

# GOVERNMENT OF ORISSA



# BID DOCUMENT

**FOR BUILDING WORKS**

**OFFICE OF THE SUPERINTENDING ENGINEER**  
**RURAL WORKS DIVISION, KUCHINDA**

CONTRACTOR

SUPERINTENDING ENGINEER

1) EARNEST MONEY DEPOSITED.

N.S.C. Rs.....	Pledged/ Unpledged.
K.V.P. Rs.....	Pledged/ Unpledged.
P.O.T.D..Rs.....	Pledged/ Unpledged.
P.O.S.B..Rs.....	Pledged/ Unpledged
Deposit Receipt of Scheduled Bank Rs.....	Pledged/ Unpledged.

2) Attested / Xerox copy of PAN furnished/ Not furnished.

3) Attested/ Xerox copy of VAT IN FORM 612/ Sales Tax Non Assessment Certificate furnished/GST / Not furnished.

**Terms and Conditions**

1. Bid documents consisting of Plans, Specifications, Schedule of Quantities and the st of terms and conditions of contract and other necessary documents can be seen in the website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)
2. The bidders must possess Compatible Digital Certificate (DSC).
3. The Authority will not be held responsible for any technical snag or network failure during online bidding.
4. The cost of Bid Documents and initial bid security to be deposited on electronically transfer system as per provision of e-tender.
5. Subsequent corrigendum/addendum if required shall only be available in web site indicated above.Scanned clear copies should be uploaded. Non-visible copies of documents may be liable for rejection.
6. Other details can be seen n the online bidding documents from the e-procurement market place <http://tendersodisha.gov.in>
7. Works will be taken up as per the availability of funds.

SI No.	Range of difference between the estimated cost put to tender and bid amount	Additional Performance Security to be deposited by the successful bidder
i.	Below 10%	No Additional Performance Security
ii.	Below 10-20 %	0.1% of Bid Amount for every percentage below 10%
iii	Below 20% or more	0.2% of bid Amount for every Percentage below 20% in addition to 1% Bid Price

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The successful bidder who has quoted less bid price / rate than the estimated cost put to tender shall have to furnish additional performance security (APS) in the shape of Fixed Deposit Receipt / Term Deposit Receipt/ Bank Guarantee from any Nationalized/ scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar, NSC, FDR or POTD duly pledged in favour of Superintending Engineer of concerned Division as per the rate mentioned in the table below as per works Department Letter No. 173/W Dtd 03.01.2026 within 7 days from date of intimation otherwise the bid shall be cancelled & EMD shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder.

8. The contractor should have registered his/her name in Contractors Database Management System (CDMS) irrespective of tender amount in concurrence to Letter No.30613, dt.22.07.2019 of Engineer-in-Chief (Civil), Odisha, Bhubaneswar. Non registration in CDMS portal is liable for rejection of the tender.
9. The amount quoted by bidders shall remain valid for 90 (ninety) days from the date of opening of financial bid. If any bidder backs out from the bidding process, or make any request for alteration or modification in terms & conditions of the bid shall debar the bidder from participating in the online bidding system and his portal registration shall be blocked including recommendation to registering authority for cancellation of his/her registration as contractor including forfeiture of bid security deposited.
10. The bidder shall have to furnish No relation certificate along with the bid documents to the effect that no officer of the department to the rank of Assistant Engineer or above is related to him.
11. 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.
12. 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.

13. The tender will be opened on the next working day if the Date of Opening happens to be holiday.
14. Engineering contractors desirous to avail EMD exemption have to submit affidavit with uploading the same in e-portal tender declaring therein to the effect that they have not yet availed **3** (three) nos. of EMD exemption during the financial year **2025-26**, else his/her tender may be rejected and to show the original Registration Certificate to the tender opening authority for confirmation at the time of opening.
15. Affidavit regarding authenticity of document and affidavit to avail price preference in case of ST/SC contractor, should be uploaded for each work separately, else his/her tender may be rejected.
16. If any intending bidders wish to withdraw from participation in the bid, he/she can freely withdraw from the participation before scheduled date and time of closure, in case the 1<sup>st</sup> lowest bidder & next lowest bidder withdraw after opening of the bid, they shall be penalized with adequate disincentives with forfeiture of EMD/ Bid security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from disincentivizing the bidder.
17. **GST to be imposed as per Govt. guidelines from time to time.**
18. **Valid GSTIN certificate should be uploaded else by the bidder accompanying copies of E.M.D, valid contractor Registration Certificate, valid GSTIN Certificate, PAN Card, Cost of tender papers, No Relation Certificate & Affidavit about the authenticity of the tender documents for each work separately else the bid will be liable for rejection.**
19. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone, liquidated damage will be imposed.
20. Authority reserves the rights to reject any or all tenders without assigning any reason thereof.
21. The bidder must provide the mobile no. and e-mail ID along with the tender documents for official correspondence, if any. No paper correspondence shall be made

in this regard to avoid delay in finalization of tender. In case of lottery need to be conducted in accordance with the works department order no. 12366 dtd. 08.11.2013. THIS OFFICE WILL NOT BE HELD RESPONSIBLE FOR NON-INTIMATION OF MOBILE NO/E-mail ID OF BIDDER along with tender documents.

**OFFICE OF THE SUPERINTENDING ENGINEER**

**RURAL WORKS DIVISION, KUCHINDA**

**Detailed Tender Call Notice**

1. The Percentage rate tenders are invited from contractors registered with the state Government and contractors of equivalent grade / class registered with Central Government / Railway / Military Engineering Services for execution of Civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM F-2 for the work mentioned in I.D. No. Online **Tender/01/RWD/Kuchinda/2026-27**. The approximate estimated cost is as mentioned in TCN Column No 3.
2. **The availability of tender online for bidding shall start from Dtd 11.05.2026 at 11.00 A.M and close on dated 21.05.2026 up to 5.00 PM.**
3. **The Bid will be opened online by the undersigned in the office of the Superintending Engineer, R.W.Division, Kuchinda. On dt.22.05.2026 at 11.00 A.M in the presence of the tenderers or their authorized representatives who wish to attend.**
4. Bid documents are to be down loaded from official Website of Government of Orissa that [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) against a non-refundable fee towards cost of the documents of Rs as mentioned in TCN Column No 05 in the form of demand draft issued from any Scheduled bank payable at Kuchinda in favour of Superintending Engineer, R.W. Division Kuchinda prepared on or before the last date of receipt along with the Bid.
- a. The tender should be strictly in accordance with the provision as mentioned in the tender schedule. Any change in the wordings will not be accepted.
5. **Additional Performance Security**  
Govt. of Odisha Works Department has been pleased to fix the following rate of Additional performance Security vide office memorandum no. 173/W date 03.01.2026 which is mentioned below.

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6. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing** of the scanned copy of information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summararily rejected**.
7. The tender may not at the discretion of the competent authority be considered unless accompanied by copies of the valid registration certificate, GST / valid VAT clearance certificate and PAN cards which are mandatory and the original certificate of only first and second lowest bidders will be verified.
8. The work is to be completed in all respects within calendar months as mentioned in the TCN Column No 6. Tenderer whose tender is accepted must submit a work programme at the time of execution of Agreement.
9. All tender received will remain valid for a period of 90 (ninety) days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the department.
10. The tenderers shall carefully study the tentative Drawings and specifications applicable to contract and all the documents which will form a part of the agreement to be entered into by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are for sale. Complaints at a future date that plans and specifications have not been seen by tenderers cannot be entertained.
11. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
12. 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 roads to quarry and satisfy himself about the quality and availability of materials. In every case the materials must comply with relevant specifications. Complaints at a future date that the availability of materials at quarries have been misjudged cannot be entertained.
13. The offer of tender shall be inclusive of cost of construction and maintenance of Island, fair service, fair weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.

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14. The 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 are as per stipulations mentioned in I.D. Notification.
15. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the cross section.
16. Additional performance security shall be deposited by the successful bidder in shape of National Savings Certificate / Post Office Time Deposit account / Kishan Vikash Patra / Deposit receipt of Scheduled Bank/POSB and Demand Draft.
17. The tenderer containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notices. Any change in the wording will not be accepted.
18.
  - a. A schedule of quantities accompanies with the tender document, it shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternations or omission, deductions or additions as set forth in the condition of contract and such omissions, deduction, additions or alterations shall in no way invalidate the contract and no extra monetary compensation will be entertained.
  - b. Two sets approved Drawing for the work shall be issued to the contractor by the Engineer-in-Charge only once free of cost and one of these sets should always be made available at site to the inspecting officers during inspection for and additional set, the contractor has to pay the cost which will be decided by the Engineer-in-Charge. The contractor will keep the drawings in the safe custody.
19. The Department reserves the right of authority to reject any or all tenders received without assigning any reasons thereof what-so-ever.
20. The earnest money will be retained in the case of Successful tenders and will be dealt with as per the terms and conditions of the O.P.W.D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenders on application.
21. The bidder / tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
22. The notification of award will constitute the formation of contract, subject only to the furnishing of a performance security (Initial Security Deposit) in the form of National Savings Certificates/ Kisan Vikash Patra / Post Office Time Deposit Account/ Deposit Receipt of Scheduled Bank/POSB duly pledged in favour of the Superintending Engineer R.W. Division, Kuchinda and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any) and sign the agreement in the P.W.D. form No.F-2 (schedule XLV No.61) for the fulfillment of contract in the office of the Superintending Engineer R.W. Division, Kuchinda or as directed. The security deposit together with the earnest money and the amount with held according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement. The agreement will incorporate all agreements between the officer inviting the bid / Engineer-in-charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-charge. Following documents shall form part of the agreement.
  - a. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance

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security.

- b. Standard P.W.D. Form F-2 with latest amendments.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited.

Full refund of Security deposit is to be made one year after the date of completion of the work provided final bill has been paid and defects if any rectified and will not carry any interest. However, incase of projects executed with externally aided fund security depositis to be refunded as outlined therein. In case, however, where refund of security is delayedfor non-payment of final bill, the two percent of the security deposit recovered as earnest money and initial security deposit may be refunded and the balance of the deposit may be refunded after payment of the final bill.

As concurredby theLaw Department& Finance department intheir U.O.R. No.848 dtd.21.05.97 J.O.R. No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of the tender by the competent authority.

The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractors 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.

That for the purpose of jurisdiction in the event of dispute if any of the contract would be deemed to have been entered into within the state of Orissa 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 placeoutside the state of Orissa.

23. The contractorshould be liable tofully indemnifythe departmentfor payment of compensation underworkmen compensation Act. VIII of1923 onany accountof theworkmen employedby thecontractor andfull amountof compensationpaid will be recovered from the contractor.
24. Tenderers are required to abide by the fair wages clauses as introduced by Govt. of Orissa, Works Department letter No. VIII R 8/5225 dtd.26.2.55 and No. IIM 56/6 28842 (5) dt.27.9.61as amended from time to time.

**25. PAYMENT FOR VARIATION IN PRICES**

Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula Vide Works Department Memorandum No-15847 /W dt.19.11.19 as given below :

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

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

**Annexure –“A”**

**Clause 31:- Price Adjustment**

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

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- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in following Paras.
- (c) Following expressions and meanings are assigned to the work done during each month:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

$P_c$  = Percentage of Cement Component of the work

**31(a) (Xiii): Adjustment for Steel Component**

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

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

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

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

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

$P_s$  = Percentage of steel component of the work

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

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

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

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

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

$B_0$  = The official retail price of bulk bitumen at the IOC / BPCL depot at nearest center on the day 28 days prior to date of opening of Bids nearest center for the 15th day of the month under consideration.

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

$P_b$  = Percentage of bitumen component of the work

### **31(a) (Xv): Adjustment towards differential cost of Pipes**

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

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

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

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

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

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

### **31(b): Adjustment of Labour Component**

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

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

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

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

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

$P_1$  = Percentage of labour component of the work.

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

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

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

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

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

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

$P_f$  = Percentage of fuel and lubricants component of the work.

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

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

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

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

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

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

Delhi.

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

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

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

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

Sl No.	Item in WPI 1993-94 Series	Item in WPI 2004-05 Series	Item in WPI2011-12 Series
	Cement	Grey Cement	Ordinary Port land Cement
	Bars & rods	Rebars	Mild steel longProducts
	Heavy Machinery & parts	Construction Machinery	Manufacture of parts machineryfor mining, Quarrying&construction.

**31(e): APPLICATION OF ESCALATION CLAUSE:**

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

<b>Percentage Table</b>					
SL No	Category of Works		% component (cost wise)		
			Labour (P <sub>1</sub> )	POL (P <sub>1</sub> )	Steel (P <sub>S</sub> ) + Cement (P <sub>C</sub> ) + Bitumen (P <sub>b</sub> ) + Pipes (P <sub>pi</sub> ) + Plant & Machinery Spare & Component (P <sub>p</sub> ) + Other Materials *
1	R&B Works (% of component)	Road Works	5	5	90
		Bridge Works	5	5	90
		Buildings Works	5	5	90
2	Irrigation Works (% of component)	Structural works	5	5	90
		Earth , Canal & Embankment Works	5	5	90
3	P.H. Works	Structural works	5	5	90
		Pipeline Works	5	5	<u>Pipes – 70%</u> • Machinery + Other material – 20%
		Sewer Line	5	5	<u>Pipes – 70%</u> • Machinery + Other material – 20%

Note:- Further break up may be worked out considering the consumption of Cement, steel, Bitumen, pipe and Plant & Machinery spare component in the concerned works and shall be provided in

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the bid document in shape of "Schedule of Adjustment Data" as an "Appendix to Bid". (Enclosed herewith).

**Appendix to Bid**  
**Schedule of Adjustment Data**

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

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

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

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26. In case of any complaint by the labour working about the nonpayment or less 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 default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour officer of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor.
27. The tenderers shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category
- a. Rent, royalties and other charges of materials, entry tax, all other taxes including VAT / GST , ferry, tolls conveyance charge and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
  - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
  - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
  - d. Fees and duties levied by the Municipal, canal or water supply authorities.
  - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
  - f. Suitable fencing barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.**
  - g. Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the Workmen compensation act.**
  - h. The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.**
28. After the work is finished all surplus materials should be removed from the site of work, Preliminary works such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
29. No payment will be made for bench marks, level pillars, profiles and benching and leveling the ground where required. The percentage rates to be quoted should be for finished items of work inclusive of carriage of all materials and incidental items of works
30. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of work or extra quantity of any items 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 items of work is taken up.
31. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by

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the Government of India, Ministry of Work Housing and Supply in their standing order No44150 dtd.25.11.57.

32. If any further necessary information is required, Superintending Engineer R.W.Division, Kuchinda will furnish such but it must be clearly understood that the tenders must be received in order and according to instructions.
33. Tenderers are required to go through each clause of P.W.D. form P-1 carefully in addition to the clause mentioned herein before tendering.
34. All reinforced cement concrete works should confirm to Orissa Detailed Standard specifications, I.R.C. and I.S.I Codes
35. Shuttering and centering shall be with seasoned hardwood planks inside of which shall be lined with suitable sheeting and made leak proof and watertight or alternatively steel shuttering and centering may be used.
36. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
37. Concrete should be machine mixed unless otherwise ordered in writing by the Superintending Engineer. The contractor should arrange his own concrete mixer, vibrator, pumps etc. for this purpose at his own cost.
38. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
39. The tenderer / contractor must have to arrange all the materials like (Steel, Cement, Bitumen, Paint etc.) of approved quality and specification from approved manufacturer and got it tested in the Departmental Laboratory and approved by the Department before use required for the work at his own cost for completion of the work within the time schedule and the department will not be responsible at any time for supply of required materials. No extension, escalation of price on such account shall be entertained in future on the application of the contractor due to delay in procurement of materials.
40. The contractor has to arrange the samples or materials required for execution to be got testing and approved by the department before taking of the work and during course of execution required from time to time. All such samples are to be tested at Government Test House, Alipur or at Control and Research Laboratory, Bhubaneswar / Kuchinda at the cost of the contractor with no extra cost to the department.  
Samples of stone metal and chips etc. to be used are to be deposited noting the name of the quarry under dated initials of the tenderer in the office of the Superintending Engineer, R.W. Division, Kuchinda before procurement of the work for testing and acceptance.
41. However, These selected tenderer/ contractor may take delivery of department supply according to his need for work issued by the Sub-divisional Officer-in-charge subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clauses of the P-1 agreement. The cost of such materials if available and supplied by the department will be recovered at the local market rates provided at the time of execution or at the issue rate of department prevailing at that time whichever is higher. However the department is not binding to supply of materials as required by the tenderer.
42. M.S./ Tor Rods, plates and structure will be supplied by the agency in quantity, length and size available. The steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-charge (wastage of bars and lapping will not be considered for measurement and payment).
43. Though Departmental issue of cement, steel etc. has indicated, it may not be taken as binding.

The contractor must have to arrange by themselves cement, steel, bitumen and every sorts of materials from approved manufactures, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.

44. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyances.
45. Earthwork from cutting will be economically utilized in filling.
  - a. It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts and nuts as will be directed by the Engineer-in-charge.
  - b. Concrete test specimens 150 mm. x 150 mm. x 150 mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or Sub-divisional Officer. The contractor shall bear the cost involved in testing. The test specimen incubation should be carried out in the Departmental Control and Research Laboratory of Cuttack / Bhubaneswar / Sundargarh. Test should be carried out in accordance with the stipulation in Bridges code section III / IRC / ISI / MoRT&H specifications.
  - c. Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the test specimen did not give a correct indication of the actual quality of concrete.
  - d. Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Control and Research Laboratory at Bhubaneswar / Sundargarh. Cost of testing all specimen and samples be borne by the contractor.
  - e. The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
46. The thickness of cement concrete in top plugging should be as per Departmental drawing..
47. Concrete of strength below the required strength (as determined by actual tests) shall not be accepted.

**48. AMENDMENT TO EXISTING CLAUSES:**

By submission of a tender for the work on-line, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of materials including the wheat/rice referred to above, medical aid, labour and food stuff etc. and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted percentage rates including labour and materials with taxes, entry tax, other duties, lead, lifts, loading and unloading, freight for all 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. After acceptance of the contract rate, Government will not pay any extra charges for any reasons in case the contractor claims later on to have misjudged as regards availability of materials, labour and other factors.

49. The prevailing percentage of I.T. Department of the gross amount of the bill and surcharges applicable will be deducted from the contractor's bill towards Income tax.
50. A) The prevailing of VAT / GST on the gross amount of the bill will be deducted from the contractor's bill, where the agreement value is 2.50 lakh and above  
B) As per Labour & Employment Department Resolution No.12653-LE dtd.15.12.2008 and as per

Orissa Gazette No.2306 dtd.18.12.2008 Cess at @ 1% will be deducted from the gross amount of the contractor's bill.

51. The contractor is required to pay royalty to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, failing which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

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

53. 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 authorities of Labour Department.

**54. SAMPLE OF ALL MATERIALS**

The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be required by the concerned Superintending Engineer.

**55. TRIAL BORING**

The foundation level as indicated in the body of the Departmental drawing is purely tentative and for the general guidance only. The department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C and credibility of the strata at founding level. While quoting his rates for the tender the contractor shall take into account of the above aspects.

**56. GRADATION OF INGREDIENTS**

The coarse and fine aggregate shall meet the grade requirements as per the latest provision of relevant I.S. code / IRC code / MoRT&H / MoRD specification.

Grading No.	Size Range	Sieve Designation (IS:460)	Percent by weight passing the sieve
Grade-I	90 mm to 45 mm	125mm	100
		90mm	90-100
		63mm	25-60
		45mm	0-15
		22.4mm	0-5
Grade-II	63 mm to 45 mm	90mm	100
		63mm	90-100
		52mm	65-90
		45mm	0-10
		22.4mm	0-5
Grade-III	63mm to 22.4 mm	63mm	100
		52mm	95-100
		45mm	65-90
		22.4mm	0-10
		11.2mm	0-5

**57. PAYMENT FOR VARIATION IN PRICES**

Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula Vide Works Department Memorandum No-12606 /W dt.24.12.2012 as given below :

58. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to property happening from any neglect, default, want of proper care or misconduct on the part of the

contractor or any one in his employment during the execution of the works. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost...

59. Where it will be found necessary by the Department, the Officer-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. officer-in-charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signatures. Orders entered in this book and noted by the contractor's agents shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in-charge every month
60. The tenderers should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. Code at his own cost before execution of the works and rates quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
61. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
62. The Contractor shall have no claim whatsoever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the P-1 contract.
63. Over and above these conditions the terms and conditions and rules and regulations and specifications as laid down in Orissa detailed Standards Specification, Orissa P.W.D. Code, Bridge code and MoRT&H specifications with latest revision / amendment are also binding on the part of the contractor.
64. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
65. The contractor should attach the certificate in token of payment of deposit with the registration authority as per recent circular of Government relating to his registration.
66. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be in any way responsible for the same and will not pay any cost towards the repair done by the contractor.
67. The percentage rate quoted by the contractor shall cover the latest approved rates of labour, material, P.O.L. and royalties. Arrangement or borrow areas, land, approach road to the bridge site etc. are the responsibility of contractor.
68. The percentage rate for each work and concrete items wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due percolation of water. The quoted rates will be inclusive of this.
69. The materials, borrow areas, and hutments at sites should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained by the Department.
70. The contractor shall make requisition of claim book from the date of commencement of work from the department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of work, which are not covered by his contract and are claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should also be furnished along with the claims to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record a certificate to that effect should be furnished by the contractor in the claim

book. Each claim must be defined and should be given as far as possible the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th to 16th days of each month for orders of the Engineer-in-charge or competent authority. Claims not made in this manner or the claim books not maintained from commencement of the work are liable to be summarily rejected. The claim book is the property of the P.W.D and shall be finally surrendered by the contractor to the Engineer-in-charge after completion of the work or before rescission of the contract by the department whichever is earlier for record.

71. Numbers of tests as specified in I.R.C. / MoRT&H / I.S.I. specification required for the construction of roads / bridges/buildings or any structural works will be conducted in any Govt. Test House / Department Laboratories / reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges, including expenditure for collection /transportation of samples / specimen etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
72. The agencies/ contractor executing major works should possess full-fledged field laboratory at work site for conducting required tests as per IRC / MoRT&H / ISI requirements at his own cost for providing sufficient opportunity for testing from time to time.
73. An engineering personal of the executing agency should be present at work site at the time of visit of high-level Inspecting Officers in the rank of Chief Engineer and above.
74. After completion of the Road in all respects, the road furniture should be affixed by the executing agency indicating location like School, Hospital, Non-horn etc.
75. All the required machineries for the work are to be arranged at site by the contractor at his own cost and department is not responsible for supply of any machinery like Concrete Mixture, Vibrators, Road Roller, Sheep foot roller etc.
76. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.
77. In case the contractor executing several works he is required to furnish a time schedule for movement of equipments /machinery from one site to worksite when work is to be executed.

The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer under whom those are deployed at the time of tendering as to the period by which these machineries are likely to be released from the present contract. Certificate from the Executive Engineer shall not be more than 90(ninety) days old on the last date of receipt of tender.

78. In case the contractor proposes to engage machineries and equipments are asked for in the tender documents, owned or hired but deployed out side the State, he / she is required to furnish the additional 1% EMD/ Bid security. The entire Bid security including the additional Bid security shall be forfeited in case the contractor fails to mobilize the machineries within stipulated time as per the tender document.
79. The contractor intending to higher / lease equipments / machineries are required to furnish proof of ownership from the company / person providing equipment / machineries on hire /lease along with the contracts /Agreement /lease deed and duration of such contract.
80. Affidavit to be furnished by the contractor at the time of submitting of Tender above the authentication of Tender Documents including Bank Guarantee.  
An affidavit shall be furnished by the contractor at the time of submission of Tender papers about

the authentication of tender documents including Bank Guarantee (vide Govt. of Orissa. Works Deptt. Code-14 / 2004-9414 dtd. 08.06.2004, concurred by Law Deptt. and Finance Department vide their U.O.R No. 1242, dat. 05.08.03 and No. 195 / WF-I dtd. 0403.04 respectively)

81. The agency / contractor will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
82. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
83. In case the first lowest tenderer or even the next lowest tenderers withdraw in series only one, thereby facilitating a particular tenderer for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderers.
84. In case the reason for backing out of the lowest tenderer is justified then the offer of 2nd lowest tenderer may be accepted provided that the 2nd lowest tenderer negotiates with the rates of the 1st lowest tenderer. However, approval from the next higher authority is mandatory for such cases.
85. Similarly, if more than one of the lowest tenderers starting from the 1st lowest in series such as the 1st lowest and the 2nd lowest tenderer withdraw, this should automatically stand cancelled unless for very special reasons to be recorded in writing. Approval of next higher authority is to be obtained prior to the acceptance of the offer of other contractors quoting higher rates in the larger interest of getting the works done in time. In such cases, the next higher authority should accept the tender only if the 3rd lowest tenderer agrees to undertake the work at the rate quoted by the 1st lowest tenderer. In case of some extreme urgency or other valid reasons, the deviation from the lowest rates may be considered, but this should go to the 2nd higher level of authority in the hierarchy for acceptance. In such cases, prior detailed investigation of the circumstances and reasons thereof should be recorded in writing for accepting such tender at higher rates than the 1st lowest offer.

**ADDENDUM TO THE CONDITION OF P-1 CONTRACT Clause-2 (a) of P-1 contract: TIME CONTROL: -**

**1.1. Progress of work and rescheduling programme.**

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

1.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-charge for approval a programme commensurate to clause No. 2.1.3. showing the general methods, arrangements, and timing for the activities in the works along with monthly cash flow forecast.

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

1.1.4. If at any time it should appear to the Engineer-in-charge that the actual progress of the work does not conform to the programme to which consent has been given the contractor

shall produce, at the request of the Engineer-in-charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.

1.1.5. An update of the programme shall be a programme showing the actual progress achieved

on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

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

## **1.2 Extension of the completion Date**

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

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

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

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike, or lockout affecting of the trades employed on the work or
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the contract.

- vi) In case variation is issued which makes it impossible for completion to be achieved by the intended completion date with out the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost, or
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in contract data is beyond the contractors control.

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

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

### **1.3 Compensation for delay**

1.3.1 If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law of the Government on account of such breach , pay as agreed compensation the amount calculated at the rate stipulated below as the Superintending Engineer (whose decision inwriting shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in clause 2 or that the work remains incomplete. This willalso applyto itemsor groupof itemsfor whicha separateperiod of completion has been specified. **Compensation @ 1.5% per month of for delay of work. Delay to be computed on per day basis.**

Provided always that the total amount of compensation for delay to be paid under this condition shall **not exceed 10% of the Tendered Value of work or to the Tendered Value** of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-of against any sum payable to the contractor under this or any other contract with the Government. In case, the contractor dos not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in items of Clause 2.5 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone (s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever shall be payable on such withheld amount.

### **1.4 Bonus for early completion:-**

For availing incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received within 7 (seven) days of such completion by the concerned Superintending Engineer, Chief Engineer & the Administrative Department.

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

Before 30% of contract period =5% of Contract Value  
Before 20% to 30% of contract period =4% of Contract Value  
Before 10 to 20% of contract period =3% of Contract Value  
Before 5 to 10 % of contract period =2% of Contract Value  
Before 5% of contract period =1% of Contract Value".

## **1.5. Management meetings**

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

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

Clause 2 (b) of Item rate P-1 agreement: - Rescission of contract (amendment as per letter No. 10639 dtd. 27.5.2005 of Works Department, Orissa).

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

86. The expenditure should be regulated in accordance with availability of funds. As such a written undertaking should be furnished by the tenderer prior to the drawl of agreement stating therein that he will not claim anything in any shape from the Government if the work Iscurtailed or stopped at any stage for want of funds.
87. Any tenderer desirous to avail any facility as per circular / order of the Govt. has to apply for the same in affidavit (original) along with the tender paper and other supporting docu- ments like caste certificate, physically handicapped certificate etc. Claim before the date and time as mentioned in Tender Call Notice or a later will not be entertained. However the latest instruction / circular of the Govt. will be final in deciding the tender.
88. 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.
89. Non-Submission of bid security within the designated period shall debar the bidder from participating in the on line bidding system and his portal registration shall be blocked. His name shall also be informed to the registering authority for cancellation of his registration as contractor.
90. The Contractor has to upload an affidavit regarding correctness of all the documents uploaded in the website and to submit the same in original in the office of the Chief Construction Engineer, Rural Works Circle, Sambalpur / Superintending Engineer, Rural Works Division, Kuchinda/ Concerned Rural Works Sub-Division before the date as mentioned in the TCN failing which the

tender will not be considered for opening.

**91. Exemption of EMD.**

To avail the exemption of EMD, the intending Engineering Contractor should have an affidavit along with the tender paper for such exemption that he has not availed three(3) no of works during the current financial year and this affidavit should be up-loaded along with the tender documents in the web site & the original affidavit should be submitted in the office of the Chief Construction Engineer, Rural Works Circle, Sambalpur /Superintending Engineer, Rural Works Division, Kuchinda/ Concerned Rural Works Sub-Division between valid period failing which the tender will not be considered for opening .

Further, If he has not submitted an affidavit for such exemption along with tender paper his tender is liable for rejection. Further, he should produce the original registration certificate for making necessary entry regarding such exemption if he stands 1st lowest before acceptance of tender in his favour.

**92.** The tenderer has to furnish work experience certificate of similar nature of work and original document in support of ownership of machinaries has been provided in the BOQ and hire certificate i.e. Agreement alongwith the copy of rightful ownership of the leaser between the valid period failing which the tender will not be considered.

**93.** If the office happens to be closed on the last date of receipt or opening day due to subsequent declaration as holiday in Govt or Local authority the tenders will be received or opened on the immediate next working day at same time and venue respectively, as the case may be.

**94.** The receipt of Online Deposit towards EMD &paper cost & Affidavit regarding Correctness shall be physically furnished by the tenderer in original within the specified period as mentioned in the NIT, otherwise his tender will entail rejection and blacklist of his License as per the Govt. circular.

**95.** The tenders will be processed/ considered as per office memorandum issued by the Works Department Govt. of Odisha vide No. 12366 dated 08.11.2013.

**96.** Other details can be seen in the bidding documents, which is available in website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in)

**97. Additional performance Security:**

Govt. of Odisha Works Department has been pleased to fix the following rate of Additional performance Security vide office memorandum no. 173/W date 03.01.2026 which is mentioned below.

<b>SI No.</b>	<b>Range of difference between the estimated cost put to tender and bid amount</b>	<b>Additional Performance Security to be deposited by the successful bidder</b>
<b>i.</b>	<b>Below 10%</b>	<b>No Additional Performance Security</b>
<b>ii.</b>	<b>Below 10-20 %</b>	<b>0.1% of Bid Amount for every percentage below 10%</b>
<b>iii</b>	<b>Below 20% or more</b>	<b>0.2% of bid Amount for every Percentage below 20% in addition to 1% Bid Price</b>

**98.** The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.

- i) The bidder/ tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
- ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per Clause 28 of DTCN in form of Fixed deposit receipt of Schedule Bank/ Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the **Superintending Engineer R.W Division Kuchinda** and payable at the place as specified in the **Contract Data** and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments/machineries from out side the State if any) and sign the agreement in the **PWD Form P-1** for the fulfillment of the contract in the office of the **Superintending Engineer R.W Division Kuchinda** and payable at the place as specified in the **Contract Data** as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
- iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
  - a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
  - b) Standard R.D. Form **P-1** with latest amendments.
- iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)**. **No contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after **One year** of completion of the work and payment of the final bill and will not carry any interest.
- v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.
- vi) **Amendment to Para 3.5.18 Note – viii of OPWD Code Vol.-I**  
**Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.**

99. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

- (a) Making a false statement or declaration.
- (b) Past record of poor performance.
- (c) Past record of abandoning the work half way/ recession of contract.

(d) Past record of in-ordinate delay in completion of the work.

(e) Past history of litigation.

In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer

#### 100. ELIGIBILITY CRITERIA:

To be eligible for qualification, applicants shall furnish the followings. Non-furnishing of the following particulars shall be treated as ineligible.

- a. The receipt of Online Deposit towards required **E.M.D** as per the **DTCN**.
  - b. The receipt of Online Deposit towards cost of tender paper as per **DTCN**.
  - c. Scanned **copy of valid Registration Certificate, GSTIN, PAN card along with the tender documents and the successful Lowest bidder have to furnish the Originals of all the scanned documents within Five days of opening of bid of the Tender before Superintending Engineer, RWDKuchinda, for verification as per DTCN.** The contractor belonging to outside state of Odisha and not started business should submit an undertaking in the form of an Affidavit indicating therein that they are not registered under Odisha VAT Act. as they have not started any business in the state and they have no liability under the Act. But before award of final contract, such bidders will have to produce the VAT clearance certificate in form VAT 612.
  - d. License criteria as per **DTCN**.
  - e. Evidence of ownerships of machineries/ equipments as per **DTCN** and need to be furnished by the bidder in **Schedule-C. Bidder should furnish an affidavit, as per Schedule-F and information regarding current litigation, debarring expelling of tenderer as per schedule-E and an affidavit towards authentication of documents furnished in Cover-I.**
  - f. **Joint Ventures are not accepted.**
101. Engineer Contractor seeking exemption from submission of EMD will be able to participate in the tender directly by furnishing documentary evidences towards his eligibility for such exemption (as works Dept. order) in shape of an affidavit. Otherwise tender liable for rejection.
102. SC/ ST Contractor (in class 'D', 'C' & 'B') seeking price benefit as per Govt. Resolution no 127748 Dt. 11.09.1977 of Work Dept. ,Odisha ,BBSR/ amendment should furnish an Affidavit at the time of furnishing the Tender Documents.
103. **Acceptance of Single Tender**:- (iii) of Para-3.5.18 of O.P.W.D. Code, Volume-I & Rule-29 of Appendix-IX of O.P.W,D Code, Volume-II for Acceptance of Single Tender in response to a Notice Inviting Tender.

Notes- (iii) of Para-3.5.18 — 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.

Rule-29 of Appendix-1X — **when in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.**

**104.** Rate quoted by the contractor shall be excluding GST. The GST as applicable for the work contract shall be payable to the contractor on each bill amount on production of tax invoice. The prevailing rate of GST on the gross amount of bill will be deducted from the contractor bill as tax deduction at source (TDS) as per rule

**105.** Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

**106.** The agreement will be drawn in P.W.D. P1 contract form and will constitute 3 parts as follows.

a. Part-I : For Civil items of works  
The contract shall be drawn and signed by the concerned Executive Engineer as specified in Contract data as Engineer-in-Charge, on behalf of the Governor of Odisha

(ii) The Civil items of works as per PART-I of Schedule of quantities,.

**107.** Any deviation in execution of Civil, P.H. and E.I. items of the agreement will mean deviation to the composite work as a whole. The authorities will keep note and deal such deviation as per relevant clauses of P1 Agreement and DTCN / Code at their level. The financial implications there by must be informed by them to the concerned R.W Executive Engineer and Chief Engineer, R.W. Buildings, Odisha for proper action.

**108.** Similarly, extension of time to be applied by the contractor to the Executive Engineer Civil as per relevant clause of P1 agreement & DTCN / Code.

**109.** In case of necessity felt by any of the Executive Engineers regarding slow progress of work or otherwise, then in co-ordination with each other, a joint crash management meeting may be convened suitably asking the contractor for a revised work programme and to remove the bottleneck of any sort on the way to completion of the composite work.

**110.** The Civil contractor who has put the tender for the work in DTCN, will alone be responsible and answerable to the R.W authority or any other competent authorities as regards to defects in the work, slow progress in the work or any other recessional parameters that may crop up during execution of the work as a whole comprising of Civil and E.I parts. When any part of the work may be Civil, P.H. or E.I., is considered by the Engineer-in-Charge or departmental authority not to be in coherence with the agreement condition or their specifications as in the DTCN, then the contract for the total work in TCN will lead to its revision by the department if felt necessary.

**Total 110 (One hundred Ten) Clauses only.**

APPROVED  
ANNEXURE – IV OF SCHEDULE-C

SCHEDULE - A

**CERTIFICATE OF NO RELATIONSHIP**

I/We hereby certify that I/We\* am/are\* **related / not related**(\*) to any officer of P.W.D of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Odisha I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded

CONTRACTOR

SUPERINTENDING ENGINEER

with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.

(\* ) - Strike out which is not applicable

Signature of the Tenderer

Date:-

**SCHEDULE – E**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY THE TENDERER**

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

**Note:**

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

**Signature of Tenderer**

**SCHEDULE – F**

**AFFIDAVIT**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals \_\_\_\_\_ nor any of its constituent partners

CONTRACTOR

SUPERINTENDING ENGINEER

have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.

3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tendered)  
Title of Officer  
Name of Firm  
Date: