



GOVERNMENT OF ODISHA

ST & SC DEVELOPMENT DEPARTMENT

ITDA, KAPTIPADA, UDALA

INVITATION OF BIDS

FOR BUILDING WORKS

Name of the Work

Const. of new office building of TDCCOL at Udala

Approx. Amount Put to Tender

Rs. 75,99,684/-

**OFFICE OF THE
PROJECT ADMINISTRATOR,
ITDA, KAPTIPADA, UDALA**

Instruction to Bidders For E-procurement

GOVERNMENT OF ODISHA
OFFICE OF THE PROJECT ADMINISTRATOR, ITDA, KAPTIPADA, UDALA
e-Procurement Notice
Bid Identification No. ITDAKPD-01/2026-27

No. 1430 /ITDA, Dt. - 30.06.2026

1. **Project Administrator, Integrated Tribal Development Agency, Kaptipada, Udala** on behalf of the Government of Odisha invites **PERCENTAGE RATE (%) in Double Cover System tender for Building Works through e-Procurement as per annexure (available in website)**. The bid should be submitted on line in the website **www.tendersodisha.gov.in** by eligible class of contractors of Government of Odisha or of equivalent class of other State Government / Railways / CPWD / MES. The bidders should have necessary Portal Enrolment (with his own Digital Signature Certificate). The registered bidders of outside Odisha can also participate in the process, after necessary Portal Enrolment, but shall have to subsequently undergo registration with the appropriate authority of the State Government before award of the work.
2. The bidders may submit bids for the following works.

Sl. No.	Name of the Work	Approx. Amount put to tender	Cost of Bid Document / Tender Paper (Online)	Class of Contractor	Period of Completion	Last date & time of online receipt of bid
1	2	3	4	5	6	7
1	Const. of Addl. Class Room (1 st Floor) of Meghasan College, Nudadiha under Kaptipada Block	54,52,342/-	10,000/-	'B' Class	Nine Calendar Months	30.07.26 up to 5.00 PM
2	Const. of new office building of TDCCOL at Udala	75,99,684/-	10,000/-	'B' Class	Nine Calendar Months	
3	Repair & Renovation of various infrastructure in EMRS, Dhanghera under Khunta Block	98,57,649/-	10,000/-	'B' Class	Six Calendar Months	

3. Bid documents consisting of the schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in the website <https://tendersodisha.gov.in> and in the office of the undersigned during the office hours of working days **from 10.00 AM of 15.07.26 to 05.00 PM of 30.07.26**. The Tender shall be uploaded for Technical Bids & Financial Bid etc in standard formats prescribe in the bid documents displayed at Govt. of Odisha e-Market place web site & submitted duly filled up.
4. The cost of Tender Paper and EMD as indicated above shall be received online along with the bids as per guideline issued by Works Deptt. O.M. No. 6785, dt. 09.05.2017 and No. 17254, dt. 05.12.2017 & No. 5984/W, dt. 27.04.2021. The procedure of bid submission using electronic payment of Tender Paper Cost and EMD by the bidder may be referred in Works Deptt. O.M. No. 17254, dt. 05.12.2017 & No. 5984/W, dt. 27.04.2021, which has been added to the DTCN.
5. The Bid documents will be available in the website <https://tendersodisha.gov.in> from **10.00 AM of 15.07.26 to 05.00 PM of 30.07.26** for online bidding.
6. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class II or Class III.
7. Period of availability of tenders On-line/Date of time of bidding On-line / last date of seeking clarification / Date of opening of Tender Papers.

The details are as follows :

Name of the procurement Officer	Bid- Identification No.	Online availability of Bid	Last date of Receipt of Bid Online	Date of opening of Bid
Project Administrator, ITDA, Kaptipada, Udala	ITDAKPD-01/2026-27	From 10.00 AM of 15.07.26 to 5.00 PM of 30.07.26	Till 5.00 PM of 30.07.26	On 11.00 AM on 31.07.26

8. Bids received "On-line" will be **opened at 11.00 AM onwards from 31.07.26** in the office of the **Project Administrator, ITDA, Kaptipada, Udala**, as per availability of internet. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day onwards at the same time and venue.

9. Engineer Contractor who wants to avail EMD Exemption shall have to furnish scan copy of affidavit along with tender, declaring there in that he/she has not yet availed three numbers of EMD Exemption during this financial year and to show the original registration certificate to the tender opening authority for verification without which the tender will be rejected. SC / ST contractors desires of availing benefit as per Works Department Resolution No. 27748, dt. 11.10.1977 must submit work specific affidavit for the same along with attested copy of Caste Certificate.
10. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the state Government is allowed to work as a Contractor for a period of two years after his retirement from Government service without Government permission.
11. Scanned clear copies should be uploaded. Invisible copies of Documents may be liable for rejection.
12. The amendments made vide works Dept. Memorandum No. 12366, dt. 08.11.13, No- 10224 Dt. 01.09.2015 and L. No- 20415, dt. 14.09.2015 towards general instruction to the contractor except para 3.5.5 (v) Note II of OPWD code, Vol-I will be followed scrupulously regarding rate to be quoted etc.
13. In pursuance to the Govt. of Odisha Works Deptt. Office Memorandum No. 173, dt. 03.01.2026 Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have furnish the APS in the rates as noted below.

Sl No.	Range of difference between the estimated cost put to tender and bid amount	Additional Performance Security to be deposited by the successful bidder.
1.	0% to 10% below project cost to bid	No Additional Performance Security
2.	From 10% to 20% below project cost to bid	0.1% for every 1% below the 10% (starting at 11% below).
3	From 20% or more below project cost to bid	1% (base) + 0.2% for every 1% below the 20%.

14. As per O.M No 1499, dt. 01.02.2023 of works Department, Government of Odisha "Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra./ Bank Guarantee in favour of **Project Administrator, ITDA, Kaptipada** from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D/initial Security Deposit/ any other security deposit from the contractor or supplier." And the same may be pledged in favour of the **Project Administrator, ITDA, Kaptipada** within 7 (Seven) days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for black listing shall be initiated against the bidder.
15. As per O.M. No. 632, dt. 09.01.2026 if more than one bid will be 1st lowest the tender and quoted either at the estimated cost put to tender or less than the estimated cost put to tender will be finalized through a transparent lottery system in presence of the bidders or their authorized representative.
16. The Contractors who have more than three works pending under this Division and who has not completed the work in time and contract has been closed or recommended for closer with penalty under this Division at the time of bidding are not eligible to participate in the present tender.
17. "Additional performance Security shall be obtained from the bidder when the bid amount is less than 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 of differential cost as per Works Deptt. Office Memorandum No. 4559, dt. 05.04.2021 in shape of Demand Draft / Term Deposit Receipt Pledged in favour of the **Project Administrator, ITDA, Kaptipada, Udala** within seven days of receiving intimation to deposit, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder".
18. **Only those bidders who successfully remit their Cost of Tender Paper and EMD would be eligible to participate in the tender/bid process.** The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
19. The bid must have accompanied with Check List (Online) as prescribed in the DTCN & submitted with original documents for necessary verification during scrutiny of documents.

20. The original documents of the bidders may be required for physical verification by the authority on intimation after opening of bids.
 21. 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.
 22. The amount put to tender is exclusive of GST. The intending Bidders should offer their rates which shall be exclusive of GST applicable as per norms. GST as applicable on works contract shall be paid over the bill amount at the time of payment of Bill.
 23. DTCN signed, Affidavit of Authenticity of documents, GSTIN Registration Certificate, PAN Card, valid Contractors Registration Certificate & other documents as mentioned in the DTCN must be Scanned and uploaded in .pdf format in the web-site along with the bid. All the signatures in relevant documents must be tallied with valid Contractor Registration Certificate; otherwise the bid documents shall not be taken into consideration.
 24. Any type of conditional tenders will not be accepted and liable for rejection. When the tender has been selected for acceptance and the required amount of the security money has been deposited, the Project Administrator, ITDA shall scrutinize all pages of the form of Item, Rate, percentage, excess or less tender and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed.
 25. Any doubt or clarification if arises, over the terms and conditions and specification of the work may be requested through online only (e-tender portal) as per provision of the e-tender in OPWD Code.
 26. Any change in royalty and GST rate shall be applied in billing procedure which will be binding on the contractor and no extra claim will be entertained.
 27. The bidder shall provide their valid e-mail ID, mobile Number, and correspondence address. Any official communication to be provided through E-mail ID will be treated as proper and authentic.
 28. Other details can be seen in the bid documents and any conditions related to this tender will be followed as per the OPWD codal procedure.
 29. Any addendum / corrigendum / cancellation of above tender will be published in the web-site <https://tendersodisha.gov.in> and in the notice board.
 30. The authority reserves right to cancel any or all bids without assigning any reason thereof.
- Further details can be seen from the website www.tendersodisha.gov.in.

Sd/-
Project Administrator
ITDA, Kaptipada, Udala

Memo No. 1431 / ITDA, Dated 30.06.2026

Copy submitted to the Director (ST)-cum-Spl. Secretary to Government, ST & SC Development Department, Odisha, Bhubaneswar for favour of kind information.

Sd/-
Project Administrator
ITDA, Kaptipada, Udala

Memo No. 1432 / ITDA, Dated 30.06.2026

Copy submitted to the Collector & District Magistrate, Mayurbhanj-Cum-Chairman, ITDA, Kaptipada, Udala for kind information.

Sd/-
Project Administrator
ITDA, Kaptipada, Udala

Memo No. 1433 / ITDA, Dated 30.06.2026

Copy forwarded to the Addl. Executive Officer (Tech.), Zilla Parishad, Mayurbhanj, Baripada for information. He is requested to attend the office of the undersigned on **dt. 31.07.26 at 11.00 AM** to participate in the tender opening for verification & scrutiny.

Sd/-
Project Administrator
ITDA, Kaptipada, Udala

Memo No. 1434 / ITDA, Dated 30.06.2026

Copy forwarded to the Project Administrator, ITDA, Baripada / Karanjia / Rairangpur / Chief Development Officer -cum- Executive Officer, Zillaparishad, Mayurbhanj / Sub-Collector, Kaptipada / Block Development Officer, Kaptipada / Udala / Khunta / G.B. Nagar / AEE, MI Subdivision, Udala / R&B, Udala / RW, Udala / Kalo Irrigation Sub-Division, Udala / Sunei Irrigation Sub-Division, Udala / Executive Officer, Udala NAC for information with a request to hang the Tender Call Notice in their Office Notice Board for wide publication.

Copy to AEE, ITDA, Kaptipada / Asst. Engineers, ITDA, Kaptipada / Cashier, ITDA, Kaptipada / Concerned Case Record / Notice Board for information & necessary action.

Sd/-
Project Administrator
ITDA, Kaptipada, Udala

Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. www.tendersodisha.gov.in.
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (www.tendersodisha.gov.in)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and Earnest Money Deposit by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (www.tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) **Electronic payment of tender paper cost:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
 - d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
 - e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
6. **Settlement of Cost of Tender Paper;**
 - a) **Cost of Tender Paper :** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different

heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper on submission of bids is enclosed in the Annexure.

7. Settlement of Earnest Money Deposit on submission of bids:

- a) The Bank will remit the **Earnest Money Deposit** on submission/cancellation of bids to respective bidders accounts as per direction received from TIA through e-procurement system

8. Forfeiture of EMD

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-procurement portal will direct the Bank to transfer the EMD value from Pooling Account of SPC to the registered account of the tender inviting authority
- b) The tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid** in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittance-1683-Remittances-91028-Remittance into Treasury) after taking the amount as a revenue receipt in their cash book under the head 0075-Misc. General Services-00-101-Unclaimed Deposits-0097-Misc. receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division
- c) By clicking submit button, system will initiate the forfeiture of EMD, system will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorized Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans

from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organizations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

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

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

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day. II. With reference to the Notice Inviting Tender / Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800- Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	1. In case of tenders of Government Departments amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system. 2. In case of forfeiture of Earnest Money Deposit on submission of bids the e-procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies.	I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days. II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction In case of forfeiture of Earnest Money Deposit on submission of bids the e-procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA

INSTRUCTION TO BIDDERS *FOR* DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

Details of documents to be furnished

1. Scanned copies of the following documents to be up-loaded in PDF format in the website www.tendersorissa.nic.in. DD towards tender cost to be transferred Online as mentioned in the sheet **PROCEDURE FOR ELECTRONIC TRANSFER OF COST OF TENDER PAPER & EMD** in pursuant to Works Department Office Memorandum No. 6785 dt.09.05.2017. EMD amount noted against the work as per annexure of NIT is to be transferred Online as mentioned in the sheet **PROCEDURE FOR ELECTRONIC TRANSFER OF COST OF TENDER PAPER & EMD** in pursuant to Works Department Office Memorandum No. 6785 dt. 09.05.2017.

GSTIN

PAN Card

Registration certificate

Affidavit regarding correctness of information /certificate

Format-II Work in hand

1. JOINT VENTURE*

Joint Ventures shall be allowed for works value exceeding Rs 10.00 crore, Bids submitted by a Joint Venture (JV) of not more than three constituents as partners shall comply with the following requirements:

- a) There shall be a **Joint Venture Agreement** in Annexure I specific for these contract works between the constituent firm(s) / individual(s), the lead partner shall be a registered Contractor of appropriate class of the State, indicating clearly, amongst other things, the proposed distribution of responsibilities financial as well as technical for execution of the work amongst them for the purpose of this clause. The most experienced leads partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure-I shall be updated during bidding for the work.
- b) The bid, and in the case of the successful bidder, the Form of Agreement, etc, shall be signed and or executed in such manners that may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc. On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture or the authorized power of attorney holder of the Joint venture to conclude Contract Agreement as specified in joint venture agreement.
- c) Lead partner shall be nominated as being partner-in-charges and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
- f) In the event of default by any partner, in the execution of his part of contract, the employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in- charges of the remaining joint venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the employer to ensure the execution

that part of the contract, as envisaged at the time of the bid. Failure to comply with the above provisions shall make the contractor liable for action by the employer under the conditions of the contract. If the most experienced that is lead partner defined as such in the communication approving the qualification defaults, it shall be construed as default of the contractor and employer will act under the conditions of the contract.

g) Notwithstanding the permission to assign the responsibilities of the defaulting partners to any other equally competent party acceptable to the employer as mentioned in sub clause (f) above, all the partners of the joint venture will retain the full and undivided responsibility for the performance of their obligations under the contract and / or for satisfactory completion of the works.

h) The bid submitted shall include all the relevant information as required under the provision of DTCN and furnished separately for each partner.

Provisions Required to be Included in the Joint Venture Agreement

Annexure I

If the application is made by a joint venture of two or more firm(s)/individual(s), the evidence of clear mandate(i.e., in the form of respective Board Resolution duly authenticated by competent authority*) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture. A certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

- a. Name, style and Project(s) specific JV with Head Office address
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e., Bid Security, performance Security and security for Mobilization advance) to the extent of his participation in the JV
- d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement)
- e. Working Capital arrangement of JV
- f. Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- g. Provision for cure in case of non-performance of responsibility by any party of the JV.
- h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- i. Management Structure of JV with details
- j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV
- k. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works
- l. The Power of Attorney shall be duly notarized.
- m. Any other relevant details

1) Eligibility Criteria

The eligibility criteria for participation in this tender are given below. The tenderer(s) should go through these eligibility criteria before uploading the tender documents. Tenderer(s) not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will summarily be rejected.

- (a) The intending tender(s) should have not abandoned any work of similar nature, nor should their contract have been rescinded during the last five years. An Affidavit to that effect is to be enclosed.(SCHEDULE- "B")**
- (b) No Relation certificate.**

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of Assistant Engineer & above in the state R.D. Department or Assistant/Under Secretary & above in the R.D. Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make

good the loss of damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule- A** .

- (c) **The intending tenderer(s) must upload the valid Registration Certificate as on date, of the required class as mentioned in TCN.**
- (d) **The intending tenderer(s) must upload PAN card, up to date GSTIN, undertaking for obtaining Labour License from authorities as applicable. No undertaking towards GSTIN & PAN Card is acceptable.**
- (e) **The Civil Contractor must upload the scan copy of an agreement (Notarized) executed between the registered Electrical Contractor along with their valid license, GSTIN & PAN along with the tender documents confirming to Works Department OM No. 16955 dtd.11.10.2023.**
- (f) **Works Experience (Similar nature of works).**

- (i) **Tenders for works value Rs. 7.00 crores (Rupees Seven Crores)**– The intending tenderer(s) should have no qualifying criteria except clause-1(a),(b),(c),(d) & (e) above.

The bidder must demonstrate having annual turnover, bid capacity, works experience (**Similar Nature of Work**) as per clause 1(g) e

- (ii) **Similar Nature of work means :- for execution of building should have executed office/commercial Building.**
 - (iii) **DELETED**
- (g) **The intending tenderer(s) should have the total financial turn over in respect of Civil Engineering works of an amount not less than the amount put to tender during any 3(three) financial years taken together of the last proceeding five financial years. The financial turn over certificate for Civil Engineering works should be submitted from the Chartered Accountant showing clearly the financial turn over financial year wise. Financial turn over in respect of Civil Engineering works shall be updated to current price level (Base Year mentioned in contract Data) using the escalation factor mentioned below.**

NOTE- All the financial figures such as Annual turnover, Works Experience, Work in hand (existing Commitments)etc must be excluding GST.

- (h) **The Contractor who have more than three works pending under this office and who has not completed the work and contract has been closed or recommended for closer with penalty this office at the time of bidding are not eligible to participate in the present tender.**

(i) Bid Capacity

Applicant(s) who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works mentioned in Contract Data. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity= (A*N*2 - B), where

A= Maximum value of works executed in any one-year (As reported and certified by Chartered Accountant) during the last five years (updated to the current price level (Base Year) as mentioned in the Contract Data) rate of inflation may be taken as 10 per cent per year(escalation factor) which will take into account the completed as well as works in progress, B=Value at current price level of the existing commitments and ongoing works to be completed during the period stipulated in the contract data (period of completion of works for which bids are invited); and

N= Number of years prescribed for completion of the works for which the bids are invited as mentioned in contract data. (For work completion period less than one year the value may be taken as one year)

(i) To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having Bid Capacity sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

(ii) The information on Existing Commitments as on the date of this bid is to be furnished as per the format -II failing which the tender shall be rejected.

Note: In case of a Joint Venture the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works.

- 2. Uploaded documents of valid successful bidders will be verified with the original before signing the**

agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post.

3. DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN, can not participate in the tender.
4. To avail the exemption of EMD, the intending Engineering Contractor should follow the instruction of the Works Department Circular strictly issued for them.
5. **The scan copy of affidavit regarding correctness and Authentication must be uploaded online**

6. **The successful bidder who has quoted less bid price / rate than the estimated cost put to tender shall have to furnish additional performance security (APS) in the shape of Fixed Deposit Receipt / Term Deposit Receipt / Bank Guarantee duly pledged in favour of Project Administrator, ITDA, Kaptipada, Udala as per the rate mentioned in the table below within 7 days from date of intimation otherwise the bid shall be cancelled & security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder.**

7. **The Bidders are subject to be disqualified if they have:**

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. Been black listed/suspended by the competent authority.
- f. No allegation from any of the participants on whatsoever ground will be entertained after three days i.e. from the date of declaration of technical bid evaluation of result or the date of opening of the financial bid whichever is earlier.

SI No.	Range of difference between the estimated cost put to tender and bid amount	Additional Performance Security to be deposited by the successful bidder.
1.	0% to 10% below project cost to bid	No Additional Performance Security
2.	From 10% to 20% below project cost to bid	0.1% for every 1% below the 10% (starting at 11% below).
3	From 20% or more below project cost to bid	1% (base) + 0.2% for every 1% below the 20%.

8) **Format-II (Work in hand)**

Information on bid capacity (works for which bids have been finalized in favour of bidder & works which are yet to be completed) as on the date of this bid.

Description of work	Place & State	Contract No & date (where applicable)	Name & Address of employer	Value of contract (Rs. in lakhs)	Stipulated period of completion	Year wise Value of work already executed as on _____	Value of works remaining to be completed as on Dtd _____. (Rs. in lakhs)
1	2	3	4	5	6	7	8

DETAILED TENDER CALL NOTICE

1. INVITATION OF TENDERS:-

Percentage rates bids for works in **Annexure in NIT** are to be received online in the Website www.tendersodisha.gov.in Only those tenderers who are willing to accept all the terms & conditions of this detailed tender call notice need submit the tenders. Joint Venture/ Consortium agreements/ M.O.U.s are not allowed to participate in the Bid.

Tender documents for the above works are available online in the Website www.tendersodisha.gov.in.

Tenderers have to transfer the earnest money as mentioned against each work **of Annexure in NIT** (the amount specified in the tender notice) as per Works Department Office memorandum No. 6785, dt. 09.05.2017. Further sum of such amount towards initial security as would, together with the earnest money, make 2% of the cost of the work as the case may be as per the accepted tender has to be furnished prior to execution of agreement. The initial security deposit, should be in shape of pledged NSC/ POTD/ POSB/ KVP/Deposit receipt of Scheduled Bank. The ISD shall be pledged in favour of the Project Administrator, ITDA, Kaptipada, Udala concerned in respect of the work. In case the actual cost of work exceeds the original cost of work as per the accepted tender, the amount to be recovered from bills of the contractors will be such as to make together with deposits already realized an amount equal to the prescribed percentage of the actual cost of work executed.

Besides the Earnest Money Deposit & initial Security Deposit, contractors of B class & above will be required to furnish security deposit by way of deduction from their bill at the rate of 5% of the gross amount or each bill where as in case of C & D class contractor such deduction will be made at the rate of 3% of gross amount of each bill.

In the case of Govt. Undertakings, Co-operative Societies, Diploma or Degree holders in Engineering and SC&ST Contractors who are registered with the State Govt, the rules framed by Govt. from time to time regarding earnest money deposit, initial security deposit etc. will apply.

Upon acceptance of the tender, the successful tenderer shall within a period of 10 days from the date of written intimation of the acceptance of the tender, deposit with the concerned authority a sum of such amount towards initial security as would together with the earnest money make 2% of the work as per the accepted tender excluding the addl. EMD for hiring machineries outside State & sign the agreement in the PWD form-2 (Schedule- XLV Form No.61) in the office of the concerned Superintending Engineer / Executive Engineer.

Failure to deposit this additional amount towards initial security deposit or to sign the contract within the stipulated time, which shall include any extension granted by the Chief Engineer, R.W. Circle, _____/ Chief Engineer, (Buildings & Bridges), Rural Works, Bhubaneswar at his discretion, will make the earnest money deposit of the tenderer liable to forfeiture & acceptance of his tender shall be treated as withdrawn.

Additional performance security shall be deposited by the bidder as per Govt. of Odisha Works Deptt. Office Memorandum No. 173, dt. 03.01.2026.

The written agreement in PWD form P1 to be entered into between the successful tenderer here-in-after called the contractor & the State Govt. shall be the foundation of the rights of both the parties & the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor & then by the proper officer authorized to enter into the contract on behalf of the State Govt.

The acceptance of the tender & award of the contract even to more than one contractor, if considered necessary, will rest with the Project Administrator, ITDA, Kaptipada, Udala who does not bind himself to accept the lowest tender & will reserve to himself the authority to reject any or all of the tenders received, without assigning any reasons.

The Earnest Money transferred of the unsuccessful tenderers who are not awarded with the work will be credited after the tender is awarded to the successful tender.

- a) Tender may not, at the discretion of the competent authority, be considered, unless accompanied by scanned copies of the PAN or GSTIN clearance certificate in GSTIN, & the original certificates are to be produced before the tender opening authority as & when required for verification.
- b) Bidders from outside the state can participate in the tender without having GSTIN clearance Certificate subject to condition that they should submit undertakings in the form of an affidavit indicating there in that they are not registered under the GSTIN Act as they have not started any business in the state & they have no liability under the Act. But before award of the final contract, such bidders will have to produce the GSTIN clearance Certificate in form GSTIN.
- c) Bidders registered under other State Governments /MES/Railways/CPWD in equivalent rank may participate in the tender, but successful bidder has to register under the state PWD before signing the Agreement. All the rates & prices in the tender shall cover with Cess, ferry, tollages charges, Royalties, Additional Charges, DMF (10% over Royalty), EMF (5% over Royalty), other charges but without GST.

2. The tenderers should please note that the work will have to be completed within the stipulated period as mentioned in the NIT commencing from the date of issue of work order. Tenderers are required to submit detail

programme of work along with the tender which they consider necessary keeping in view of the clause 2 of the P.W.D. Form No. P1 without these programmes of work the tender will be considered defective. Authority for acceptance of tenders would rest with the Chief Engineer /Chief Construction Engineer.

3. Tenderers other than who have made fixed deposits with the Chief Engineer, (Buildings & Bridges) Rural Works, Odisha are required to pay earnest money at 1% of estimate amount as mentioned in the Call notice at SI No- 5 either in shape of N.S.C. / Postal time Deposit Pass Book / P.O.S.B. / K.V.P. / T.D.R. / F.D.R. of any Nationalized Bank duly pledged to the Superintending Engineer / Executive Engineer otherwise their tender will not be considered.

The earnest money will be credited to unsuccessful tenderers after award of the tender to the successful tenderer and will not Carry any interest.

4 a) The Plan specification for the work can be seen at the office of Superintending Engineer / Executive Engineer, during working hours. The specification and instruction given in the approved plans should be followed strictly during execution of work.

b) All other information's can be obtained on applications to the Project Administrator, ITDA, Kaptipada, Udala
5. To avail the exemption of EMD, the intending Engineering Contractor should follow the instructions as Works Department Letter No. 600 dt. 18.01.2011.

6. The Project Administrator, ITDA, Kaptipada, Udala, reserves the right to reject any or all the tenders received without assigning any reason thereof.

7. The tenderer whose tender is selected for acceptance who have not fixed deposit with the Project Administrator, ITDA, Kaptipada, Udala shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit of 1% of the tendered amount so that the earnest money and initial security deposit will be 2% of the tendered amount as shown in clause 3 above and sign the agreement in the P.W.D. form No. P1 (Schedule XLV No.61) of the fulfillment of the contract in the office of the Superintending Engineer / Executive Engineer.

The security deposit, together with the earnest money and the amount withheld according to the provisions of P1 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall be entailed for forfeiture of the earnest money. No tender shall be finally accepted until, the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the Government shall be the foundation of rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officers authorized to enter into the contract on behalf of the Govt. The Department will accept the security deposit in the form of National Savings Certificate/ postal time deposit pass book/POSB/KVP/TDR/FDR of any Nationalized Bank duly pledged to the Project Administrator, ITDA, Kaptipada, Udala, and in no other form. In case of the tenderers who have made fixed deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

8. The percentage should be quoted in words and figures and the units in words otherwise the tender will be liable for rejection. In case of any discrepancy between words and figures, the words shall prevail and in case of discrepancy between unit rate and total the unit rate shall prevail. The tender shall be written legibly and free from erasures, over writings conversation of figure Corrections where unavoidable should be made by scoring cut initialing dating and rewriting.

9 The contractors will be responsible for payment of all royalties other charges for quarrying materials. All local taxes inclusive of state GST & income Tax, Ferry and Tollage charges and Octroi Taxes, Cess are to be paid by Contractor.

10. The tender may not, at the discretion of the competent authority be considered unless accompanied by attested copies of GSTIN, PAN non assessment certificate as the case may be and the original certificate produced before the procurement officer, after opening of the tender when the authority desires.

11. If the contractor remove any materials or stock so supplied to him from the site of work with a view to disposing off the same dishonestly he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty so imposed shall be recovered from any sum that may than or at any time thereafter become due to the contractor or from the proceeds of sales thereof.

12. The contractor should be fully liable to indemnity the department for payment of any compensation under "Workmen" compensation Act VII to 1923, on account of the workmen being employed by him and the full amount of compensation paid will be recovered from the contractor.

13. Every tenderer must examine the detailed specification of Odisha before submitting his tender. The right is reserved without imparting the contract to make such increase or decrease in the quantities or times of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase or decrease shall in no case invalidate the contract or rates. It shall be definitely understood that the Government do not accept any responsibility for the correctness or completeness of the

quantities shown in the schedule. The schedule is liable to alteration by omission, or addition or deductions and such omission shall in no case invalidate the contract and no extra monetary compensation will be entertained.

14 The contractor has to procure all the materials required for the work during execution including an alignment of machinery. T&P etc. at site, carriage, storing, etc, and tech. department will not be responsible at any time for supply of required materials and machineries.

However selected tenderer may take delivery departmental supply of materials if any available with the department and if needed by the tenderer during execution. The cost such materials if available and supplied by the department will be recovered at the local market rates prevailed at the time of execution or at the issue rate of department prevailing at that time whichever higher. However the department is not binding for supply of materials as required by the tenderer.

15. **CEMENT** : Cement to be used for works, shall be any of the following with the prior approval of Engineer.

- a) Ordinary Portland cement conforming to IS : 269 capable of achieving the required design concrete strength (guidance may be taken from IS.SP : 23 "Hand book on concrete Mixes" for ascertaining the minimum 7 days strength of Cement required to match the design concrete strength).
- b) High strength ordinary Portland cement confirming to IS. 8112.
- c) Portland Slag Cement Confirming to IS : 445

16. Reinforcement/untensioned steel : For the plain and reinforced Cement (43 Grade) concrete work, the reinforcement/ untensioned steel as the case may be shall consist of the following grades of reinforcing bars, designated by their characteristic strength where characteristic strength f_e shall be taken as that specified in governing IS : 1786 specification listed in Table 1000. 1 as the minimum value of 0.2 percent proof stress or yield stress.

TABLE 1000.1

Grade Designation	Bars confirming to Governing IS Specifications	Characteristic Strength " f_y " Mpa
Fe 250	I.S.:432 (Part-1)	250
Fe 415	I.S.:1139 HYSD	415
Fe 500	I.S.: 1786 HYSD	500

Other grades of bars not confirming to IS 432, IS 1786 shall not be permitted. Bars manufactured in conformity with relevant specification of IS 423 Part-1 and IS 1786 from properly identified heats of continuous cast steel on rolled semis shall be permitted to be used.

17. The contractor must have to arrange by themselves cement such as IDCOL, OCL L&T & SAIL, TISCO; and steel from approved manufactures get it tested in the departmental laboratory and approved by the department before use. No extension of time escalation of price on such account shall be entertained in future. The contractor has to produce the original bills from the manufactures in support of purchase along with each bill.

18. All the required machineries for the work are to be arranged at site by the contractor at his own cost and department is not responsible for supply of any machinery like, Concrete Mixers, Vibrators, Road Rollers, Sheep foot rollers etc.

19. All reinforced cement concrete work should confirm to Odisha Detailed Standard Specification & should be of M. 150 and M. 200 equivalent to nominal proportion (1:2:4) (1:1¹/2:3) having minimum compressive strength in work test of 150Kg. Cm²/ 200Kg.Cm.Sq. in 15 Cm. Cubes at 28 days after mixing and tests conducted in accordance with IS-456 & 516 using 12mm to 20mm size hard black broken granite chip (20mm. size not to exceed 25%)

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

21. For the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the State of Odisha it is agreed that-neither party to the contract nor the 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.

22. After the work is finished all surplus materials and debries are to be removed by the contractor and preliminary work such as GSTINs, mixing platforms etc. are to be dismantled and all the materials are to be removed from the site. The ground up to 30M (100ft) wide from the building should be cleaned and dressed. NO extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.

23. The contractor shall not interfere with the execution of water supply or Electrical fitting arrangement and any other works entrusted to any other agency by the department at any time during the progress of the work.

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

25. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangement for night work whenever necessary at his own cost.

26. Taking out water from the foundation either rainwater or subsoil water if necessary should be born by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of these incidental items of work.
27. All the quantities mentioned in the schedule are combined for ground floor and multi floors, and in case of multistoried building the rates should be the same.
28. Cement concrete in roof slab, beams etc, whenever prescribed by the Engineer-in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixers vibrator, pumps etc, for the purpose.
29. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of works of extra quantity of any items besides estimated amount. A written order must be obtained from the responsible officer of P.W.D./R.W.D. and rates settled for the extra items of works of extra quantity of any item of work according of Clause-II of P1 contract. The rates of any items not covered in the agreement will be arrived on deriGSTINion from the rate of same class of item of work with any difference specification provided in the agreement with addition or subtraction of corresponding cost of materials. In case, no rate can be derived from the agreement the same will be arrived or derived from the schedule of rates at that time of actual execution of that time of work.
30. The tenderer shall have to abide by the C.P.W.D safety code rules introduced by the Government of India Ministry of Works, Housing and supply in their standing orders No.44 to 50 dated 25.11.57 which can be seen in the office of the Executive Engineer on working hours in any days.
31. Tenderers are required to abide by the fair wage clause as introduced by the Government of Odisha. Works Department No.CA VIII R. 18/52-5 dt.26.2.55 and NO.II M 54/61-28842 by dt.2.9.61. IN case of any complain by the labourer working about the nonpayment or less payment of his wages as per minimum wages Act, the Executive Engineer will have the right to investigate and if contractor is found to be in default he may recover such amount from the dues of the contractor and the due amount to such labour directly under intimation to the local labour officer and the Government and the decision of the Executive Engineer will be final and binding on the contractor.
32. The contractor will be responsible for the loss or damage if any departmental materials equipments supplied to him under clause 13/30 during execution of the work due to reason what-so over and the cost of such materials will be recovered from him at the prevailing stock issue rate plus storage charges of market rates whichever is higher.
33. The contractor should arrange at his own cost necessary tools and plants, machineries concrete mixer and vibrator and other machineries such as pumps etc, required for the efficient execution of the works and the percentage quoted should be inclusive of the running charges of such plant and cost of consumables.
34. The contactor will have to submit the monthly return of Labour Highly Skilled, skilled, Semi-Skilled and unskilled by him on the work.
35. The tenderers are required to go through each clause of P.W.D. Form NO.F-2 carefully in addition to clause mentioned herewith before tendering.
36. NO part of the contract shall be sub-let without written permission of the Project Administrator, ITDA, Kaptipada, Udala or transfer made by power of attorney authorizing others to receive payment on contractor's behalf.
37. If further necessary information is required, the Project Administrator, ITDA, Kaptipada, Udala will furnish such. But it must be clearly understood that the tenders must be received in order and according to instructions.
38. Cement shall be issued by bags and weight of one cubic meter of cement being taken as 14-42 quintals.
39. In the event of any delay due to Department in the supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any such circumstances for which a no claim undertaking has to be furnished by the contractor in the prescribed proforma along with the application for extension of time submitted by him.
40. No contractor will be permitted to furnish their tenders in own manuscript papers.
41. Every tender is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability, of materials, medical aids, labour and food stufis etc, and the rates should be inclusive of all those items of works. In every case the materials must accompany with the relevant specification and samples of stones metals chips etc, and order materials to be used are to be deposited in sealed bags duly labeled noting the name of quarry under dated initials by the tenderer for approval of the Project Administrator, ITDA, Baripaa.
42. Government will not however after acceptance of contract rate pay any extra charge for lead or any other reasons in case the contractor is found later on to have misjudged the materials available.
43. All fittings for doors and windows if supplied by the contractor should be of best quality and should be got approved by the Executive Engineer, before they are used on work.
44. The tenders containing extraneous conditions not covered by the tender call notice are liable forrejection.

45 The contractor shall have to furnish a certificate in the prescribed proforma along with the tender the effect that he is not related to any officer of P.W.D./R.W.D. of the ranks of Assistant Engineer and above and any officer of the rank of Assistant Secretary and above of the Works Department / R.D. Deptt.

46. I/We hereby certify that I/We am/are not related to any officer to P.W.D./R.W.D. of the rank of Assistant Engineer and above and any officer of the rank of Assistant Secretary and above of the forfeiture Works Department/R.D. Department. I/We am/are also aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of E.M.D. and total security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation..

I/We also note that non submission of this certificate with tender my/our tender is liable for rejection.

47. All the tenders received will remain valid for a period of ninety days from the date of receipt of tenders. The period of validity can also be extended if agreed to by the Department and the contractor.

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

49. Tenderers are required to submit (a) a list of works in their hand in the prescribed proforma herewith
(B) List of works executed along with the tender.

50. DELETED

51. All reinforced cement concrete works lintels, column beam, chajja, Roof slab and other such works should be finished smooth and no extra charges for plastering if required be paid by the department.

52. DELETED

53. The contractor shall employ one or more Engineering Graduates or Diploma Engineers as apprentices at his own cost for works costing Rs.2.5 Lakhs or more. The apprentices will be selected by the Chief Engineer, R&B Odisha. The stipend to be paid to the apprentices should not be less than 2000 and Rs.1600 per month in case of Graduate Engineer, Diploma holders respectively. The period of employment will commence within one month from the date of issue of work order and would last till the date when 90% of work is completed. The number of apprentices employed should be fixed by Chief Engineer in a manner so that the total expenditure does not exceed 1% of the Tendered cost of the work (under Works & Transport Department NO.67811 dtd.12.8.67) (The stipend rate will effect as per Works Department notifications changed from time to time)

54. The tender shall bear cost of various incidental sundries and contingencies necessitated by the work failing of within the following or similar category.

- a) Rent royalties other charges of materials octroi duties all other taxes including DMF (10% over royalty), EMF (5% over royalty), Additional Charge, GST, ferry/tools conveyance charges and other cost on account of land and building including temporary building required by the tenderer for collection of materials storage housing of staff or other by the tenderer for purpose of the work. No rent will however be payable to Government for temporary occupation of land or owned by Government at the site of the work.
- b) Labourers camp or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of local health authorities.
- c) Suitable water supply including pipe water supply whenever available for the staff and the labour as well as for the work.
- d) Fees and dues levied by the Municipal Canal or water supply authorities.
- e) Suitable equipments and wearing apparatus for labour engaged in risky operations
- f) Suitable facing barriers signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.
- g) Compensation including cost of suit for injury to persons or property due to neglect of any major precautions and also sums which may become payable due to operation of workmen compensation etc.
- h) The contractor has to arrange adequate lighting arrangements for night work wherever necessary at his own cost.
- i) The contractor has to arrange all the building materials including equipments required for undertaking under required piles foundation for starting the work.

55 All statutory deduction will be made as per the current Govt. Guidelines

56. Where it will be found necessary by the department the Officer-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Order regarding the work whenever necessary are to be entered in this book by the Officer-in-charge of R.D. with their dated signatures and duly noted by the contractor or his authorized agent, with their dated signatures. Ordered 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 order book shall be the property of the Department and shall not be removed from the site of work without written permission of the Project Administrator, ITDA, Kaptipada, Udala / Executive Engineer and to be submitted to the Engineer-in-charge every month.

57. The contractor shall make requisition of claim book from the date of commencement of the work from the department and shall maintain to proper P.W.D. from with pages serially numbered in order to record items of work which are not covered by this contract and are claimable as extras. Claims shall be entered regularly in this book under the dated signatures of the contractor or his duly authorized agent at the end of each month. A certificate should also be furnished along with these claims to the effect that beyond this claim entered in the book, the other claims up-to-date. If any month there are no claims to record, certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should give as far as possible the quantities and as well as total amount claimed the claim book must be submitted by the contractor regularly by 30th/ 16th days of each month for orders of the Engineer-in-charge or competent authority. Claims not made in this manner or the claims books not maintained from commencement of the work are liable to be summarily REJECTED. The claim book is property of the P.W.D. and shall be finally surrendered by the contractor to the Executive Engineer (i.e. Engineer-in-charge) after completion of the work before decision of the contract by the department whichever is earlier for record.

58. Over and above to these conditions the terms and conditions and rules & regulations as laid down or Odisha Detailed Standard Specifications and Odisha P.W.D. code are also binding.

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

60. DELETED

61. The date of issue of the notice to the contractor to attend Division office for signing the agreement shall be treated as the date of commencement of work.

62. DELETED

63. The tenderers are required to pay royalties of all materials as per the rate prescribed by State Govt. from time to time. They are also required to produce receipt duly obtained from the authorities concerned at the time of each payment in proof of such payment of royalties to the Govt. as per the actual quantities of materials used in a particular work. In case the contractor fails to produce such receipts, the cost of royalties of all such materials will be recovered from the contract bills at the rates prevailing and prescribed by the Govt. and the same will be remitted to Govt. on behalf of the contractor and in such case of recovery, no claims whatsoever, will be entertained.

64. Numbers of tests as specified in IRC/ MOST/ I.S.I./ Specification required for the construction of roads/ Bridges. Building or any structural works will be conducted in any Govt. Rest House/ Deptt. Laboratories/ reputed materials testing laboratory as to be decided by the Engineer- in charge. Testing charges including expenditure for collection/ Transportation of samples/specimen etc, will be born by the contractor. The collection of samples and testing are to be conducted both prior to execution and execution as may be directed by the Chief Engineer, (Buildings & Bridges), R.W Odisha, Bhubaneswar and on both the connected the cost shall be borne by the contractor.

65. DELETED

66. DELETED

67. Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the state of Odisha. Like "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 Engineering 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 Chief Engineer Odisha may however assist the contractor with names of such unemployed Graduate Engineer and Diploma Holders if such help is sought for by the contractor.

The names of such engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender as to , who would be supervising the work.

Each bill of the special "A" class contractor shall be accompanied by an Employment Role of the Engineering personal together with certificate of the Graduate Engineer of Diploma Holder so employed by the contractor to the effect that the work executed as per the bill which has been supervised by him.

68. The contractor shall abide by the fair wages clause of the contract together with latest revised labour rates and such other statutory increases by Government from time to time for which no claim or compensation what –so ever shall be entertained.

69. The contractor will not claim anything in any shape what-so-ever from the Government, if the work is curtailed or stopped at any state either for want of funds or due to any other reasons.

70. The tenderers should write their full address in which they can be made corresponded on the envelope and arrange for receipt of the letters from the department, if temporally absent from the said the address. This office will not be responsible if letters sent to them returns undelivered due to their absence.

71. If the tender backs out from the office before acceptance of the tender by the competent authority penal implication for forfeiture of E.M.D. will be levied and the tenderer is to be abide for the same.

72. The tenderer should not write anything on the unnumbered/blank pages of this schedule. Writing

anything in such pages shall make the tender liable for rejection. The contractor has to produce the original bills from the aforesaid manufactures in support.

73. An affidavit is to be furnished by the contractor at the time of submitting of tender about the authentication of tender documents.

74. Additional performance security shall be deposited by the bidder as per Govt. of Odisha Works Deptt. Office Memorandum No. 173, dt. 03.01.2026.

75. **Payment for variation in price -**

Price Adjustment

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.

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 is:

98 (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:

$$VM = 0.85 \times P_m / 100 \times R \times (M_1 - M_o) / M_o$$

VM = 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_o = 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.

M₁ = 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. 98

(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:

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

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

C_o = 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.

C₁ = 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

98 (a) (iii): **Adjustment for Steel Component**

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

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

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

S_o = 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.

S₁ = 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 (Mild Steel long products) has been chosen to represent steel group.

98 (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 IOCL I 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 IOCL I BPCL depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

98(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.

98(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.

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

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 IOCL/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 IOCL/ 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.

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

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.

98(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.

Cl. No- 31 of F2/P1 contracts SI 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			REFER CONTRACT DATA
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	Wholes 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 IOCL/HPCL depot			
31 (a) (v)	Pipes	Wholesale price index for the type of pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Mistry of Commerce and Industry			
31 (b)	Labour	Minimum wages notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			
31 (c)	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot			
31 (d)	Plant & Machinery	Wholesale price index for Manufacture and machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Mistry of Commerce and Industry			
			Total		100.00%

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]

SI No	Category of Works		% Component (Cost wise)		
			Labour (P1)	POL(Pf)	Steel (Ps) + Cement (Pc) + Bitumen (Pb)+ Pipes (Ppi)+ Plant & Machinery Spare & Component(Pp) + 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	<u>Pipe-70%</u> *Machinery+ Other material-20%
		Sewer Line	5	5	<u>Pipe-70%</u> *Machinery+ Other material-20%

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

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

76. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2 (a) of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-

Progress of work and Re-scheduling programme.

The Project Administrator, ITDA, Kaptipada, Udala shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

As per amendment to Para-3.5.18 Note-VIII of O.P.W.D. Code Volume-I, before acceptance of the 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 part of the agency to achieve the Milestone Liquidated damages will be imposed. .

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

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

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

The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

Extension of the Completion Date.

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

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

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

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

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

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

Compensation for Delay.

If the contractor fails to maintain the required progress in terms of clause 2 of **P-1 Contract** or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 of **P-1 Contract** or that the work remains incomplete.

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

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5 of **P-1 Contract**, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the

progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

Bonus for early completion

Amendment to Para 3.5.5 (v) Note – I of OPWD Code Vol.-I (as per Works Department O.M. No.1046 dtd.28.01.2015) by way of substituting “Road work” at Sl. No-2 with “Road work/Bridge work” (excluding the project funded by MoRTH, Govt. of India).

The work is to be completed in all respects within the period mentioned in the TCN in calendar months from the date of written order to commence the work.

Incentive should be paid in respect of individual project for new construction/substantial additional or improvement works, the minimum value of which is mentioned below:

Name of work	Minimum value
1. Building work/ PH. Work	Rs. 40.00 lakhs
2. Road work	Rs. 3.00 crores
3. Irrigation work	Rs. 10.00 crores

Amendment to Para 3.5.5 (v) Note – iii of OPWD Code Vol.-I by inclusion

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 Executive Engineer to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received within 7 (seven) days of such completion by the concerned Superintending Engineer, Chief Engineer & 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 the contract period = 4% of contract value.
- Before 10% to 20% of the contract period = 3 % of contract value.
- Before 5% to 10% of the contract period = 2% of contract value.
- Before 5% of the contract period = 1% of contract value.

The amount of bonus, if payable shall be paid along with final bill after completion of work.

Management Meetings.

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

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

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-

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

Piles :

Latest I.S. specifications to be followed for execution of the items are (1) I.S. 2911 (Part – III& part IV) . revised, (2) I.S. 455 (3) I.S.-1489, (4) I.S. -456, (5) I.S. 383, (6) I.S. 1786 & (7) I.S. - 2720.

- **General:** At the time of filling his tender, the contractor shall visit and inspect existing site to examine the nature of ground, type of soil levels etc. No claim or allowance what so ever shall be admissible on this account or on account of omissions in the levels or the description of the ground turning out to be different from what was shown on the drawings.
- **Setting out:** The contractor shall locate and layout all the piles at his own cost or as per drawings and approval of the Engineer in charge. If at any time during the progress of the work any error shall appear or arise in the position, levels, divergence & alignment of any part of the work, the contractor on being required to do so by the engineer in charge shall at his own cost rectify such errors to the satisfaction of the engineer in charge unless such error is based on incomplete data

supplied to the contractor. The contractor shall carefully protect all bench marks. Pillars, sight rails, pegs and other things used in setting out.

- **Material:**

- i. **Concrete:** The concrete for piling work shall be controlled as per specifications for the cement concrete and of grade specified on the drawings. The minimum cement quantity should be as per IS 2911 (Part-III).

c) **Reinforcement:** The reinforcement for piling work shall be as per specifications for the cement concrete and of grade specified on the drawings.

d) **Bentonite :** Bentonite as brought to the site and prior to mixing shall be in accordance with the following specifications :

- (a) a certificate is to be obtained by the contractor from manufacture of the bentonite powder stating the manufacturer's consignment and the properties of consignment as determined by the manufacturer. The certificate shall be made available to the engineer in charge on request.
- (b) The bentonite powder shall be mixed thoroughly with clean fresh water. The percentage of bentonite used to make the suspension shall be such as to maintain the stability of the excavation trench / bore.
- (c) Control tests are to be carried out on the bentonite suspension using suitable apparatus to determine.
 - A. The density
 - B. The viscosity
 - C. The shear strength
 - D. The PH value of the freshly mixed bentonite

These tests shall be carried out initially until consistent working pattern has been established.

- When the tests show consistent behaviour some or all tests may be discontinued at the discretion of the engineer in charge.
- Prior to placing concrete the contractor shall ensure that contaminated bentonite suspension has not accumulated in the bottom of the trench to impair the free flow of concrete. The contractor shall state the method of testing checking this item along with the tender and obtain approval of the engineer in charge prior to commencement of the work.
- The temperature of the water used in mixing bentonite suspension and of the suspension and of the suspension supplied to the trench excavation shall not be less than 5 deg. Centigrade.
- During construction the level of the bentonite suspension in the trench shall be maintained within the depth of the guide walls and at a level not less than 1.0 m. above the level of external standing water if any.
- In the event of the sudden loss of bentonite suspension, the trench shall be backfilled without delay and the instruction of the engineer-in-charge shall be obtained on further course of action.
- Where saline or chemically contaminated water is encountered, special measures shall be taken as desired by the Engineer-in-charge.
- All reasonable steps shall be taken to prevent the spillage of bentonite suspension on the site away from the immediate vicinity of the wall. Discarded bentonite and suspension, which has been pumped from the trench, shall be immediately removed from the site.
- Piling System.

- i. These specifications cover only bored cast-in-situ under reamed piles.
- ii. Termination levels of piles shall be as shown on the drawings or as decided by the engineer-in-charge during the progress of construction keeping in view the initial test result.
- iii. In order to satisfy himself about the adequacy of the proposed length and anticipated safe load carrying capacity of the piles the contractor shall examine the soil data available with the engineer-in-charge.
- iv. A pile capacity assumed by the contractor in his quotation whether it is the one that is given in the drawing or is the one computed by him will be guaranteed by him.
- v. The assumed safe carrying capacity of the piles shall conform to relevant I.S. specification for working piles.
- vi. If the interpretation of load test indicates that the safe bearing capacity of the piles is less than the assumed and guaranteed by the contractor additional piles will be provided by the contractor at his own cost.
- vii. The contractor shall guarantee safe bearing capacity of all piles.

- **Under Reamed Piles:**

- Under reamed piles shall generally be in accordance with the relevant provisions of IS 2911.
- The diameter of the under reamed bulb shall be 2.5 times the diameter of the pile stem.
- Unless shown the center to center spacing to the piles shall not be less than twice the diameter of the bulb.

The piles shall be designed to carry compressive as well as up lift forces due to groundwaterhead. The theoretical calculation of the load carry capacity and the uplift or anchorage capacity of the piles based on the soil conditions shall be submitted to the Engineer-in-charge.

Effect of grouping the piles shall be considered in the design calculations.

The Engineer-in-charge reserves the full right of demanding modification or complete revision of design calculations submitted by the contractor.

The Engineer-in-charge reserves the full right to adjust the bearing capacity of the piles depending on the performance of test loading.

- **Construction of Techniques:**

- Safety of existing structure:** The contractor shall take every precaution to avoid damage to the existing structures in the vicinity as a result of construction of pile foundations. All claims arising out of damage to the existing structure due to the construction of piles shall be done by contractor.

Bore holes: Boreholes shall be made by any standard method. The contractor will submit along with the tender a description of the equipment and of the method of the boring he proposes to use for checking and approval by the Engineer-in-charge.

- If high water table is encountered causing possible instability of the bores, boring and under reaming shall be carried out using a suitable fluid such as bentonite slurry. In addition normal spiral or modified augers having arrangements to avoid back suction shall be used.

- **Placing of Concrete:**

- The boreholes shall be cleaned of all soil cuttings and sediments before placing concrete.

- Concrete shall be placed through a funnel so as to fill the entire volume of borehole without formation of voids. Mechanical vibrators shall not be used.

Under water concreting shall be carried out by displacement method and a termite pipe of diameter of not less than 15 cm having suitable protective arrangement at the lower end may be used.

- The minimum pile stem diameter for under water concreting shall be 25 cm.

- The volume of concrete placed shall be observed in the case of first few lines. The average figure thus obtained shall be used to check possible undue variations in the volume in the subsequent piles. In case of significant variations, the contractor shall investigate the possible causes to the complete satisfaction of the Engineer-in-charge whose decision in this regard will be final and binding on the contractor.

- When using the bentonite slurry technique utmost care shall be taken to avoid mixing of slurry with concrete. In any case the method of concreting shall be subject to the approval of the Engineer-in-charge.

- **Finish Pile Heads:**

- The top of the piles shall be brought up above the specified cut off level by at least 30cm. To permit all the laitance and weak concrete to be removed and to ensure that the pile can be properly keyed into the pile cap by a minimum of 5 cm. This additional concrete shall not however be paid extra.
- The reinforcement in the pile shall be exposed for a length of at least 50 times the diameter of the Tord steel used or as specified in the drawings beyond the theoretical point of cut off of the pile to permit to be adequately bended into the pile cap.

- **Control of Alignment and Tolerances:**

- Errors in setting out shall not exceed 12mm, measured horizontally from the center of the piles.
- If the piles are not found to be in the exact position or out of plumb by more than 1% or if they are found to be skew or defective in any other manner, they shall be rejected and the decision of the Engineer-in-charge will be final and binding in this regard.

- **Defective Piles:**

- The Engineer-in-charge will have full authority to reject any pile at the time of chipping of excess concrete to bring the level of the pile head to the cut off level, in case it is found that,

- a. Diameter of the pile at the cut off level is smaller than the diameter specified.
 - b. Location of the pile is outside the limitations prescribed in these specifications.
 - c. Concrete at the cut off level is of poor quality or is of less strength than had been specified.
 - d. Diameter of bars, spacing, shapes or lengths of piles reinforcement do not conform to details given in the drawings or the reinforcement cage is disfigured, distorted, displaced or otherwise damaged in any manner.
 - e. Anchorage length of the reinforcement bars at the cut of level is inadequate.
- iii. The contractor shall make good the piles, pull out the piles or provide new piles in place of the rejected piles at his own cost and without any additional cost to the client even if the pile had been accepted at the time of boring. The final acceptance of all piles shall be made after the pile head has been brought to the cut off level, all reinforcement required to be embodied in pile cap exposed and after all measurement have been completed vis a vis the layout of the piles.

- **Load Tests:**

Testing Procedure: The contractor, along with his tender, shall submit a description of his procedure for carrying out load tests. The engineer-in-charge reserves the full right to demand a modification of the test procedure proposed by the contractor at no extra cost.

Number of Initial test Piles: To determine the safe load of a pile or group of piles as per IS 2911(Part IV). No payment shall be made for initial test piles and its testing. The contractor should include in his rate his expenditure towards initial load test piles and initial load testing.

Routine Load test: Routine test shall be conducted on 2% of the total number of piles, for which the contractor will be paid as per relevant items in the BOQ.

Equipment: The contractor shall provide all necessary equipment for applying specified vertical load on the top of the test pile and for measuring the settlement of the pile.

Loading device: the device for giving the vertical load shall be of suitable design to avoid impact, lateral forces, tilting etc. and shall have an arrangement for gradual application of load and for readings at close intervals. The load shall be in the form of suitable Kent ledge.

Apparatus for measuring settlement: The apparatus for measuring settlement shall consist of a dial gauge permitting a reading of 0.02 mm accuracy. The dial gauges shall be fixed to the datum bar whose ends rest upon non-movable supports. The supports for datum bar with reference to which the settlement of the pile would be measured shall be at least 5 d away, clear from piles, "d" being the diameter of the piles.

Loading procedure: the head of the pile shall be at the cut off level and shall be capped in such a manner as to prepare a horizontal plane – bearing surface. The maximum test load shall be twice the anticipated working load on the pile. Alternative loading and unloading shall be carried out for 25, 50, 75, 100, 125, 150, 175, 200 percent of the anticipated safe test load. Settlement and time shall be recorded in the beginning and end of loading and also for at least 2 hours after completion of each loading and unloading.

Sustained loading: The maximum test load of twice the anticipated working load on the pile shall be applied in increments of 25, 50, 75, 100, 125, 150, 175, and 200 per cent of the anticipated working load. Settlement reading shall be taken to the accuracy of 0.02 mm before and after the application of each new load increment. Additional load shall not be applied until the rate of settlement under the previous increments is less than 0.02 mm per hour or 2 hours have elapsed whichever occurs first. When loading has been completed, the full test load shall remain on the pile for 24 hours or for a longer period if the necessity is there or if indicated by the rate of the settlement of the pile and settlement reading shall be taken during and at the end of the period. During the unloading of the pile, the rebound shall be measured when the load remaining on the pile amount to 75, 50, 25 and 0% of the full test load with decrements of load released at not less than half hour intervals and with measurements of the rebound being released at not less than half hour intervals and with measurements of the rebound being made immediately before and after each decrement. The final rebound shall be recorded 24 hours after the entire test load has been removed.

Reports: The contractor shall submit the report of the load test, which shall include the following information.

- A description of the soil condition at the location of each test pile.
- A description of the pile and its boring record including boring time, rate, types of soil strata encountered and the stability of the sides, density of the bentonies used and any other relevant data.
- A tabulation of the loads and settlement readings during the loading and unloading of the pile.
 - Time load settlement curves.
 - Remarks concerning unusual occurrences if any during boring or loading of piles.

- **Basis of measurement:**

The length of the pile shall be measured from the theoretical cut-off point of the pile to its termination level.
 The length of the empty boring will be measured from the top of existing ground level at the time of starting of the particular pile to top of the theoretical point if cut off of the particular pile.
 The rate for the piles shall include the boring concreting with slump as per IS specifications complete in all respects in respective of the construction technique used unless otherwise specified in the schedule of quantities.
 The rate for load testing shall include the cost of all different operations involved like arrangements of the equipment including all Kent ledge, or dial gauge as well as preparation and furnishing of reports complete in all respect.
 The payment for the routine test pile or group of piles shall be made to the contractor only when the test is found to be satisfactory. For tests, which are found to be unsatisfactory, or which are not completed due to any reason whatsoever, no payment shall be made to the contractor.

- **Interpretation of test results:**

All test results and piling records shall be submitted to the engineer-in-charge in duplicate for his confirmation.
 Test results shall generally be interpreted as per relevant Indian Standard Code of practice. The engineer-in-charge may refer the test results to the consultants for their opinion and decision.

SPECIAL CONDITION

1. Machinery like concrete mixture, vibrator & Road roller etc, may be supplied subject to availability and on receipt of the application from the agency or contractor. In such case the agency is to submit proper receipt only after which machinery will be supplied.
2. Department T & P/ Machineries should be returned as soon as instructed by Asst. Executive Engineer concerned.
3. Extra item/ quantity can be executed by the agency only. In unavoidable circumstances with written instruction and permission of Superintending Engineer / Executive Engineer should be taken before taking up such items.
4. In case, any imperfection (any part of work) not completed in accordance with the contract becomes apparent in the work within 3 (Three) years from the date of final certificate of completion, the contractor shall make the same good at his own expenses or in default the Chief Engineer, (Buildings & Bridges), Rural Works, Odisha, Bhubaneswar may cause the same to be made good by other workman and deduct the expenses from the security deposit and the contractor shall be liable to pay any part of the expenses not so recovered by the Chief Engineer, (Buildings & Bridges), Rural Works, Odisha, Bhubaneswar.

CONDITIONS AND AGREEMENT FOR HIRING THE DEPARTMENTAL MACHINERY

This agreement made the of two thousand

Between.....

(here in after referred to as the hirer which expression shall unless excluded by or repugnant to the context include his hires executors administrators and assigns) of the one part and the Government of Odisha..... here in after referred to as the Governor which expression shall unless excluded by or repugnant to context include his successors (in office and assigns) of the other part.

Whereas the hirer is desirous of hiring the tools and plants of the P.W.D. Department of the Government and more particularly Specified in the schedule here under between here-in-after referred to as tools and the plant.

And where as Government has agreed to let in hire the tools and plant to the hirer on the terms and conditional here-in-after mentioned.

Now it is hereby agreed by and between the parties here to as follows:

1. In consideration of the agreement that hire charges be recovered from their bills for work executed on which this machinery will be used or any other dues outstanding in the names of the contractor in the book of

the department or any other Government department, the Government agrees to be computed from the date of delivery of the tools and plants to the hirer at the P.W.D. work shop at.....

2. The rate of hire charges will be as mentioned in the schedules attached.

3. The hire shall not transfer assign subject or any way part with the tools and plant or any part thereof without the previous written approval of the Engineer-in-charge.

4. On the expiry of the period of hire the hirer shall return the tools and the plant to Rural Development Department workshop/ store year at..... the same good condition in which they were received by him.

5. In the event of the tools & plant not being returned on the expiry of the mentioned period the hirer shall without prejudice and any other liability pay to the Government an amount equivalent to the rate of hire specified for the working period and an increase of ten percent.

6. The tools and plant shall be open for inspection at all times to the officer of the Govt.

7. The hirer shall not operate the tools and plants so hired for more than one shift two shifts of 8 hours each per day without the prior, sanction of the Engineer-in-charge. If the hirer operates the tools & the Plant beyond the aforesaid limit with the prior sanction of the Asst. Engineer he shall pay to the Govt. an additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.

8 In case of break down repairable at the site within a period 3 days hire charges as specified in the schedule will be levied except in case of major repair.

9 Normally the tools & plant will be supplied with operating staff.

10. The hirer shall be responsible for any claims for compensation for loss of life injury of damage to property etc. arising due to any case what-so-ever during the period the machinery is in his charges.

11 All Municipal or other dues and taxes payable on account to the use of the operation of the tools& plant for the period of hire shall be paid by the hirer.

12 The hirer shall make good to any loss or damages arising out of clause other than fair wear and tear to the tools & the plant during the period of hire. The cost recoverable from the hirer shall be full replacement value as determined by the Engineer-in-charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the officer shall be at liberty to make good himself such loss or damage and recover the cost there of from the hirer. The hirer shall pay to the said Engineer-in-charge on demand such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.

13 On the break of any terms or condition of this agreement by the hirer the Engineer-in charge shall be entitled to demand the return of the tools & the plant, and the hirer shall return the tools and plants within twelve hours from the date of receipt of such order in writing. In case of failure on the part of hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost of replacement value of the tools and plant.

14 In the case of any dispute between the hirer and the Govt. the decision of the Superintending Engineer/Chief Engineer shall be final.

15. In case any question, dispute or difference shall arise between the Engineer-in-charge and the hirer as to what additions or any ought in fairness to be made the amount of the hire by reason of break down of the machinery shut down of the work due to reasons beyond the control of the hirer though no fault of the hirer also to due increases in quantities of the work beyond included in the contract or due to any other matter or thing arising under or out of this contract except to the matters left to the sole decision or requisition of the Engineer-in-charge under the clause in the contract then such questions dispute difference should be referred to the arbitration and decision of an arbitrator to be shown by both the parties to the contract. The award of such arbitration shall be equivalent to final decision of the matter.

16. This agreement shall be operated by the Engineer-in-charge on behalf of the Govt. and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

**CONDITIONS FOR ISSUE OF PLANT
AND MACHINERY TO CONTRACTORS ON HIRE**

- 1 Tools and plant will be issued to the contractor only if it is desirable in the interest of Government work and if these can be spared without inconvenience to the department. The sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim what-so-ever will be entertained for any delay in supply of the department.
- 2 An agreement shall be entered into by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including the refund of security deposit will not be made until the total amount due to Government on account of hire of machinery etc. is recovered in full. Full amount of hire charges due from the contractor at any time shall be recovered from his next subsequent bill.
- 3 All transit and incidental charges in connection with the dispatch of tools and plant and machinery from work shop/ shed/ depot and return there to will be borne by the contractor.
- 4 The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery is made over up to and inclusive of the date of its return even though the same day may not have been utilized for any reason except for a major break down which may take more than 72 hours of repairs. The contractor shall immediately intimate in writing to the Engineer in charge when any plant or machinery gets out of order requiring major repairs.
- 5 The hire charges are for clock hours. In case of Tar-boilers, hot mix plant and any other machinery requiring similar preparation the working hours will include the time required to make up the boiler temperature and bringing the plant to the operating conditions before the actual start of work.
- 6 The machine will work in shifts of 8 hours each. Extra charges towards overtime wages. If any of the operating and maintenance staff will be leviable. These charges will be fixed by Engineer in charge from time to time. If no case the tools & plants shall be operated beyond 8 hours, in a shift without prior written permission of the Engineer-in-charge.
- 7 The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water required for washing the plants. In case of concrete mixers, pavers and similar equipment, the contractor shall arrange to get the hopper cleaned and the drums etc, washed at the close of the work each day.
- 8 The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and materials etc, on his part. The same will be returned only when they require major repairs or when, in the opinion of Engineer-in-charge the work of a portion of work for the same was issued is completed.
- 9 The tools and plant shall while in transit and in the custody of the contractor be at his sole risk and responsibility for damage and /or loss except fair wear and tear. The damage or loss, as assessed by the Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of articles lost the decision of Superintending Engineer shall be final. The contractor shall on or before the supply of the plant and machinery sign an agreement indemnifying the Govt. against loss or damage to the machine. The contractor shall also be responsible for any cause what so ever. The contractor shall provide full time chowkidar for guarding the plant and machinery at site.
- 10 If the articles are not returned within the date originally specified or extended by the Engineer-in-charge in addition to the normal hire charges, surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time and charged as working time.
- 11 In the event of the non return of machinery, the full value of the article at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due to respect or his other work under the State Government. The decision of the Superintending Engineer shall be final in case of dispute.
- 12 **FORMAL AGREEMENT:** The contractor shall before taking the possession of the machinery enter into an agreement with the Engineer-in-charge or his nominee in the form attached.
- 13 Log books for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the department and will be attested by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be the final and binding on him. Hire charges will be calculated according to the entries in the log book and will be binding on the contractor.

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related**(*) to any officer of ITDA in the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) - Strike out which is not applicable

Signature of the Bidder

Date: -

SCHEDULE- “B”

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED ORABANDONMENT
OF WORK BY THE TENDERER**

- | | | | |
|----|----|--|----------|
| 1. | a) | Is the tenderer currently involved in any litigation relating to the works. | Yes / No |
| | b) | If yes: give details: | |
| 2. | a) | Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. | Yes / No |
| | b) | If yes: give details: | |
| 3. | a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. | Yes / No |
| | b) | If yes, give details: | |

Note:

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

Signature of the Bidder

SCHEDULE – “C”**AFFIDAVIT**

- The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
- The undersigned also hereby certifies that neither **our firm M/s _____** nor any of its **constituent partners** / I have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.
- The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
- The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

SCHEDULE-D1 WORKING**EXPERIENCE****D-1. LIST OF SIMILAR NATURE OF PROJECTS COMPLETED / SUBSTANTIALLY COMPLETED DURING LAST EIGHTYEARS**

Name of Employer	Name of the project with location	Agreement amount/ Agreement No.	Date of starting the work as per Agreement *	Stipulated date of completion of the work as per Agreement*	Actual date of completion / substantial completion of the work*	Year wise expenditure incurred with break up (Rs in lakh)	Reasons for delay in starting/ completion , if any
1	2	3	4	5	6	7	8

Note:

* Certificate from the Engineer-in-Charge not below the rank of S.E./E.E to be furnished .

Signature of the Bidder

Signature of the Officer not below the rank of Executive Engineer

(Signed by an Authorized Officer of the firm or Bidder)

Date:

SCHEDULE-D2**WORKING EXPERIENCE****D- 2. LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS DURING LAST FIVE YEARS**

(As required under Cl. 14 (e)(ii) of DTCN)

Name of Employer	Name of the project with location	Agreement amount/ Agreement No.	Date of starting the work as per Agreement	Stipulated date of completion of the work as per agreement*	Revised target date of completion of the work, if any	Year wise expenditure incurred with break up (Rs in lakh)	Reasons for slow progress
1	2	3	4	5	6	7	8

Note:

* Certificate from the Engineer-in-Charge not below the rank of S.E./E. E to be furnished as per Cl. 14 (i)

Signature of the Bidder

Signature of the Officer not below the rank of Executive Engineer

SPECIAL CLAUSE

- a) All stock and store materials like cement, steel, Maxphalt paints etc, are to be arranged and supplied by the contractor himself as per I.S. specification subjected to approval of quality by the Engineer-in- charge.
- b) No monetary claim or compensation of any kind what so ever will be entertained by the Department nor this can be termed as a plea by the Contractor to apply for extension of time to complete the work
(This has been given effect form-1-4-96)

The machineries as and when required for execution of work should normally be arranged and supplied by the contractor himself. However machineries may be considered for supply by the Department on pre-requisition of the contractor in writing not less than one month before the date of engagement subject to availability of machineries in good condition in the department. at the discretion of the Divisional officer and at the hire charges fixed by the department from time to time.

- c) No cement will be supplied by the department and the contractor has to procure cement of approved quality as specified in the agreement at his own arrangement and produce the cash vouchers in support thereof in token of actual transaction without scope for reimbursement of extra cost involved if any.
- d) Payment will be made on receipt of bills in complete shape by the authority subject to availability of funds (Letter of Credit) under respective head of account. The department is not liable for payment of any compensation for delay in payment of running /final bill. Nonpayment of bills due to contingency if any, during the course of execution of works shall not be treated as a bar for suspending the work.
- e) The work is to be completed within the time limit prescribed in the Call Notice. The agreement will stands cancelled on the last day of the financial year. NO extension of time to this effect will be granted beyond last date of the financial year.

Additional performance security shall be deposited by the bidder as per Govt. of Odisha Works Deptt. Office Memorandum No. 173, dt. 03.01.2026

UNDERTAKING

I hereby undertake not to claim any compensation if the quantity of works is curtailed for want of allotment or any other reason what-so-ever if such curtailment be necessary in course of execution.

SIGNATURE OF THE TENDERER

Approved

Sd/-
Project Administrator,
ITDA, Kaptipada, Udala