes which provides space for horizontal members for supporting the scaffolding shall be filled up and made good.

3.8 QUALITY CONTROL FOR MASONRY WORK

Following rules shall be observed to ensure effective quality control of works.

(a) Do not place mortar which bleeds excessively.
(b) Clean the old masonry surface prior to starting masonry on it be wet sand blasting, chiseling and washing.
(c) Keep the surface continuously moist.
(d) Thoroughly and effectively broom into the old surface a layer of mortar and build the masonry work on it immediately.
(e) Masonry work shall invariably be done during day light hours.
(f) Ensure placing of stone in their natural bed.
(g) Avoid under-pinning after a stone is laid.
(h) Avoid inserting spalls in space between stones before it is filled up with mortar.
(i) Avoid inserting flat side of spalls at joints. Have all spalls driven end-wise.
(j) Before inserting spalls, shake the mortar well and vibrate the stone by hammer to facilitate excess mortar to come out.
(k) Distribute work so that fresh layer of masonry are started every alternate day. Incase of long stoppage of work suitable depression should be left to a depth of one or two course for proper laying and effective bondage.

3.9 MEASUREMENT AND PAYMENT FOR MASONRY WORK

Measurement for payment of random rubble stone masonry and brick masonry in cement mortar (1:4) shall be made to the lines & dimensions shown or as directed by the Concerned Department in the specified drawing. The quantity so executed shall be paid per cubic meter of constructions. No allowance shall be made for the masonry constructed beyond design section. The rate shall include cost, conveyance, royalty, taxes etc. of all materials, all labour cost, dressing charges, cost of mixing mortar, laying the masonry, curing, cost of required tools and plants,

scaffolding, dewatering, cost of construction and removal of coffer dam if required and all other incidental charges for satisfactory completion of the item of work.

3.10 CEMENT PLASTERING AND POINTING:

3.10.1 GENERAL :

(i) For surface which is to be subsequently plastered or pointed, the joints of masonry shall be raked squarely for a minimum depth of 20 mm while the mortar is still green. The raked joints shall be well brushed to remove dust and loose particles and surface shall be thoroughly washed and cleaned.

(ii) The surface so prepared shall be kept wet for a period of minimum 24 hours proceeding to plastering or pointing.

(iii) Moistening, cleaning, surface drying and complete curing are utmost importance for thorough bond and water tightness.

3.10.2 PREPARATION OF SURFACE FOR PLASTERING

The roughening of the background improves the bond of plaster. All joints shall be thoroughly raked. After roughening the surface, care shall be taken to moisten the surface sufficiently before plastering as otherwise freshly exposed surface may tend to absorb considerable amount of water from the plaster. The surface shall be wetted evenly before applying the plaster. Care shall be taken to see that the surface is not too dry as this may cause lack of adhesion or excessive suction of water from the plaster. A fog spray may be used for this work. As far possible, the plastering work shall not be done under hot sun.

3.10.3 LAYING OF PLASTERING

Plaster when applied shall have a thickness of average 20 mm over stone masonry and 16 mm over brick masonry. The mortar shall be applied by steel trowels into the joints and filling the joints ensured by pushing the edge of steel trowel into joints. Mortar shall then be applied and roughly finished by steel trowel. The plaster surface will be finished by wooden trowel giving neat lines in plumb and plan.

3.10.4 PREPARATION OF SURFACE FOR POINTING

The joints in the masonry shall be raked out to a depth not less than the width of the joint or as directed when the mortar is green. Joints shall be brushed clean of dust and loose particles with a stiff brush. The area shall then be washed and the joint thoroughly wetted before pointing is commenced.

3.10.5 LAYING OF POINTING

The pointing to be done shall be flush pointing with cement mortar. The mortar shall not be spread over the corners, edges or surface of the masonry. The pointing shall then be finished as detailed below. The mortar shall be finished off flush and level with the edges of the stones, so as to give a smooth appearance. The edges shall be neatly trimmed with a trowel and a straight edge. Pointing should have minimum thickness of 20mm. When finished, the mortar pointing shall be restricted to the width of the joints and all superfluous mortar shall be removed with a trowel. The work shall be executed as rapidly as possible and not again touched after it has begun to set and kept wet for a minimum period of 14 days thereafter.

3.10.6 CURING

Specification for curing of plastering and pointing shall be the same as for masonry as laid down in previous Paras

3.10.7 MEASUREMENT AND PAYMENT:

(a) Measurement for payment of cement plastering and pointing shall be made on the basis of surface area of plastering or pointing actually contained within the profile as shown in the drawing or as directed by the Concerned Department .

(b) The rate shall include cost of conveyance, taxes, royalty etc of all materials, cost of labour, required tools and plants, providing extra slurry and mortar as required for the work, curing, construction and removal of coffer dam and dewatering if required and all other incidental charges etc. for satisfactory completion of the respective item of work .

SECTION-4

4. CONCRETE

4.1 DESCRIPTION OF ITEMS

4.5.1 Cement concrete M-15 grade with 40mm & downgraded hard granite crusher broken aggregates free from weathered skin surface, dust and any other deleterious materials including cost , carriage, royalty, taxes etc. of all materials including machine mixing, watering, compacting with vibrators, hoisting and laying in position for a finished smooth surface and curing with all leads, lifts and delifts including hire and running charges of machineries, construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Concerned Department.

4.1.2 Cement concrete M-20 grade with 40mm & downgraded hard granite crusher broken aggregates free from weathered skin surface, dust and any other deleterious materials including rigid smooth centering and shuttering, cost, carriage, royalty, taxes etc. of all materials including machine mixing, watering, compacting with vibrators, hoisting and laying in position for a finished smooth surface and curing with all leads, lifts and delifts including hire and running charges of machineries construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Concerned Department

4.1.3 Reinforced Cement concrete M-20 grade with 20mm & downgraded hard granite crusher broken aggregates free from weathered skin surface, dust and any other deleterious materials including rigid smooth centering and shuttering, cost, carriage, royalty, taxes etc. of all materials including machine mixing, watering, compacting with vibrators, hoisting and laying in position for a finished smooth surface and curing with all leads, lifts and delifts including hire and running charges of machineries construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Concerned Department

4.1.4 Reinforced Cement concrete M-25 grade with 20mm & downgraded hard granite crusher broken chips free from weathered skin surface, dust & any other deleterious materials including rigid smooth centering and shuttering, cost, carriage, royalty, taxes etc. of all materials including machine mixing, watering, compacting with vibrators, hoisting and laying in position for a finished smooth surface and curing with all leads, lifts and delifts including hire and running charges of machineries, construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Concerned Department

4.1.5 Reinforced cement concrete M-30 grade with 20mm & downgraded hard granite crusher broken chips free from weathered skin surface, dust and any other deleterious materials including rigid smooth centering and shuttering, cost, carriage, royalty & taxes of all materials except steel with machine mixing, watering, compacting with vibrator, hoisting & laying in position for a finished smooth surface and curing with all leads, lifts & delifts including hire & running charges of machineries, construction & removal of coffer dam and dewatering if required with all other incidental charges etc. complete as per specification, drawing and direction of Concerned Department.

5.2 GENERAL

Concrete shall be composed of cement, sand, aggregate, water and any other admixture as specified in recommended proportion well mixed and brought to the proper consistency. Tests shall be carried out on the concrete at specified intervals

during the progress of work and the mixes modified as necessary in order to consistently secure the required strength, work ability, density and impermeability together with the maximum practicable economy. As per approval of Concerned Department on recommendation of quality control organization the water cement ratio for the concrete will be regulated by the requirements of strength durability and workability. The concrete shall be uniform consistency and quality throughout any pour and for similar parts of the same structure. However, the consistency composition shall be such that the concrete can be worked into all corners.

The allowable slump or consistency shall be as directed. The consistency of the concrete shall be varied only by increasing or by decreasing the amount of cement paste in each batch and not by any change of water cement ratio.

The consumption of cement, coarse aggregates & sand for one cubic meter of various grade of concrete shall be calculated as per provision against scheduled of rate.

Grade of concrete	With 40mm & downgraded aggregates			With 20mm & downgraded aggregates		
	Cement (kg)	Coarse aggregates (cum)	Sand (cum)	Cement (kg)	Coarse aggregates (cum)	Sand (cum)
M 15	302.00	0.90	0.45	-	-	-
M 20	344.00	0.90	0.45	347.00	0.90	0.45
M 25	--	--	--	403.00	0.90	0.45
M 30	-	-	-	406.00	0.90	0.45

In case of actual consumption of cement, as per direction of Concerned Department on recommendation of design mix by Quality Control Organisation for the grade of concrete if different from the above, the cost for excess or less consumption will paid extra or deducted respectively.

5.3 STRENGTH OF CONCRETE

Grades of concrete	Compressive strength in N/mm^2 on 150mm cube	
	Minimum at 7 days	Minimum at 28 days
M-15	7	10
M-20	10	15
M-25	13	20
M-30	15	30

5.4 STORAGE OF AGGREGATE

(a) Aggregate shall be stacked in such a way as to prevent the intrusion of foreign materials such as soil, vegetable matter etc. Heaps of fine and coarse aggregates shall be kept separate. Where different sizes of fine or coarse aggregate are procured separately, they shall be stored in separate stock piles, sufficiently away from each other to prevent the materials at the edge of the piles from getting intermixed with each other.

(b) The aggregates shall be stock-piled adjacent to the mixer site so as to require minimum rehandling and labour when conveyed to the mixer.

(c) The aggregates shall be placed on a dry patch of ground. The aggregates shall be kept free of dirt, rubbish, papers, vegetable matters etc. on the stock piles.

(d) To minimize moisture variation the stock piles shall be spread over as large in area as possible but left low and fairly uniform in height preferably 1.25 to

1.50 meter and the lowest layer of about 30 cm height shall be allowed to act as drainage layer and not used till end.

5.5 FORM WORKS

(i) Forms shall be used wherever necessary to confine the concrete and shape it to the required lines, or to ensure against contamination of the concrete by materials caving or sloughing from adjacent surface left by excavations or other features of the work.

(ii) Form work may be of timber, steel, precast concrete panels or such other suitable materials or combination of such materials. Form work shall be substantially and rigidly constructed to the shapes, lines and dimensions required, efficiently propped and braced to prevent deformation due to placing, vibrating and compacting concrete, other incidental loads or to the effect of weather.

5.6 MIXING

(a) For all work concrete ingredients shall be thoroughly mixed in mechanical mixer to ensure uniform distribution of all component materials throughout the concrete at the end of the mixing period and shall be as dense as possible, plastic enough to consolidate well, Mixing shall be done as per I.S.456-1978.

(b) Mixing shall be continued until there is an uniform distribution of the materials and the concrete is uniform in colour and consistency. The time of mixing shall be as shown in Table-1 of IS: 457-1978 reproduced herein.

Capacity of mixer	Minimum time of mixing	
	Natural aggregates	Manufactured aggregates
3 m^3 or larger	2 minutes	2½ minutes
2 m^3	1½ minutes	2 minutes
1 m^3 or smaller	1¼ minutes	1½ minutes

(c) The concrete as discharged from the mixer, shall be uniform in composition and consistency, Workability shall be checked at frequent intervals as per IS : 199 –1959. Mixers will be examined regularly by the Concerned Department for changes in conditions due to accumulations of hardened concrete or mortar or to wear and tear of blades. Any mixer that at any time produces unsatisfactory mix, shall not be used until repaired. If repair attempts arte unsuccessful, a defective mixer shall be replaced. Batch size shall be at least 10% but not in excess of the rated capacity of the mixer.

(d) The first concrete batch at the start of continuous mixing operation or after lapses of 30 minutes in continuous mixing operation shall be made richer by the addition of extra cement as directed.

(e) The full contents of the drum shall be discharged quickly to avoid segregation.

(f) The minimum mixing period specified are conditioned on the material being fed into the mixer in a manner which will facilitate efficient mixing and an operation of the mixer at its designed speed. The following sequence of charging the mixer may be adopted.

Five to ten percent of the total quantity of water required for mixing adequate to wash the drum thoroughly shall be introduced before the other ingredients in order to prevent any caulking of the cement on the blades or side of the mixer.

i. All dry ingredients (Cement, fine and coarse aggregates) shall be simultaneously fed into the mixer in such a manner that the period of flow for each ingredient is about the same. Eighty to Ninety percent of the total quantity of water required for mixing shall be added uniformly along with the dry ingredients.

ii. The remaining quantity of water shall be added after all the other ingredients are in the mixer.

iii. Portion of the coarse aggregate, however may be added last. This facilitates clearance of the chutes and removes the fine aggregate or cement adhering to the sides.

(g) Concrete which has been kept unused for more than 30 minutes after the addition of water shall be rejected unless the concrete is in such a condition that it can be subsequently vibrated in place and its use is specifically permitted.

(h) When the mixer is stopped, before placing again any ingredients in the mixer all hardened concrete or mortar shall be removed from inner surface of the mixer.

(i) The re tempering of partially hardened concrete or mortar requiring renewed mixing with or without the addition of cement, aggregate or water shall not be permitted.

(j) A representative of Concerned Department shall supervise all stages of production of concrete, preparation of test specifications and site test shall be supervised.

5.7 TRANSPORTATION OF CONCRETE

Concrete shall be transported from mixer to the place of final placement as rapidly as possible by method which will prevent segregation of the ingredients or slump loss in excess of 25mm and/ or a loss in air content of more than one percent before the concrete is placed in the works. It shall be transported, laid and compacted in its final position within 30 minutes of its discharge from the mixer unless carried in properly designed agitators. Whenever the length of haul from the mixing plant to the place of deposit is such that the concrete unduly compacts or segregates suitable agitators or transit mixers shall be used for conveying concrete.

5.8 PREPARATION BEFORE PLACING CONCRETE

5.8.1 GENERAL REQUIREMENT

Concrete shall not be placed in any part until all form work required is completed as per drawing & specification and no concrete shall be deposited until the foundation has been inspected and approved by the Concerned Department.

5.8.2 FOUNDATION SURFACES

(a) Immediately before placing concrete all surfaces of foundations upon or against which the concrete is to be placed, shall be free from standing water, mud and debris. All surfaces of rocks upon or against which concrete is to be placed shall in addition to the foregoing requirement be cleaned and free from all lubricants. Objectionable coating and loose semidetached or unsound fragments are to be removed. The surface of absorptive foundations upon or against which concrete is to be placed shall be moistened thoroughly and kept sufficient wet for at least 24 hours prior to placing concrete so that moisture will not be drawn from the freshly placed concrete.

(b) In the case of earth or shale foundations, all soft or loose soft and surface debris shall be scraped and removed.

5.8.3 R.C.C. WORK

No concrete shall be placed unless the reinforcement and centering & shuttering provided is checked, pre measured and approved by the Concerned Department.

5.9 PLACING AND COMPACTING CONCRETE

5.9.1 GENERAL

(a) All surfaces upon or against which concrete is to be laid shall be prepared in accordance with the drawings.

(b) If concreting is not started within 24 hours of the approval being given, it shall have to be obtained again.

(c) All absorptive surfaces against which concrete is to be laid shall be moistened thoroughly so that moisture will not be withdrawn from the freshly placed

concrete. The surfaces however shall be free from standing water. The concrete shall be deposited as nearly as possible in its final position and compacted before setting commences and should not be subsequently disturbed. Methods of placing should not be such as to avoid segregation. Care should be taken to avoid displacement of reinforcement or movement of form work. All concrete which has set before placement shall be rejected and immediately removed from site of work.

(d) The construction joints at the end of each days work should be left vertical only at location as approved by authorised representative of the Concerned Department.

5.9.2 COMPACTION

Concrete shall be thoroughly compacted during the operation of placing and thoroughly worked.

(a) All concrete shall be compacted to produce a dense homogeneous mass with the assistance of vibrators or thappies in such a manner that it is free from pockets of coarse aggregate and is in intimate contact with surface of forms.

(b) During placing and until curing is completed the concrete shall be protected against the harmful effect of exposure to sunlight, wind and rain as direct.

5.10 CURING AND PROTECTING

5.10.1 All concrete shall be protected against injury until final acceptance. Exposed finished surfaces of concrete shall be protected from the direct rays of the sun.

5.10.2 The method of keeping formed concrete surface moist, shall be by continuous sprinkling or spraying of water as may be necessary to prevent any portion of the surface from drying during the specified curing period.

5.10.3 The water and other methods of curing shall be handled as not to stain concrete surfaces which shall be exposed.

5.10.4 The actual method of curing adopted and equipment to be used shall be subject to the approval of the Concerned Department. The contractor shall have on hand and ready to install before actual concrete placement is started all equipments needed for adequate curing and protection at all location of concrete placement.

5.10.5 Finished concrete surfaces shall be protected from stains or abrasion. Surface or edges likely to be injured during the construction period shall be kept properly protected by leaving forms in place or erecting protective covering satisfactory to the Concerned Department.

5.10.6 In case the curing operations are inadequate or unsatisfactory, the Concerned Department shall be entitled to take such steps as he may deem necessary to make good the deficiencies and defects at the Contractor's risk and cost. Curing and protection should confirm of IS: 457-1957 with the latest amendments.

5.11 TESTS AND STANDARDS OF ACCEPTANCE

5.11.1 GENERAL

Testing of concrete shall be carried out by the Quality Control Organization of the Department. The representative samples shall be taken from the site of work during laying of the concrete as desired by Concerned Department for testing purpose.

5.11.2 SAMPLING PROCEDURE AND FREQUENCY

A Random sampling procedure shall be adopted to ensure that each concrete batch has a reasonable chance of being tested i.e. the sampling should be spread over the entire period of concreting and should cover all mixing units.

5.11.3 TEST SPECIMEN

Three test specimens shall be made from each sample for testing at 28 days. Additional cubes may be required for various purposes, such as to determine the strength of concrete at 7 days or at the time of striking from work, or to determine the duration of curing or to check the testing cubes by accelerated methods as described in IS: 9013-1978. The specimen shall be tested as described in IS: 516-1959.

5.11.4 TEST STRENGTH OF SAMPLES AND ACCEPTANCE CRITERIA

(a) The test strength of the samples shall be the average of three specimens. Individual variation shall not be more than 15% of the average.

(b) Contractor shall provide necessary unskilled labour and facilities for collection of samples, curing in tanks, transportation of cores etc. and his authorized representative shall remain present at the time when the samples cores etc. are collected. Testing shall be carried out at the testing laboratories set up close to the site or at any other laboratory that the Concerned Department may decide upon and the results given thereby shall be considered as correct and authentic and acceptable to the contractor. The contractor shall be given access to all operations and tests that may be carried out as aforesaid.

5.12 MEASUREMENT AND PAYMENT OF CONCRETE

Measurement and payment for cement concrete items shall be made on the basis of the actual volume of the concrete laid for finished items. The rate includes the cost of labour and materials, plant etc. involved in providing cement, slurry and mortar on concrete and construction joints shall be deemed to be included in the unit rates for the respective items. The rates shall include construction of foot bridge and traffic island, coffer dam and removal of the same, dewatering if required and all other incidental charges as produced finished item of work.

For R.C.C. work, the cost of round tor steel rod including bending and binding etc. shall be paid as a separate item explained elsewhere.

No claim for extra payment, in case of higher strength of concrete than designated, will be entertained.

SECTION – 6
BILL OF QUANTITY

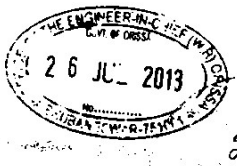
BILL OF QUANTITY

AS PER BOQ EXCELL SHEET

GOVT. CIRCULAR

2875 W.D
30/7/13

Government of Odisha
Works Department
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Office Memorandum

File No.07556900042013(Pt-II)- 7855 /W, Dated. 23.7.2013

Sub: Codal Provisions regarding e-Procurement

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

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

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

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.

2. The e-procurement portal of Government of Odisha is"https:// tendersodisha.gov. in".

3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.

4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.

5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.

9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.

11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

11.1 Application Administrator (NIC & State Procurement Cell)

i. Master Management

ii. Nodal Officer Creation

iii. Report Generation

iv. Transfer of Officer's login ID.

CONTRACTOR

BLOCK DEVELOPMENT OFFICER, JAGATSINGHPUR

v. Blocking & unblocking of officer's and bidder's login ID.

11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)

i. Creation of Users

ii. Role Assignment

iii. Report Generation

iv. Transfer of Officer's login ID.

v. Blocking & unblocking of officer's Login ID.

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

i. Publishing of Tender

ii. Publishing of Corrigendum / addendum / cancellation of Tender

iii. Bid Clarification

iv. Uploading of Pre-Bid minutes.

v. Report generation.

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

i. Creation of Tender

ii. Creation of Corrigendum / addendum / cancellation of Tender

iii. Report generation.

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

i. Opening of Bid

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

i. Evaluating Bid

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

i. To take up auditing

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

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

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

Government of Odisha "e" procurement Notice

Bid Identification No.----------

1. Name of the work: .....

2. Estimated cost: Rs. .....

3. Period of completion ----------

4. Date & Time of availability of bid document in the portal _____

5. Last Date / Time for receipt of bids in the portal _____

6. Name and address of the O.I.T.:.....

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

12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersodisha.gov.in will appear in the "Latest

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

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

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

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

14. CREATION AND PUBLISHING OF BID:

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

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

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

i. BASIC DETAILS

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

(a) For Single Cover/Packet:

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

b.) For Two Cover/Packet:

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

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

iv. WORKITEM DETAILS

v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

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

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

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

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

15. PARTICIPATION IN BID:

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

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

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

15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

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

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

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

15.5 PREPARATION OF BID

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

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

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

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

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

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

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

bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

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

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

16. SUBMISSION OF BID:

16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

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

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

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

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

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

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

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

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

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

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

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

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

16.6 SIGNING OF BID: The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness /

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

17. SECURITY OF BID SUBMISSION:

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

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

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

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

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

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

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

19. OPENING OF THE BID:

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

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

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

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

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

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

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

20. EVALUATION OF BIDS :

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

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

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

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

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

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

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

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

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

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

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

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

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

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

Procurement Officer-Publisher shall up load the summary and declare the process as complete.

22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

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

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

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

23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

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

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23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

Accordingly the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

EIC (Civil)-cum-CPO, - Chairman

Engineer-in-Chief (WR) - Member

Concerned Chief Engineer - Member

Sr. Manager (Finance), SPC - Member

Officer Inviting Tender - Member

Chief Manager (Technical), SPC- Convener

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

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

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

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

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix- IX to OPWD Code, Vol-II.
3. Accordingly Office Memorandum No 1027 dt 24.01.2009 stands modified .
4. This has been concurred in by the Finance Department vide their U.O.R. No.3-WF-I Dt.04.01.2013.

19/7/13

EIC - cum- Secretary to Government

Memo No. 7886 /W, Dated. 23.7.2013

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

19/7/2013

FA - cum- Addl. Secretary to Government

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Memo No. 7887 /W, Dated. 23.7.2013

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

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

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Memo No. 7888 /W, Dated. 23.7.2013

Copy forwarded to Finance Department/ Department of Water Resources/ Housing & Urban Development Department/ Rural Development Department/ Panchayati Raj Department/ All other Departments/ Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

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

Memo No. 7889 /W, Dated. 23.7.2013

Copy forwarded to EIC (Civil), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha / EIC, PH, Odisha / EIC-cum-Chief Electrical Inspector, Odisha/ FA-cum-Addl. Secy. to Govt., R.D. Deptt./ FA-cum-Addl. Secy. to Govt., Water Resources Deptt./ FA-cum-Addl. Secy. to Govt., H.&U.D. Deptt./ FA-cum-Joint Secy. to Govt., Energy Deptt./ Special Officer-cum-Joint Secy. to Govt., Fin. Deptt./ Chief Engineer, World Bank Project, Odisha/ Chief Engineer, DPI & Roads, Odisha/ Chief Engineer, Buildings, Odisha/ Chief Engineer, National Highways, Odisha/ Chief Engineer, R.D. & Q.P., Odisha/ Chief Engineer, Directorate of designs, Odisha/ Chief Manager, (Tech), State Procurement Cell, Odisha / Chief Architect, Odisha/ Chief Engineer, Water Resources, Odisha/ Chief Engineer, R.W.-I, Odisha/ Chief Engineer, R.W.-II, Odisha/ Chief Engineer, P.H.(Urban), Odisha/ Chief Engineer, Electricity, Odisha for information and wide circulation among subordinate offices.

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

Memo No. 7890 /W, Dated. 23.7.2013

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

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Jahalua
19/7/2013
FA - cum- Addl. Secretary to Govt.

Memo No. 7871 /W, Dated. 23.7.2013

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

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

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

Memo No. 7842 /W, Dated. 23.7.2013

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

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

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

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Memo No. 7893 /W, Dated. 23.7.2013

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

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

Memo No. 8804 dt. 31.7.13
WD-DS2-misc.38/06
Copy to S.E, Keonjhar circle etc / SE CIC, NDR / AM EES for information & necessary action

SE 2C 07/13
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Government of Odisha

Works Department

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Office Memorandum

File No.-075569000012016 - 11774 /W, dated, 3-8-17

Sub: - Amendment to Codal / Contractual provisions.

Government after careful consideration have been pleased to make amendment to Rule-14.3 (ii) (a), 14.3 (ii) (b), 14.3 (v), 15.5.2, 15.6, 15.6.1, 15.6.2, 15.6.3, 15.6.6, 16.1, 23.3.1 & 24.3 of Appendix-IX (A) of OPWD Code, Volume-II by modification as follows.

(I)- Rule- 14.3 (ii) (a) in Appendix-IX (A) of OPWD Code, Volume -II

"Tender Cost, EMD, VAT, PAN, Contractor RC" under the column "Document Description" shall be modified as "GSTIN, PAN, Contractor RC".

(II)- Rule-14.3 (ii) (b) in Appendix-IX (A) of OPWD Code, Volume -II

"Tender Cost, EMD, VAT, PAN, Contractor RC" under the column "Document Description" shall be modified as "GSTIN, PAN, Contractor RC".

(III)- Rule- 14.3 (v) in Appendix-IX (A) of OPWD Code, Volume -II

The statement "The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD" shall be modified as "The Procurement Officer Administrator should mention the cost of tender paper and EMD amount to be paid online as per Works Department Office Memorandum No.6785/W dt.09.05.2017 and as laid down in DTCN/SBD (DTCN/SBD is to be modified accordingly)".

The Bidder shall also have to furnish as part of its Bid, the Additional Performance Security (if any) online as per the Works Department Office Memorandum No.5288/W dt.04.05.2016.

(IV)- Rule- 15.5.2 in Appendix-IX (A) of OPWD Code, Volume -II

The statement "He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system" shall be modified as "He shall prepare all documents including Declaration Form, Price Bid etc. and store in the system".

(Cont.-2)

CONTRACTOR

BLOCK DEVELOPMENT OFFICER, JAGATSINGHPUR

(V)- Rule- 15.6 in Appendix-IX (A) of OPWD Code, Volume –II

(a) The Rule- 15.6.1 shall be replaced as "The Bidder shall transfer the Tender Paper cost online as part of its Bid, as mentioned under DTCN/SBD through a process mentioned in Works Department Office Memorandum No.6785/W dt.09.05.2017".

(b) The Rule- 15.6.2 shall be replaced as "Also, the Bidder shall transfer the EMD/Bid Security online as part of its Bid, as mentioned under DTCN/SBD through a process mentioned in Works Department Office Memorandum No.6785/W dt.09.05.2017".

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

(c) Rule- 15.6.3 shall be deleted.

(d) Rule- 15.6.6 shall be deleted.

(VI)- Rule- 16.1 in Appendix-IX (A) of OPWD Code, Volume -II

The statement "The Technical bid generally consists of cost of Bid documents, EMD/Bid Security, VAT, PAN/TIN, Registration Certificate, Affidavits, Profit Loss statement, joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT " shall be modified as "The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT ".

(VII)- Rule- 23.3.1 in Appendix-IX (A) of OPWD Code, Volume -II

The statement "Fails to furnish original Technical / Financial (Tender Paper Cost, EMD / Bid Security) instruments before the designated Officer within the stipulated date and time" shall be modified as "Fails to furnish original Technical Documents before the designated Officer within the stipulated date and time".

(Cont. 3)

(VIII)- Rule- 24.3 in Appendix-IX (A) of OPWD Code, Volume -II The statement "The minimum period of blocking of Portal Registration shall in no case be less than 90 days" shall be modifies as "The minimum period of blocking of Portal Registration shall in no case be less than 180 days".

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.7885/W dt.23.7.2013 of Works Department stands modified with effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide dt.06.07.2017.

EIC - cum- Secretary to Government

Memo No. 11775 /W, dated,

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

FA - cum- Addl. Secretary to Government

Memo No. 11776 /W, dated,

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

FA - cum- Addl. Secretary to Government

Memo No. 11777 /W, dated,

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

FA - cum- Addl. Secretary to Government

Memo No. 11778 /W, dated,

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

FA - cum- Addl. Secretary to Government

(Cont.-4)

Memo No. 11779 /W, dated, 3.5.17

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

3/5/2017

FA - cum- Addl. Secretary to Government

Memo No. 11780 /W, dated, 3.5.17

Copy forwarded to the Luminous Infoways Pvt. Ltd., N-6 / 373, Jaydev Vihar, Bhubaneswar email: support @ lipl.in for information and necessary action.

They are requested to display it in the web-site of State Government.

3/5/2017

FA - cum- Addl. Secretary to Government

Memo No. 11781 /W, dated, 3.5.17

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack for information and necessary action.

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

3/5/2017

FA - cum- Addl. Secretary to Government

Memo No. 11782 /W, dated, 3.5.17

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

3/5/2017

FA - cum- Addl. Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

* * *

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

OFFICE MEMORANDUM

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

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

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

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

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

By order of the Governor

31/01/23

(Vir Vikram Yadav, IAS)
Principal Secretary to Government

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

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

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

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

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

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

(P.T.O)

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

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

31/01/2023

FA-cum-Additional Secretary to Government

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

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

31/01/2023

FA-cum-Additional Secretary to Government

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

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

31/01/2023

FA-cum-Additional Secretary to Government

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

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

31/01/2023

FA-cum-Additional Secretary to Government

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

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

31/01/2023

FA-cum-Additional Secretary to Government

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

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

31/01/2023

FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT
* * *

OFFICE MEMORANDUM

No. 07554600032022- 1739 **/W., Dated.** 3-2-2023

Sub: Codal/ Contractual provisions regarding Price Adjustment in Works Contract

Codal/Contractual provisions regarding Price Adjustment in Works Contract was under active consideration of Government for some time past. After careful consideration, Government was pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of Labour, Materials, Fuels and Lubricants and Plant and Machineries, Spare Components vide Works Department O.M No. 15847/W Dtd. 19.11.2019.

2. Now, in continuation of Works Department O.M No. 15847/W dtd. 19.11.2019, Government have been pleased to make the following provisions in place of existing provision relating to "Schedule of Adjustment Data under Appendix to Bid".

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

This has been concurred in by Finance Department vide their OSWAS File No. FIN-WF1-MISC-0033-2022.

By order of the Governor

(Vir Vikram Yadav, IAS)
Principal Secretary to Government

Memo No. 1740 /W., Dated, 3-2-2023

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

03/02/2023
FA-cum-Special Secretary to Government

Memo No. 1741 /W., Dated, 3-2-2023

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

03/02/2023
FA-cum-Special Secretary to Government

Memo No. 1742 /W., Dated, 3-2-2023

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

03/02/2023
FA-cum-Special Secretary to Government

Memo No. 1743 /W., Dated, 3-2-2023

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

03/02/2023
FA-cum-Special Secretary to Government

Memo No. 1744 /W., Dated, 3-2-2023

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

03/02/2023
FA-cum-Special Secretary to Government

Memo No. 1745 /W., Dated, 3-2-2023

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

03/02/2023
FA-cum-Special Secretary to Government

CONTRACTOR

BLOCK DEVELOPMENT OFFICER, JAGATSINGHPUR

Memo No. 1502 /W., Dated, 01.02.2023

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

01/02/2023

FA-cum-Additional Secretary to Government

Memo No. 1503 /W., Dated, 01.02.2023

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

01/02/2023

FA-cum-Additional Secretary to Government

Memo No. 1504 /W., Dated, 01.02.2023

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

01/02/2023

FA-cum-Additional Secretary to Government

Memo No. 1505 /W., Dated, 01.02.2023

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

01/02/2023

FA-cum-Additional Secretary to Government

Memo No. 1506 /W., Dated, 01.02.2023

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

01/02/2023

FA-cum-Additional Secretary to Government

Memo No. 1507 /W., Dated, 01.02.2023

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

01/02/2023

FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

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OFFICE MEMORANDUM

No. 07764600022025 173 /W., Bhubaneswar Dt. 03/01/26

Sub:- Amendment of Codal & Contractual Provisions.

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

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

I. **where the bid price is below 0% but not below 10% of the project cost put to bid,** no additional performance guarantee/security percentage is required.

II. **where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

III. **where the bid price is 20% or more below of the project cost put to bid,** the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;

IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

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

CONTRACTOR

BLOCK DEVELOPMENT OFFICER, JAGATSINGHPUR

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

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

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

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

By order of the Governor

Principal Secretary to Government

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

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

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

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

03.01.26

EIC-cum-Special Secretary to Government

CONTRACTOR

BLOCK DEVELOPMENT OFFICER,
JAGATSINGHPUR

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

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OFFICE MEMORANDUM

No. 07764600022025 632 /W., Bhubaneswar Dt. 9.1.26

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

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

1. The phrase " .... ***to abolish the extant provisions of threshold negative bid caps (14.99%) introduced*** ....." in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as " .... ***to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023 .....***"

2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.

3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder(decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

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

By order of the Governor

Principal Secretary to Government

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

CONTRACTOR

BLOCK DEVELOPMENT OFFICER, JAGATSINGHPUR

Memo No. 633 /W, dated 9.1.26

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

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

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

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

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

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

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

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

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

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

09.01.2026

EIC-cum-Special Secretary to Government

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