

GOVERNMENT OF ODISHA
e-Procurement Notice
OFFICE OF THE ADDITIONAL CHIEF ENGINEER
PHULBANI MINOR IRRIGATION CIRCLE: PHULBANI
e-mail Id: micirclephulbani@gmail.com

Letter No. 482 /WE Dt 06.05.2026./

To

The Manager,
Information & Public Relations Department,
Bhubaneswar.


Sub: Publication of e-procurement Notice Bearing No. ACEPMIC-01/2026-27
Sir,

In inviting a reference to the subject cited above, I am to request to arrange for publication of the e-procurement notice for the works reflected in the procurement notice as invited below vide this Office BID ID No. ACEPMIC-01/2026-27 in two leading Odia Daily and one English National Daily Newspaper before 13.05.2026.

e- Procurement Notice
BID ID.NO. ACEPMIC-01/2026-27.

1. Name of the Work	: As per Annexure to this bid notice.
2. No. of Works	: 03 (Three) Nos.
3. Estimated Cost	: Approximate cost varies from Rs. 123.18 Lakh to Rs. 235.90 Lakh
4. Class of Contractor	: 'B' & 'A' class
5. Period of Completion	: 10(ten)Calendar month each.
6. Date and Time of Availability of Bid Documents and Receipt of Bid Cost on online Payment mode in Portal	: From 13.05.2026 (10.00 Hrs) to 29.05.2026 (17.30 Hrs) in Website(www.tendersodisha.gov.in)
7. Last Date/Time for receipt of Bids in the Portal	: 29.05.2026 (Up to 17.30 Hrs.) through online only.
8. Date of Opening of Technical Bid	: 11.00 Hrs. Onwards on 30.05.2026 in the O/o- Additional Chief Engineer, Phulbani M.I. Circle, Phulbani
9. Name and Address of OIT	: Additional Chief Engineer, Phulbani M.I. Circle, Phulbani Madikunda Square, Near Panchayat Bhawan, PIN: 762001 Dist: Kandhamal.

Further details can be seen from the e-procurement market place <http://tendersodisha.gov.in>.


Additional Chief Engineer
Phulbani M.I. Circle, Phulbani

06/05

GOVERNMENT OF ODISHA
e-Procurement Notice
OFFICE OF THE ADDITIONAL CHIEF ENGINEER
PHULBANI MINOR IRRIGATION CIRCLE, PHULBANI
e-mail Id: micirclephulbani@gmail.com
NATIONAL COMPETITIVE BIDDING
BID ID.NO. ACEPMIC 01/2026-27

No. 483 Dt: 6.5.2026

The **Additional Chief Engineer, Phulbani M.I Circle, Phulbani**, on behalf of the Governor of Odisha, invites Percentage Rate Bids in the **Double Cover System in online mode only** for 3 (three)nos. of Work as per Annexure to this bid notice from the class of eligible contractors as mentioned in Column- 6 (Six). The bid should be submitted online on the website www.tendersodisha.gov.in by eligible contractors.

ANNEXURE TO BID NOTICE

Sl. No	Name of the Project & Location	Approx. Estd. Cost Rs. in lakhs (Without GST)	Bid Security @ 1 % in Rs (through Online) EMD	Cost of Bid Documents in Rs. (through Online)	Class of Contractor	Time for completion
1	2	3	4	5	6	7
1	"Renovation to Kanganinalla MIP in Phulbani Block of Kandhamal District" under DPIW Scheme for the year 2025-26.	235.90	2,36,000/-	10,000/-	"A" & 'B' class	300 (three hundred) days only
2	Construction of Mahibila Check Dam near village Mahibila of Baragaon GP in Kantamal Block of Boudh District.	123.18	1,23,500/-	10,000/-	"A" & 'B' class	300 (three hundred) days only
3	Construction of canal Lining of "Right Main Canal from RD 250M to RD 1710Mt & Left Main Canal from RD 0 Mt to RD 1000Mt of Kupati MIP at Kupati in Bhanjanagar Block under MMCLY Scheme.	166.22	1,66,500/-	10,000/-	"A" & 'B' class	300 (three hundred) days only

- 1. Sale and Receipt of Tender (Online) From 13.05.2026 (10.00 Hrs) to 29.05.2026 (17.30Hrs).**
- 2. Tender Opening (Technical) 11.00 Hrs. Onwards on 30.05.2026 in the O/o ACE, Phulbani M.I. Circle, Phulbani.**

1. The **Additional Chief Engineer, Phulbani Minor Irrigation circle, Phulbani** on behalf of Hon'ble Governor of Odisha invites **online percentage rate** tender in the prescribed form to be eventually drawn in P.W.D. form P1 from "A" & "B" Class Contractor Registered with the State Govt. of Odisha or from contractors of equivalent grade/class registered with other State Govt. / Central Govt. / M.E.S. / Railways or other Govt. undertakings. All contractors must be registered on the State portal and possess a compatible digital signature certificate of Class II or Class III for online bidding. The website for online bidding is <https://tendersodisha.gov.in/nicgep/app>
2. The tender documents can be downloaded from the website identified **from 13.05.2026** (10.00 Hrs) to 29.05.2026 (17.30Hrs). The bidder for participation in on line bidding will have to pay **Rs.10,000/-** (Rupees ten thousand) only (**Non-refundable**) towards bid document cost for each set through online payment mode. The Bid will be received through e-procurement portal **from 13.05.2026** (10.00 Hrs) to 29.05.2026 (17.30Hrs) each set of bid document contains technical bid (Cover-I) and an intelligent bill of quantity in MS Excel format (Cover-II). The cover-I bid will be **opened on 11.00 Hrs onwards on 30.05.2026, in the O/o ACE, Phulbani M.I. Circle, Phulbani.** In the presence of the tenderer or their authorised agents. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day, date and time of opening of Cover-II (Price bid) will be communicated to those tenderers who will be found eligible after evaluation of Cover-I (Technical bid). The intimation letter will be sent to their email address.
3. The Approximate cost varies from Rs. 123.18 Lakh to Rs. 235.90Lakh.
4. The bidders shall prepare the documents and upload the scanned typed document in PDF format (or as specified in the portal) in the appropriate place.
5. No tenderer will be permitted to furnish their tender in their own manuscript.
6. **Bid Security / EMD @ 1%** of the amount put to tender must be accompanied with tender. The bidder shall pay/transfer the required EMD / Bid Security **by online** as mentioned in the Tender details through payment gateway of designated banks and in no other form. A bidder shall make electronic payment using his / her Internet Banking enabled account with designated banks or their aggregator banks. A bidder having account in other banks can make payment using NEFT / RTGS facility of designated banks. The bidder should ensure that EMD / Bid Security is paid through payment gateway **online mode only**. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading the documentary evidence towards his eligibility for such exemption.
7. (a) Providing facilities to the Engineer contractor
 - i)As per works Department No.FR-11/2001/10003/00 Bhubaneswar dtd 24.5.01, 5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.

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

- (b) No Cheque / Bank Draft / Cash Payment will be accepted towards EMD.
 - (c) Adjustment of earnest money given with other tenders previously and submitted in other tenders shall not be entertained.
 - (d) **An engineer contractor desirous** to avail the exemption of EMD is required to submit an affidavit to the effect that he/she has **not yet availed the facility for more than two works** during the current financial year, failing which the tender will be rejected.
8. The work is to be completed in all respect within **10 (ten)** calendar months from the date of issue of work order.
 9. **The bidders should have been registered in the CDMS portal of Odisha Government. Otherwise, their bids will not be considered & rejected as per Works Department Letter No. 9100 dated 17.07.2020.**
 10. The plans, specifications and scope for the work can be seen in the office of the concerned **Superintending Engineer, M. I. Division** during any working day (only tender period).
 11. The tenderers shall carefully study the tentative drawings and specifications applicable to 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 concerned Superintending Engineer, M.I. Division. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
 12. **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.**
 13. Every tenderer is expected before quoting his percentage 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 percentage rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, leads, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the 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.

14. Each tenderer must quote a definite percentage rate over the estimated cost of work and be included in the contract. Tenders containing indefinite terms such as 'as estimated rates or schedule of rates or percentage basis will not be considered.
15. If any further necessary information is required, the bidder can seek clarification on the bids within 7 working days from the start of the sale of the bid document. The employer's response to the queries raised by the bidder will be posted on the portal.
16. All rates should be for the finished percentage rate of work over the estimated cost unless otherwise mentioned in the tender schedule.
17. An intelligent 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 percentage rates at the appropriate locations. 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. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.
18. The bidder shall upload the documents in the designated locations of technical bid (Cover-I) and Financial bid (Cover-II). *The 1st cover i.e. Cover-I (Technical bid) should contain valid Contractor's Registration Certificate, valid GSTIN, PAN, Affidavit, undertaking declaring no relationship certificate with Department officials & any other documents as per SBD/DTCN in PDF format. Non submission of the same the tender will not be considered and will be rejected. Similarly, the 2nd cover i.e. Cover-II (Financial bid) should contain bill of quantities (BOQ) (in xl format).* Submission of bid documents shall be effected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. Clarity of the document may be ensured by taking out a sample printing.
19. The tenderer may at his option quote reasonable rate so that the rate should neither be unworkably low nor too high.
20. All taxes, fees, royalties, labour cess etc. payable under the local rule, Income taxes & Surcharges as applicable, Octroi tax, Entry tax etc. will be borne by the contractor as admissible. It is implied that the quoted rates are inclusive of such elements.
21. 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.
22. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
23. Conditional tenders will not be taken in to consideration.

24. The tender containing extraneous conditions not covered by the tender notice is liable for rejection, and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
25. 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.
26. 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 portal in respective bid. The system shall not allow any withdrawal after expire of the closure of the bid.
27. 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.
28. All tenders received will remain **valid for 90 days** from the date of opening of tenders and validity of tenders can also be extended if required without any monetary compensation.
29. **No Relation Certificate:-**
The contractor shall have to furnish certificate along with the tender to the effect that he is not related to any officer in the rank 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 shall be liable to make good the loss or damage resulting from such cancellation.
30. 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.
 - (g) Rates in different items of a tender being irrational.

31. The Department reserves the right to reject any or all tenders received without assigning any reason whatsoever.
32. The tender may not (at the discretion of the competent authority) be considered unless accompanied by Registration of Firms/S.S.I. unit/EPM rate contract holder certificate, PAN Card, GST certificate as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender. Work done certificate is to be furnished along with the tender obtaining from the Superintending Engineer concerned.
33. (A) 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.(B)
 - a) If required, the Department may request to extend the bid validity period.
 - b) If any of the statements, documents, certificate uploaded by the bidder through e-procurement portal, is found to be false / fabricated / bogus; the bidder will be black listed.
 - c) In case of successful Bidder, if the Bidder withdraws the Bid during the validity period of Bid / if he fails to submit ISD as specified in instructions to bidder/ if he fails to sign the Contract for whatever the reason, they will be suspended for a period of three years.
34. After careful observation, the Government has been pleased to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No. 12366/w dtd.. 08.11.2013 and amended vide Works Department OM No. 1437 dtd. 31.01.2023 in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional performance Security (APS) system.
35. The tenderer whose tender is selected for acceptance shall within a period of **seven days** upon intimation being given to him of acceptance of his tender make an initial security deposit in the form of NSC, postal time deposit, Post Office Bank Account / Deposit Receipt of Schedule Bank, Kisan Vikas Patra and in no other form including the amount already deposited as earnest money shall be 1% of the value of the accepted tendered amount and sign agreement in the P.W.D. form No.P1 (Schedule XLV No.61) for the fulfillment of the contract. The security deposit together with the earnest money, Initial Security money and the amount withheld according to the provision of P-1 agreement shall be retained as Security for the due fulfillment of this contract. 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.

Additional Performance Security shall be obtained from the successful bidder when the bid amount is less than the estimated cost put to tender shall have to furnished the Additional Performance Security as per the guide line issued by Works Department Office Memorandum No. 173 dtd. 03.01.2026. Additional performance Security in shape of N.S.C./Postal Saving Bank Pass Book/ K.V.P./ Post office Term Deposit Receipt/ Deposit receipt of any Nationalised/Schedule Bank duly pledged in favour of the concerned Superintending Engineer, M.I.Division within seven days of issue of Letter of Acceptance (LOA) by the Divisional Officer (bye-mail/Whatsapp) other wise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid security shall be forfeited. Further proceedings for blacklisting shall be initiated against the bidder.

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	Where the bid price is below 0% but not below 10% of the project cost put to bid.	No Additional Performance guarantee/Security percentage is required.
2	Where the bid price is below 10% but not below 20% of the project cost put to bid.	The additional performance guarantee/Security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid. Starting at 11%, with the additional bid performance guarantee percentage shall be applied on the bid price.
3	Where the bid price is 20% or more below of the project cost put to bid.	The additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

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.

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

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 Dept. order No. 17823/WE dt. 11.10.2006. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender.

36. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone based on the financial achievement so as to complete the work within the stipulated time, and in case of failure on the part of the agency to achieve the milestone, liquidated damage will be imposed.
37. 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.
38. The date of commencement of work shall be as notified in the work order.
39. On signing the agreement, the site will be handed over to the contractor for execution and completion of works in all respects.
40. On no account, the contract work should be sublet to anybody without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.
41. 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.
42. 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, if the TIA desires.
43. 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.

44. 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.
45. 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.
46. 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.
47. 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 in 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.
48. The contractor will have to submit the concerned **Superintending Engineer, M. I. Division**, a monthly return of labour, both skilled and unskilled, employed by him on the work.
50. 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.
51. 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.
52. 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.
53. 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.
54. 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, octroi duty, entry tax & all other taxes, GST, ferry tolls, conveyance charges and other cost on account of land and buildings, including temporary buildings and temporary electric connection to work site as well as construction of coffer dam, construction of service road, haul 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 will be paid extra @ as fixed by the Government from time to time on presentation of a GST compliant invoice.

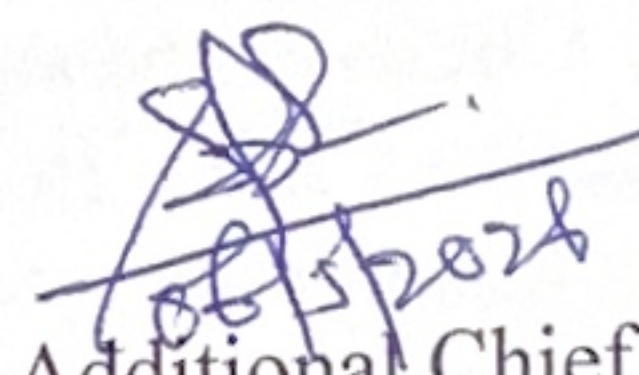
- (b) Labour camps or hutments including conservancy and sanitation arrangements up to the satisfaction of the local health authorities should be arranged by the contractor.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the municipal canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky 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.
55. 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.
56. 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.
57. 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.
58. 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.
59. Deduction of income tax at source and surcharge on income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time.

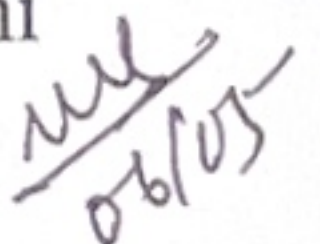
- (a) The rates quoted by the contractor shall be deemed to be excluding of GST on all the materials that he will have to purchase for performance of this contract.
 - (b) The rates quoted by the contractor in the tender for works shall exclude GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time & amended from time to time as per the Govt. notification.
 - (c) Deduction of GST at source will be made from each running account bill for the work at the rate of 2% 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 labour cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
 - (e) Income Tax and Surcharge at applicable rate shall be deducted at sources
 - (f) Royalties of materials shall be deducted from the quoted rate
60. 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.
61. Schedule of quantity accompanies the tender notice: It shall be definitely understood 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.
62. 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 **Superintending Engineer, M. I. Division**, before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.
63. Items of work not covered by the tender notice shall be paid at the current schedule of rates of the State, and those not covered by the said schedule of rates will be paid on actual analysis approved by the competent authorities prevailing during the period of execution of work.
64. 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 work, inclusive of such incidental items of work.
65. After the work is finished, all surplus materials and debris 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.

66. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels whenever required at his own cost.
67. The contractor should arrange necessary tools and plants such as Pump, Trucks, Tippers, Vibrator, Concrete mixture, Water tanker, 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.
68. 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.
69. Under no circumstances, interest is chargeable for the dues or any additional dues, if any payable for the work.
70. **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 by the contractor during the drawal of agreement.
71. **Prediction of flood/monsoon Damage:**
The contractor shall make his own arrangement at his cost to shift the machineries, equipment's, materials, labourers, 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.
74. 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.
75. 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, whatsoever ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.
76. The contractor should provide at his own cost adequate protection measures to the completed works at the end of the working season or work in progress against such eventuality till completion and hand over the entire work to the Department.
77. Dewatering from the foundation of structures, when and where necessary during execution, will have to be done by the contractor, and no extra payment will be made on that account. The rate of respective items of work is inclusive of the dewatering. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.


78. In case of discrepancy revealed between P-1 form and Detailed Tender Call Notice, condition in P-1 form shall prevail over the Detailed Tender Call Notice.
79. No claim for idle labour, etc., on any account will be entertained by the Department.
80. The clause of the printed form of the P-1 contract with the latest addition/ deletion/ corrections/ substitution, etc., will also be binding.
81. **Definitions**
- In the contract (as hereinafter defined) the following words and expressions will have the meanings here by assigned to them.
- a) Approved / Approval – Means approved in writing.
 - b) Construction Plant – Means all equipment, appliances or things of whatever nature required for the execution, or completion, maintenance of the works or temporary works, but does not include materials or other things intended to form or forming part of the permanent work.
 - c) Contract – means the instruction and information for tenderers General and Special conditions of the contract, Technical Specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
 - d) Contractor – means the particular person, firm or corporation with whom the contract has been made for executing the work.
 - e) Drawing – Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the concerned **Superintending Engineer, M. I. Division** 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 subordinates 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.
82. **The contractor has to mention percentage excess or less over the estimated cost (in figure and words)**
83. **The contractor will write percentage excess or less upto two decimal point only if he writes the percentage excess or less more than two decimal point, the first two decimal point shall only be considered without rounding up.**

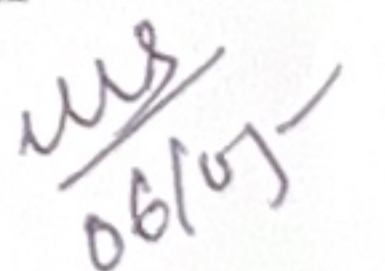
84. A bidder can submit only one tender paper for a particular work, Submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Letter No.4985/W dated.28.03.07.
85. Bid document consisting of qualification, information and eligibility criteria of bidders and schedule of quantities of the works are available in web-site www.tendersodisha.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of sale and receipt of tender papers. Interested tenderers may obtain further information at the web-site www.tendersodisha.gov.in.
86. The bids for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any bidder / tenderers withdraws his bid / tender before the said period or makes any modification in the terms and condition of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.
87. 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.
88. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
89. 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 Work Department Memorandum No.16 dated 01.01.2015.


Additional Chief Engineer
Phulbani MI Circle, Phulbani


MS
06/05

Memo No. 484 Dt. 6.5.2026
Copy submitted to Deputy Director (Advertisement)-cum-Deputy Secretary to Government, Information and Public Relations Department, Odisha, Bhubaneswar, to arrange for publication of the above e-procurement notice No. ACEPMIC-01/2026-27 on or before 13.05.2026 as per codal procedure.
Encl: - Soft Copy by e-mail

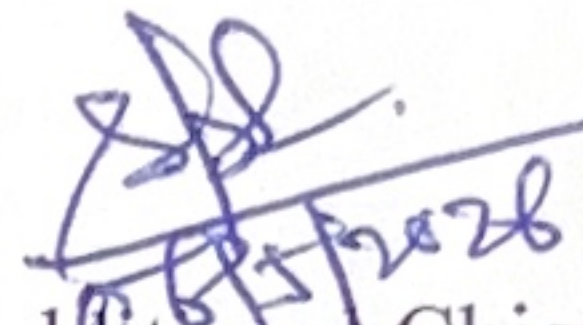

Additional Chief Engineer
Phulbani MI Circle, Phulbani


MS
06/05

Memo No. 485 Dt. 6.5.2026


Copy along with soft copy of the notice submitted to the Head State Portal Group, I.T. Centre, Department of Information and Technology for exhibiting the advertisement in the Website of the Government "odishagov.nic.in".

Encl: - soft copy by e-mail


Additional Chief Engineer
Phulbani MI Circle, Phulbani


Memo No. 486 Dt. 6.5.2026

Copy submitted to the Superintendent, Government Press, Madhupatna, Cuttack-10, with a request to publish this notice in the next issue of the Odisha Gazette.


Additional Chief Engineer
Phulbani MI Circle, Phulbani

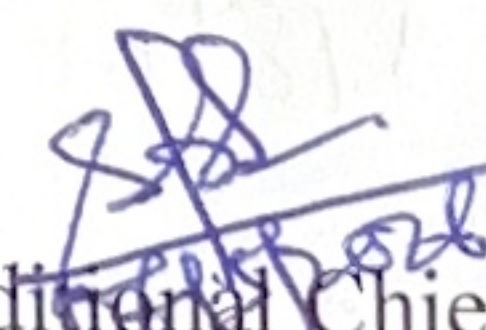
Memo No. 487 Dt. 6.5.2026

Copy along with soft copy of the notice submitted to the Engineer-in-Chief, Department of Water Resources, Bhubaneswar/Engineer-in-Chief-cum-Secretary to Govt. of Odisha, Works Department, Bhubaneswar/Additional Secretary to Govt. of Odisha, Department of Water Resources, Bhubaneswar /Chief Engineer, M.I. Odisha, Bhubaneswar for favour of kind information and exhibiting the advertisement in the Web site of the Government.


Additional Chief Engineer
Phulbani MI Circle, Phulbani


Memo No. 488 Dt. 6.5.2026

Copy to the Collector and District Magistrate, Kandhamal /Additional Chief Engineer, K.B.K.M.I. Circle-I, Bhawanipatna/ Northern Minor Irrigation Circle, Sambalpur / Southern Minor Irrigation Circle, Berhampur / K.B.K. Minor Irrigation Circle -II, Jeypore / Eastern Minor Irrigation Circle, Keonjhar/ Baripada Minor Irrigation Circle, Baripada/ Angul Minor Irrigation Circle, Dhenkanal/ Balangir Minor Irrigation Circle, Balangir/ Superintending Engineer, M.I Division, Phulbani/Boudh/ Bhanjanagar for information with a request to display the notice on their notice board.


Additional Chief Engineer
Phulbani MI Circle, Phulbani

Memo No. 489 Dt. 6.5.2026

Copy to Asst. to ACE / AEE Estr. / Section Officer/Tender Notice file /Guard file/Notice Board of this office for information and record.


Additional Chief Engineer
Phulbani MI Circle, Phulbani