

GOVT. OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE CHIEF ENGINEER, DRAINAGE
CUTTACK, GANDARPUR-753003

E-PROCUREMENT NOTICE NO. CE-DR-CTC-01/2026-27

email Id :- cedrainage@gmail.com

1.	Name of Works	:	Renovation of Petanalla from RD. 00 M to 2700M with Structures including Balance work of Phase - I in Cuttack City. (From RD 0.00 m (Outfalls) to RD 1090 m (Aswini Hospital Bridge), Reach-III.
2.	Nature of Work	:	1. Earth work 2. Structural work 3. Stone work
3.	Total number of Packages	:	1 no. individual package.
4.	Estimated Cost	:	Rs.1681.71 Lakhs
5.	Bid Identification No.	:	CE-DR-CTC/DD-CTC-01/2026-27
6.	Period of completion	:	18 (Eighteen) Calendar months.
7.	Availability of Tender On - Line.	:	15.05.2026, 16.00 hours to 08.06.2026, 17.00 hours.
8.	Date of Opening of Technical Bid.	:	09.06.2026 at 11.30 A.M. in the O/o the Chief Engineer, Drainage, Cuttack.
9.	Class of Contractor	:	"A" & "Special" Class.
10.	Bid Security/EMD	:	Rs. 16,82,000/- (To be remitted online)
11.	Cost of Tender paper	:	Rs.10,000/-
12.	Procurement Officer	:	Chief Engineer, Drainage, Cuttack, Gandarpur-753003

Further details can be seen from the Govt. web site www.tendersorissa.gov.in. Addendum / Corrigendum/ Cancellation if any required will be published only in Govt. web site www.tendersorissa.gov.in

sd/-
Chief Engineer
Drainage, Cuttack

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE CHIEF ENGINEER, DRAINAGE, CUTTACK, GANDARPUR-753003
INVITATION FOR BIDS (IFB)
BID IDENTIFICATION NO. CE-DR-CTC/DD-CTC-01/2026-27

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

1. Name of work : Renovation of Petanalla from RD. 00 M to 2700M with Structures including Balance work of Phase - I in Cuttack City. (From RD 0.00 m (Outfalls) to RD 1090 m (Aswini Hospital Bridge), Reach-III.
2. Class of contractor : "A" & "Special" Class (Odisha PWD or relevant class of other licensing Authority).
3. Approximate value of work : Rs. 1681.71 lakhs
4. Time for completion : 18 (Eighteen) Calendar months.
5. EMD/ Bid Security Required : Rs. 16,82,000/- (To be remitted online)
6. Cost of tender paper : Rs. 10,000/- per set (Nonrefundable) only to be remitted/ transferred online as mentioned in Detailed Tender Call Notice with the Technical Bid (Cover-I).
7. Mode of submission of Tender. : Tender should be submitted on-line in www.tendersorissa.gov.in
8. Period of availability of tenders on-line/ date of time of bidding on-line/ last date of seeking clarification/ date of opening of tender papers. : Details as follows:-

Procurement officer.	Bid Identification No.	Availability of tender on-line for bidding		Last date & time of seeking tender clarification	Date & time of opening of Technical Bid
		From	To		
Chief Engineer, Drainage, Cuttack	CE-DR-CTC/DD-CTC-01/2026-27	15.05.2026 16.00 hours	08.06.2026 17.00 hours	21.05.2026 up to 17.00 hours	09.06.2026 at 11.30 A.M.

Each set of bid document contains Technical Bid (Cover-I) and Price Bid (Cover-II) i.e. an intelligent bill of quantity in MS Excel format. The cover-I bid will be opened on **09.06.2026 at 11.30 A.M.** in the **O/o Chief Engineer, Drainage Cuttack** in presence of the tenderer or their authorized agents. The bidders and guest users can view the summary of opening of Bids from any system. Contractors are not required to present during the bid opening at the opening location if they so desire. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.

9. **Definitions**

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

- a) Approved / Approval – Means approved in writing.
- b) Construction Plant – Means all equipments, appliances or things of whatsoever nature required for the execution, or completion, maintenance of the works or temporary works but do not include materials or other things intended to form or forming part of the permanent work.
- c) Contract – means the instruction and information for tenderers General and Special related to the above.
- d) Contractor – means the particular person, firm or corporation with whom the contract has been made for executing the work.
- e) Drawing – Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the **Executive Engineer, Drainage Division, Cuttack** and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-Charge.
- f) Engineer-in-Charge–Means the Superintending Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Superintending Engineer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.

- g) Government – Means Government of Odisha, Department of Water Resources.
 - h) I.S.S. / B.I.S. – Means Indian Standard Specifications / Bureau of Indian Standard.
 - i) Temporary Works – Means all temporary works of every kind required for the performance of the contract.
 - j) Specification – Whenever the terms “Specification” is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.
 - k) Year - Means Financial Year.
10. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in excel format (or as specified in the portal) in appropriate place.
11. No tenderer will be permitted to furnish their tender in their own manuscript.
12. Bid Security / EMD @ 1%,of the amount put to tender i.e **Rs. 16,82,000/- for Bid Identification No. CE-DR-CTC/DD-CTC-01/2026-27** as per OM No-18138 dated 5/12/18 must be accompanied with tender.
13. The lowest preferred bidder is required to produce documents in original i.e. Registration Certificate (R.C.), valid GST Registration Certificate, GSTIN, PAN Card, Affidavit regarding authenticity of the tender documents, certificate issued by the competent authorities required for fulfilling eligible criteria as specified in the bid document. NRC along with ownership and hiring of plants and machineries etc. which were uploaded in the e-procurement portal during submission of tender to the inviting authority within the stipulated period i.e. within 5 days from date of opening of financial bid /lottery as applicable for verification. Bidder has to submit the original affidavit regarding authenticity of the documents to the inviting authority.
14. (a) Providing facilities to the Engineer contractor
- i) As per works Department No.FR-11/2001/10003/00 Bhubaneswar dt. 24.5.01, 5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.
 - ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.
- (b) Adjustment of earnest money given with other tenders previously and submitted in other tenders shall not be entertained.
- (c) Engineering Contractor desirous to avail EMD exemption have to submit affidavit to the effect that they have not yet availed 03(three) nos. of EMD exemption during the financial year 2026-27 and to upload the same in the e-procurement portal. He has to show the original registration certificate to the tender inviting authority as and when required for confirmation. The Financial Year means the year of bid invitation. The bid will be liable to be disqualified for non submission of affidavit in support of EMD exemption in the manner mentioned above.

- (d) The local Micro, Small and Medium Enterprises (MSME) will not be allowed for exemption of Bid Security / EMD at the time of participation in Tender with effect from 05.03.2025 vide O.M. No.4281 Dt.05.03.2025 of Govt. of Odisha, Works Department.
15. The work is to be completed in all respect within **18 (Eighteen)** calendar months from the date of issue of work order.
 16. The plans specifications and scope for the work can be seen in the office of the **Executive Engineer, Drainage Division, Cuttack** during any working days.
 17. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all documents which form part of the agreement to be entered into by the accepted tenderer and detailed specifications for Odisha and other relevant specifications and drawings which are available with the tender document or with the **Executive Engineer, Drainage Division, Cuttack**. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
 18. The bidder can resubmit his bid through online e-procurement mode out of which the system shall consider only the last bid submitted to the portal.
 19. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and foodstuff etc. In every case the materials must comply with the relevant specifications. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

The tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, leads, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work. The estimated cost is excluding GST. The rate of item basing on which estimate cost has been derived are excluding GST of different components to arrive such rates.

20. Each tenderer must quote a definite percentage upto two decimal points. Tenders containing indefinite terms such as estimated rates or schedule of rates or percentage basis will not be considered.
21. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.

22. BOQ in MS Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the rates in figures at the appropriate locations. The total amounts shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form. Bidders are to submit only the original BOQ updated by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission shall lead to cancellation of bid. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.
23. If any further necessary information is required the bidder can seek clarification on the bids within 7 days from the start of sale of bid document i.e. **21.05.2026 up to 17.00 hours**. The employer is responsible for the queries raised by the bidder will be posted in the portal.
24. The bidder shall submit the documents in the designated locations of technical bid (Cover-I) and Financial bid (Cover-II). Submission of bid documents shall be effected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. Clarity of the document may be ensured by taking out a sample printing.
25. All royalties payable, Income taxes & Surcharges as applicable will be borne by the contractor as admissible. It is implied that the quoted rates are inclusive of such elements.
26. Labour Welfare Cess @ 1% will be deducted from the work bill of the contractor as per resolution No. 12653 dt. 15.12.2008 of Labour & Employment Department, Government of ODISHA
27. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
28. Conditional tenders will not be taken in to consideration.
29. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
30. It is allowed to modify the bid through the e-procurement portal. The bidder shall have to log in the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and latest bid only will be admitted. But the bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.

31. Withdrawal of bid is also allowed in the e-procurement portal. The bidder has to click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this he has to write a letter addressed to officer inviting the bid and upload the scanned document from the portal in respective bid. The system shall not allow any withdrawal after expiry of the closure of the bid.
32. The e-procurement portal system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.
33. All tenders received will remain valid for 90 days from the date of opening of the tender and validity of tenders can also be extended if required without any monetary compensation.
34. **No Relation Certificate**

The contractor shall have to furnish no relation certificate in attached form along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer and above in the State P.W.D. or Under Secretary and above in the Water Resources Department., If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and he/she shall be liable to make good the loss or damage resulting from such cancellation.
35. The tender may not (at the discretion of the competent authority) be considered unless accompanied by attested true copies of Registration of Firms/S.S.I. unit/ EPM rate contract holder certificate, PAN Card, valid GST Registration Certificate GSTIN as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender. Attested true copy of work done certificate is to be furnished along with the tender obtaining from the Superintending Engineer concerned.
36. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and condition of O.P.W.D. code. The earnest money of the unsuccessful tenderer except the three lowest tenderer should be refunded on application. The EMD given by the other two parties except one whose tender is accepted should also be refunded within 15 days of acceptance of tender and drawl of agreement. After Award of Contract the EMD already transferred @1% shall be refunded to the successful bidder.
37. The EMD will be forfeited in any of the following cases.
 - a) If the bidder withdraws the bid after bid opening during the period of bid validity.
 - b) If the bidder does not accept the correction of the bid price.
 - c) In the case of a successful bidder if the bidder fails within the specified time limit to
 - (i) Sign the agreement or
 - (ii) Furnish the required performance security.

d) If any of the statements, documents, certificate uploaded by the bidder through e-procurement portal, is found to be false / fabricated / bogus; the bidder will be black listed and his EMD / Bid Security will be forfeited.

38. After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system **(Communicated vide OM No-07764600022025-173/W Dated 03.01.2026 of the Works Department, Govt. of Odisha)**.

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

(a) **Where the bid price is below 0% but not below 10% of the project cost put to bid**

no additional performance guarantee/security percentage is required.

(b) **Where the bid price is below 10% but not below 20% of the project cost put to bid**

the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

(c) **Where the bid price is 20% or more below of the project cost put to bid**

the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

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

(e) The additional performance security shall be treated as part of the performance security.

(f) Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of

the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

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

(h) The applicable Additional Performance Security (APS) in shape of N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account / KISSAN VikasPatra / Term Deposit Receipt of National Scheduled Bank / Bank Guarantee in favour of the Executive Engineer, Drainage Division, Cuttack from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Service Limited (NeSL) Digital Document Execution Portal within 7(seven) days of issue of Letter of Acceptance (LoA) by the Executive Engineer, Drainage Division, Cuttack (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder. (As per Works Department office Memorandum No.14459/W dated 20.09.2018) & 1499/W dated 01.02.2023

The time and venue of the lottery shall be uploaded in the tender Portal at the time of uploading financial bid opening summary sheet.

39. The tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender make an **Initial security deposit @2% of the accepted tender amount** and sign agreement in the P.W.D. form No.P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the **Executive Engineer, Drainage Division, Cuttack**. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of

the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt.

“Security for the due fulfilment of a contract should invariably be taken. The security may be taken in shape of NSC / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of Divisional Officer from any Nationalized Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal/ Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI). Such instruments shall be accepted towards Earnest Money Deposit (EMD) / Initial Security Deposit / any other Security Deposit from the Contractor or Supplier”(Ref.Works Department letter no. WORKS-FA-MISCSB-0003-2026 /4909 dt 12.03.2026).

40. The security will be refunded after one year on completion of the work in all respect provided the final bill is passed and will not carry any interest.
Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref. works Deptt order No. 17823/WE dt. 11.10.2006).
41. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone both physical and financial so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed as per condition of contract (section-4)
42. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
43. The date of commencement of work shall be as notified in work order.
44. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
45. On no account, the contract work should be sublet to any body without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.
46. The authority reserves the right to make such increase or decrease in quantity of items of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/ vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.

47. The work may be split up and distributed among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
48. That for the purpose of jurisdiction in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
49. Under section 12 of contract labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (labour license) to start the work.
50. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.
51. Contractor is required to abide by the fair wages clauses as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work.
52. In case of any complaint by the labourer about the non-payment of his wages as per latest minimum wages Act., the Superintending Engineer will have the right to investigate and if the contractor is found to be at fault, Superintending Engineer may recover such amount due in any form from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the Superintending Engineer is final and binding on the contractor.
53. The contractor will have to submit the **Executive Engineer, Drainage Division, Cuttack** monthly return of labour both skilled and unskilled employed by him on the work.
54. The contractor should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.
55. No compensation will be paid by the Department for any damage done by rain, flood, cyclone & earthquake tide or by any other natural calamities during the execution of the work.
56. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.
57. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing order No.44150 dated 25.1.1957.

58. The tenderer shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
- (a) Rent, royalties and other charges of materials & all other taxes including ferry tolls, conveyance charges and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, diversion road and its maintenance till completion of work required by the tenderer for collection of materials, storage housing of staff other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work. GST on works contract as applicable at the time of payment of R/A bill shall be paid extra over the gross amount of R/A bill.
 - (b) Labour camps or hutments including conservancy and sanitation arrangements upto the satisfaction of the local health authorities should be arranged by the contractor.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the municipal canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the workmen compensation Act.
 - (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
59. In case of delay in acquisition of land handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.
60. The department will have the right to supply at any time in the interest of the work and departmental material to be used in the work and the contractor shall use such materials at the stock issue rate fixed by the Department by adding + 10 percentage in a particular item of work or market rate whichever is higher.
61. If a contractor removes any Govt. material or stores supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of this contract be liable to pay penalty equivalent to (5) five times of the price of the materials cost. The penalty so imposed shall be recoverable at any time from the sum that may be due then

- or at any time thereafter become due to the contractor or from his security deposit or from his other available dues with the Department.
62. Over and above these conditions including the Technical specifications the terms, conditions, rules and regulations and specifications laid down in I.S.I. code are also binding on the part of the contractor.
 63. Deduction of income tax at source and surcharge on income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time(**present rate**....+ surcharge).
 64.
 - (a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.
 - (b) The rates quoted by the contractor in the tender for works shall exclusive of GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time.
 - (c) Deduction of GST at source will be made from each running account bill for the work prescribed by Odisha Goods & Service Tax Act-2017 or amended from time to time.
 - (d) 1 % (One percent) of the gross amount of the bill will be deducted from the contractor bill towards labourcess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
 65. The amount on royalties of different materials as utilized by the contractor in the work will be recovered from his bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution.
 66. Schedule of quantity accompanies the tender notice: It shall be definitely under stood that the Government do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omissions, deductions, additions or alternations shall in no way invalidate/ vitiate the contract and no extra monetary compensation will be entertained.
 67. Sample of stone, metal, chips, sand, cement, moorum etc. to be used are to be deposited noting the quarry under dated initial of the tenderer in the Office of the Concerned **SDO, Drainage Sub-Division No. - I, Cuttack** before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.
 68. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rate will be paid on actual analysis approved by the competent authorities prevailing during the period of execution of work.

69. All preliminary works such as vats, mixing platforms etc are to be done by the contractor at his own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be for finished items of works inclusive of such incidental items of works.
70. After the work is finished all surplus materials and debris's should be removed from 100 Mtr. clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises shall be made neat and clean and this is inclusive of the rates quoted by him.
71. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels whenever required at his own cost.
72. The contractor should arrange necessary tools and plants such as Pumps, Excavator, Trucks, compressors, Tippers, batching plants, Concrete Mixer, steel shutter plates etc. required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.
73. In the event of delay in supply of design reasonable extension of time shall be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.
74. Under no circumstances, interest is chargeable for the dues or any additional dues, if any payable for the work.
75. **An affidavit shall be furnished by the contractor** at the time of submission of tender paper about the authentication of tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid. The affidavit in original is to be produced before the officer inviting tender after opening of the tender positively.
76. Prediction of flood/monsoon Damage:
The contractor shall make his own arrangement at his cost to shift the machineries, equipment's, materials, labourer and departmental machineries if hired by the contractor to a safe place prior to flood. The work shall have to be resumed after the flood come to normal. No extension of time for the completion of the work may be considered by the Department if the discontinuance of the work is beyond the reasonable attempts of the contractor to such eventualities.
77. The debris, sand and other materials, accumulated in the work area during flood shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled up with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid again. The contractor will have to re-excavate the same at his own cost.

78. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against any damages either during working season or during the flood. The department accepts no liability, what so ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.
79. The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against such eventuality till completion and handing over the entire work to the Department.
80. Incase of discrepancy revealed between **P₁ form** and Detailed Tender Call Notice, condition in P₁ form shall prevail over the Detailed Tender Call Notice.
81. No claim for idle labour etc. on any account will be entertained by the Department.
82. The clause of printed form of **P₁ contract** with latest addition/ deletion/ corrections/ substitution etc. will also be binding.
83. If the 1st lowest bidder does not turn up for agreement after finalization of tender, then he shall be debarred from participation in bidding for three years & action will be taken to black list the contractor as per Codal provision in Annexure-II of Amendment to Para-3.4.14 Note-I of OPWD Code Vol-1.
84. Engineering contractor who is desirous to avail the facility of exemption of EMD is required to submit the affidavit (Duly signed by the Oath taking Commissioner/Notary) in online to the effect that he/she has not yet availed the facility for more than two works already awarded to him/her during the current financial year, failing which the tender will be liable for rejection.
85. **GENERAL INSTRUCTION TO CONTRACTORS(as per DOWR letter No.20415 dt.14.09.2015)**
- (a) Any agency or contractor executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti, Chaiti Parab, Danda Nata or any such festivals which may effect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.
- (b) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
- (C) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there isunusually heavy rainfall resulting in a declared calamity, the contractor is not eligible for any extension of time. The contractor should plan the deployment of workforce and machinery, so as to complete the work as per schedule considering ordinary vagaries ofnature. The same applies for borrow area ponding also. The contractor should foresee possible ponding of borrow area in monsoon and likewise lift more quantity of soil/ other

materials during dry period, so as to complete the work as per schedule.

- (d) The contractor should take up the work with due diligence in the acquired land without waiting for acquisition of entire land. This should be completed in proportionally less period depending on the quantum of available work front.
- (e) The Agency should plan his work programme and mobilize men and machineries considering the canal closure programme of a particular system or area. Kharif / Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely at the discretion of the Engineer-in-charge and can't be claimed as a matter of right.
- (f) There will be always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the agency. Extension of time on this ground may not be considered by the Division officer.
- (g) Only the day(s) of elections to the Local Bodies / Assembly / Parliament will be treated as non working day(s).

86. REMOVAL OF CONTRACTOR'S MEN

The Engineer in-Charge shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor in or about the execution or maintenance of the works, who in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Engineer in-Charge.

87. BRIBERY AND COLLUSION

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

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

89. The contractor will write percentage excess or less up to two decimal point only if he writes the percentage excess or less up to more than two decimal point, the two decimal point shall only be considered without rounding up.
90. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Letter No.4985/W dt.28.03.2007.
91. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority as per Works Department Memorandum No.16 dt.01.01.2015.
92. Joint ventures are not allowed in this tender.
93. Imposition of penalty in EOT / Deviation in case of complete / incomplete work will be as per the DOWR Letter No.699 dt.07.01.2021. (Copy enclosed as annexure-II of section-1 of tender document).
94. There will be no defect liability period for dredging works however, the agency has to follow basic principles of dredging to minimize siltation of dredged area.
95. Experience Certificate / performance record issued by the Engineer-in-Charge (Divisional Officer) to State PSUs and Experience Certificate issued by State PSUs to their Sub-Contractor, shall be taken into consideration, while examining qualifying criteria. The Experience Certificate issued by the state PSUs must carry the counter signature of the concerned Engineer-In-charge not below the rank of Executive Engineer/ Superintending Engineer. In that case, both the original State PSUs and the authorized Sub-Contractor will be treated at par as prime contractor.
96. The rate of item is inclusive of DMF, EMF and additional charges for Minor Minerals shall be twice of the royalty applicable for unit quantity of the respective Minor Minerals as per notification No-1194 dated 02.02.2026 of Steel & Mines Department, Govt. of Odisha has to be deducted from each RA bill as similar as in case of Royalty.
97. While determining the validity of tenders the following points shall be taken in to consideration by the authority empowered to accept tenders and his decision in the matter shall be final.
 - (a) Any special condition which does not find place in the tender notice and which are not acceptable.
 - (b) Indefinite conditions which will make it difficult for access to the financial implications.
 - (c) Tenders being incomplete in some important respects.
 - (d) Incomplete schedule of time for completion of the work.
 - (e) Failure to furnish the specified bid security.
 - (f) Tendered rates being unduly low and unworkable.
98. The bids of the technically qualified bidders will be opened for evaluation of the price bid.

99. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender.
100. The documents as per checklist and/or as requested to be submitted with the tender, failing which bid will not be considered for evaluation.
101. Defect Liability-The contractor shall be responsible to make good at his own expense, any defect which may develop or may be noticed before the expiry of twelve months from the certified date of completion and which is attributable to the contractor. All notices of such defect shall be given to the contractor promptly. In case the contractor fails to make good the defects, the **Executive Engineer, Drainage Division, Cuttack** may employ other persons to make good such defect, and all expenses consequent thereof and incidental thereto shall be borne by the contractor.
- In the event Government takes over portions of works, as they are completed, the liability of the contractor under this clause for those portions shall extend to a period of thirty six months from the actual date on which portions of the works are taken over.
102. Any balance of the security money outstanding after completion of the contract with the bidder may be made up by deduction of 5% of the amount of each payment to be made to him under clause of the condition of contract for work done under the contract
103. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

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