

GOVERNMENT OF ODISHA

RURAL DEVELOPMENT DEPARTMENT

RURAL WORKS ORGANISATION

DETAILED TENDER CALLNOTICE

(FOR Dismantling WORKS)

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

INSTRUCTION TO BIDDERS FOR DETAILS OF THE DOCUMENTS TO BE FURNISHED
/ AMENDMENTS MADE IN THE SBD FOR ONLINE BIDDING

Details of documents to be furnished:-

Scanned copies of the following documents to be up-loaded in Pdf format in the website www.tendersODISHA.nic.in.

- i. Cost of Tender Paper is to be produced through online.
- ii. EMD is to be submitted through online.
- iii. GSTIN Certificate'
- iv. PAN Card
- v. Valid Registration certificate
- vi. Affidavit regarding correctness of certificate
- vii. Affidavit regarding no relation certificate
- viii. NSC/ KVP/ POTDA/ POSBA Bank Guaranteed duly pledged in favour of SE, RWD, Nabarangpur towards Addl. Performance security.
- ix. Work experience 75% of Similar nature of work last 3 years {Format 2.7 (a)} **(Not required)**
- x. Minimum Amount of Annual Turn Over 100% **(Not required)**
- xi. Machineries mentioned in DTCN {Format 2.7 (b)} **(Required)**

Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post.

DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, cannot participate in the tender.

Additional Performance Security (APS) amount to deposit within 7 (Seven) days from the day of declaration of successful bidder through transparent lottery in commensurate with the DTCN vide Works Department Office Memorandum L.No.12366 Dtd.08.11.2013 for acceptance of your bid.

Eligibility Criteria

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

Work experience certificate of : similar nature of works 75 % of the estimated cost put to tender during any three financial years taken together (starting from 2017-18 to 2021-22) excluding the current financial year 2022-23. (Not required)

The Total Financial Turnover in respect of civil Engineering works of an amount not less than the amount put to tender during any three financial year taken together of the last preceding five financial years starting from 2017-18 to 2021-22 excluding the current financial year 2022-23. The Annual Turnover must be issued from the registered Chartered Accountant. (Not required)

- (1) The intending tenderer(s) should have not abandoned any work of similar nature nor should their contract have been rescinded during the last three years.
- (2) The intending tenderer(s) should have the valid Registration Certificate as on date, of the required class as per NIT.
- (3) The intending tenderer(s) should have up to date valid PAN Card, GSTIN Certificate.
- (4) The Bidder should furnish Bid Security/ EMD is to be submitted through online.
- (5) The intending tenderer(s) should have in possession of the following machineries either being owned or on hire/lease required for works having execution of dismantling work. Scanned copies in support of

owning the machineries are to be upload along with tender failing which the tender will be rejected.

(For Dismantling of Bridge works)

- (i) Hydraulic Excavator-1No.
- (ii) Pneumatic Breaker-2No.
- (iii) Air Compressor (250 Cfm)-1No.
- (iv) Tipper (10 Ton)-1 No.
- (v) Front End Loader (1 Cum)-1 No.

Required

Tender not accompanied with earnest money deposited in the approved forms of securities duly pledged in favour of the concern Superintending Engineer as specified in tender call notice will be liable for rejection.

Bidder should pay an amount of Rs. 2% of estimated cost with the earnest money of the cost of the works as per accepted tender.

The earnest money deposit and initial security deposit should be in shape of pledged N.S.C/P.O.T.D.A/P.O.S.B.A/K.V.P/Bank Guarantee in favour of S.E. R.W.D Nabarangpur. In case the actual cost of work exceeds for any reason, the original cost of works as per the accepted tender, the amount to be recovered from the bills of the Contractors will be such as to make together with deposits already realized, an amount equal to the prescribed percentage of the actual cost of work executed.

Besides the Earnest Money Deposit and Initial Security Deposit, contractors of "B" Class and above will be required to furnish security deposit by way of deduction from their bills at the rate of five percent of the gross amount or each bill whereas in case of C & D Class contractor, such deduction will be made at the rate of three percent of gross amount of each bill.

In the case of Govt. parties, Co-operative Societies, Diploma or Degree Holders in Engineering who are registered with the department, the rules framed by the Govt. from time to time about earnest money deposit, initial security deposit will apply.

Request for transfer/adjustment of earnest money deposit from other works will not be entertained ordinarily. However, in case a contractor is having earnest money deposit with any of the authorities under organization which he desires to be transferred towards earnest money deposit for this under, he should apply to the concern authority well in advance and obtain a letter from into the effect that the amount of earnest money deposit is actually due for refund and attach the letter to the tender in original in which case only the same will be allowed to be treated as the earnest money deposit for the new tender.

Upon acceptance or the tender, the successful tenderer shall within a period of 10 days from the date of written intimation of the acceptance of the tender, deposit with the concerned authority a sum of such amount towards initial security as would together with the earnest money make two percent of the work as per the accepted tender and sign in the agreement in the P.W.D. form F-2 (schedule X.L.V Form No. 61) in the office of the concerned Superintending Engineer. If the tender is seriously unbalanced i.e. the quoted amount is more than 10% less than the estimated cost, an additional amount of difference between the 90.00% of estimated cost and quoted amount is to be deposited by the successful tenderer at the time of agreement.

Failure to deposit this additional amount towards initial security deposit or to sign the contract within the stipulated time, which shall include any extension granted by Chief Engineer, Rural Works, Bhubaneswar at his discretion will make the earnest money deposit of the tenderer liable for forfeiture, and acceptance of his tender shall be treated as withdrawn.

The written agreement in P.W.D. form F-2 to be entered into between the successful tenderer here in after called the contractor and the State Govt. shall have the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor and then by the proper officer authorized to enter into the contract on the behalf of the State Govt.

The acceptance of the tender and award of the contract even to more than one contractor, if considered necessary, will rest with the Chief Engineer, Rural Works, ODISHA, Bhubaneswar who does not bind himself to accept the lowest tender and reserve himself the authority to reject any or all of the tenders received, without assigning any reason the earnest money deposit of the unsuccessful tenderers who are not awarded with the work will be refunded on application after the tender is finalized.

The earnest money deposit of the unsuccessful tenderers who are not awarded with the work will be refunded on application after the tender is finalized.

Tender may not, at the discretion of the competent authority, be considered, unless accompanied by Xerox copies or attested true copies of the I.T.C.C./ S.T.C.C Clearance / non-assessment certificate as the case may be , and the original certificate are to be produced before the tender opening authority at the time of opening of the tender.

All the rates and prices in the tender cover all tax viz . Central or states sales tax , octroi, cess any other local taxes ,ferry , tollage charges and royalties and any other charges.

The contractors shall produce necessary receipts in support to payment of royalty and taxes for the material supplied by them for the work failing which royalty , taxes as applicable will be deducted form their bills.1.00% cess to be recovered from the bill.

The work is to be completed in all respect with in the period mentioned in TCN, in Calendar months form the date of written order to commence the work.

After opening the tenders if a tenderer withdraws himself from the competition during the validity of tender , the EMD received along with the tender shall be forfeited and in case of fixed deposit holder the amount equals to that extent shall be adjusted against the fixed deposit account and credited to the govt.

INSTRUCTIONS TO TENDERERS

2.1 Tender containing extraneous conditions not covered by the conditions here-in –before and here-in- after provided and quoting rates on units different form those prescribed in the tender schedules will be liable for rejection. No tenderer will be permitted to furnish tender in their own manuscript form. This however, excludes special cases for which alternative designs and specification may be asked for specifically, in the special condition of contract.

2.2 The successful tenderer shall make his own arrangement at his cost for all materials T &P machinery required for the satisfactory completion of work in time unless otherwise specified in the conditions of contracts.

2.3 By submitting a tender for the work, a tender 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, medical and labour and food stuffs etc. and that the rates quoted by him in the tender will be adequate to complete the works according to the specifications and conditions attached there to and that he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials rates which shall include cost of materials and all others charges necessary for the completion of the work, to the entire satisfaction of the Chief Engineer Rural Works, Bhubaneswar and his authorised subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason, incase the contractor is found later on to have misjudged the condition as regards availability of materials labour or any otherfactors.

2.4 The following particulars must be filled in by the tenderers

a)Details of works of similar type and magnitude carried out by the tenderer in proforma “A” in persons of the relevant classes of the tender notice.

b)Details of construction plants and machineries available with the tenderer in proforma “B” in pursuance at the relevant classes of the renderer call notice.

2. 7 (a)Statement regarding similar nature of work 75% of executed over the last three year (2019-2020 to 2021-22)
 certify by the Employer (Executive Engineer or equivalent rank) **(Not required)**

Sl No.	Name of the Employer	Description of work	Value of Contract (Rs.in Lakhs)	Agreement No.	Date of Issue of Work Order/ Date of Commencement	Stipulated Period of Completion	Year wise value of work done(Rs.in Lakhs)	Whether the work is completed/ in progress	Remarks		
1	2	3	4	5	6	7	8	9	10		

* Work executed on Sublet and of Private concerned will not be accepted.

* Work certificates from Executive Engineer or equivalent rank only be accepted.

Signature of the Tenderer

2.7 (b) Schedule of Plant and Construction Equipment in the Possession of the Tender and which will be Employed for this Contract (Required)

SI No.	Name of the Equipments	Requirements	Possession			Invoice/ Bill/ RC Book/ Any other proof of ownership.
			Own	Lease	Total	
1	2	3	4	5	6	7
1	Hydraulic Excavator	1 No.				
2	Pneumatic Breaker	2 Nos.				
3	Air Compressor (250 Cfm)	1 No.				
4	Tipper (10 Ton)	1 No.				
5	Front End Loader (1 Cum)	1 No.				

Signature of the Tenderer

Acceptance of the tender will be intimated to the successful tenderer in writing. The tenderer is to deposit the initial security deposit and sign the agreement as prescribed in the Notice Inviting Tenders.

2. 9 If the tenderer has a relative employed as an officer in the rank of an Asst. Engineer and above in the state PWD in the rank of Under Secretary and above in the Works Deptt., he shall inform the Chief Engineer, Rural Works , Bhubaneswar mentioning the exact details in a covering letter along with the tender failing which his tender will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The earnest money and the total security deposit will be forfeited and he shall be liable to make good in loss or damage resulting from such cancellation. In case, the tenderer has no relationship with any of the officers mentioned above he shall have to furnish with his tender a certificate to this effect.

2. 10 No contract work however petty, may be carried out except under and in accordance with a duly executed agreement or special written authority from the Executive Engineer-in-Charge of work.

2. 11 Canvassing in any form is prohibited and the tenders submitted by the tenderers who resort to canvassing will be rejected and the tenderer will not be allowed to tender for any other work in this organization.

2. 12 Details of drawing and specifications if any as are not supplied to the tender documents for the work may be seen in the office of the Executive Engineer Rural Works Division, Mentioned in Column No. 8 of TCN on working days during working hours.

2. 13 If any other information regarding plan and specifications etc. are required before submission of the tenders, the same can be obtained from the Superintending Engineer Rural Works Division mentioned below.

2. 14 The detailed specification for all items of work involved in the work shall be in accordance with the following:-

a) Any other standard code or specifications of work as prescribed by the Chief Engineer, RW, Bhubaneswar/C.C.E.R.W, Circle / Superintending Engineer R.W. Division.

In case of variations in provision of codes or specifications of works referred to above, the decision of the Chief Engineer, Rural Works, Bhubaneswar as regards the specification to be adopted in the work, shall be final, conclusive and binding on both the parties. Every tenderer must examine the aforesaid specification before submitting his tender. The Chief Engineer, Bhubaneswar or his authorized subordinates reserves the right, without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work duly and satisfactorily. Such increase or decrease shall in no case invalidate the contractor rates. It shall be definitely understood that the Government does not accept any responsibility for the correctness or the completeness of the quantities shown in the schedule. The schedule is liable to alteration by omissions or additions or deductions. Such omissions, additions or deductions to any extent shall in no case invalidate the contract and no extra monetary compensation will be entertained.

2. 15 The rate quoted for the work will deem to include all incidental items which may be necessary such as bailing out of water from foundation, construction of bench marks, level pillars, profiles, benching leveling of ground etc. wherever required. The incidental items mentioned herein are only indicative and not exhaustive. No extra payment or claim will be admissible on these grounds.

All arrangements for traffic during construction including provision of temporary cross drainage structures, if required, and treated shoulder, including their maintenance, dismantling and cleaning debris, where necessary shall be considered as incidental to the works and shall be the contractors respectively.

2. 16 The contractor has to arrange for adequate supply of clean water required for the works and also has to arrange adequate light arrangements for night works whenever necessary at his own cost.

Whenever possible and available on stock the necessary pumps and pipe lines required for the work may be supplied by the department on hire charges as fixed by the Superintending Engineer. The cost of

installation of the pump and laying of pipe and dismantling the same including necessary carriage from the departmental godown and back shall borne by the contractor.

2. 17 The tenderers are required to go through each clause of PWD form F-2 carefully in addition to the clauses herein before and herein after provided as there are deemed to be the part of the contract.

2. 18 The notice inviting tenders, instruction to tenders, general condition of contract, detailed call notice, special condition of the contract, specification, schedule of quantities along with printed conditions of P.W.D. form F-2, approved drawing, prime schedule and the rate together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions the same is to be got clarified by the tenderer before submission of the tender. If such conflict arise after the tenders are open and the decision of Chief Engineer, Bhubaneswar shall deemed to be final and binding on the contractor.

2. 19 a)The tenderers will be considered to be valid for ninety days from the last days prescribed for receipt of tender.

b)The period of validity of tender can also be extended if agreed by the tender and the department.

3. GENERAL CONDITION OF CONTRACT:

3. 1 The contractor shall not sublet whole or part of the work without written consent of the concerned Executive Engineer or transfer be made by power authorizing others to receive payment on behalf of the contractor and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts of defaults and negligence of any sub-contractor employed by him as fully as if they are caused with the acts, defaults and negligence of the contractor, his agents, servants or workmen. Employing laborer directly on piece work basis shall not be deemed to be understood as subletting as explained above.

3. 2 The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides of provision of labour, material and construction plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and subsequent maintenance for a period of not less than **12(Twelve)months**.

3. 3 a) The drawing shall remain in the safe custody of the Executive Engineer, but two sets of copies thereof shall be furnished to the contractor on free of cost. At the completion of the work the contractor shall return to the concerned Executive Engineer one set of all the drawings, supplied to duly signed as completion drawing.

b) No claim shall be entertained against the department on account of any increase in railway or road freight or prices of cement, steel, petrol, coal, fuel, oil, lubrication. Explosives and other materials or commodities, labour charges etc. during the course of construction or after tendering for this work till the date of completion except the incidence at price variation and period covered under the relevant Price Escalation Clause of the Agreement.

3. 4 The contractor shall give adequate notice in writing to the Engineer-in-charge for any further drawing or specification that may be required for the execution of the work or otherwise under the contract. In the event of any delay in the issuing of any of the detailed drawing etc. for any reasons what-so-ever reasonable extension of time may be granted on application by the contractor but on no account any claim for monetary compensation will be entertained.

3. 5 One copy of the drawing supplied to the contractor shall be made available at the site for reference for use of the departmental officers during inspection.

3. 6 From time to time the contractor shall submit to the Executive Engineer-in-charge for his approval the programme showing the order of procedure and method in which he proposes to carry out the work and whenever required by the concerned Executive Engineer-in-charge or his representative furnish for his information, particulars in writing of the contractor's arrangements for the carrying out of the work and of the constructional plan and temporary work which the contractor intends to supply, use or construct as the case may be. The submission to and approval by the Engineer-in-charge of such programme for furnishing

of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

3. 7 The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all part of the work and for the provision of all necessary instruments, appliances and labour in connection there with. If any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions or alignments of any part of the works the contractor on being required to do so by the concerned Executive Engineer-in-charge. The checking of any setting error to the satisfaction of concerned Executive Engineer or his representative shall not in any way relieve the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, pegs and other things used in setting out of the works.

3. 8 Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective from safety or any other grounds. The contractor has to carry out any such detailed instruction from the Engineer-in-Charge or his authorized sub-ordinates regarding such structures. All the centering and shuttering should be got approved by the Engineer-in-Charge before concreting is done.

3. 9 Explosive shall not be used on the work by the contractor without the permission in writing of the concerned Executive Engineer and then only in the manner and to the extent prescribed. Where explosives are used the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, loss or injury to any person or property and shall be responsible for complying with all the statutory rules and regulations prescribed by the Chief Inspector of Explosive.

It is the responsibility of the contractor to procure explosive required for the work. However, the department may extend necessary possible help for procuring explosive license. No claim will however be entertained for delay or failure in rendering such help by the Department.

3. 10 The contractor shall in connection with works provide and maintain at his own cost all lights, security guards, fencing and watching as and where necessary or required by the concerned Executive Engineer or his representative for the protection of the works or for the safety and convenience of the public or others.

3. 11 The contractor shall indemnify the department against all losses and claims for injuries or damages to any person or property what-so-ever which may arise out of or in consequence of the construction and maintenance of the works and against all the claims, demands, proceedings, costs charges and expenses what-so-ever in respect of or in relation thereto.

3. 12 The contractor shall abide by the C.P.W.D. safety code introduced by the Government of India. Ministry Housing & Supply in standing orders No.-44-250 dated 25-11-57 which can be seen in the office of the Executive Engineer, on any working day during office hours.

3. 13 The contractor shall abide by "Fair Wages" clause in accordance with the Government of ODISHA, Works and Transport Department letter No. A - VIIIIR- 18/52/25 dated 26-02-55 and No. IIM – 56/51-28845 (A) dated 27-09-61 and Workmen's Compensation Act. 1923 and other laws as may be introduced by the Government from time to time.

3. 14 The contractor in accordance with the requirement of the Department afford all reasonable opportunities for carrying out their works to any other contractors employed by the Department and their workmen and to the workmen of the department and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the department may enter into in connection with or ancillary to the works.

3. 15 The contractor shall at his own expenses provide and maintain all the constructional plant, temporary works, materials both for temporary and for the permanent works, labour transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.

3.16 *The Deptt. may supply materials as are available with them but the contractor shall keep himself in touch with the day-to-day position regarding the supply of the materials from the Executive Engineer-in-charge and to so adjust the progress of the work that their labour may not remain ideal nor may there be any other claim due to arising out of the delay in obtaining the materials. It should be clearly understood that the contractor is solely responsible to make his own arrangements for all the materials required for the completion of the work intime.*

3. 17 *On the completion of the work, all rubbish, debris, vats, tanks materials and temporary structures of any sort or kind used for the purpose of/for connected with its construction are to be removed by the contractor and all pits and excavations filled up at his own cost and his site handed over in a tidy and workmen like condition and the final payment in settlement of accounts for the said work shall be held to be due or shall not be made to the contractors till such site clearance shall have been effected by him and such clearance may be done by concerned executive engineer at the expense of the contractor in the event of his failure to comply with provisions within 7 days after receiving notice in writing from the Engineer – in-charge to that effect if it becomes necessary for the Engineer- in-charge to have the site clearance done as indicated above at the expense of the contractor, the department shall under no circumstances be held liable for any losses or damages to such of the contractors property as may be on such site due to such removal there from, removal of which may be effected by means of publics sell of such materials and property or in such way as deemed fit and must convenient to the concerned ExecutiveEngineer.*

3. 18 *The contractor shall have to submit to the Engineer-in-charge fortnightly return of labourboth skilled and unskilled as employed by him on the work in the proforma to be prescribed by the Chief Engineer,Bhubaneswar.*

3. 19 *The Deptt. reserves the right of deciding the type of the structure construction to be constructed and contractor shall abide the decision of Deptt. In case of alternative items or items occurring in the tender the Chief Engineer R.W. /EXECUTIVE ENGINEER / Superintending Engineer R.W. Division, may order to execute any of such item or items at which direction, and the contractor shall not have choice in his decision to hisadvantage.*

3. 20 *The rates in the tender will be deemed to include cost of all materials including loading unloading, leads, lifts, taxes, royalties etc. and in other charges whether the materials are issued the Deptt. or arrange from any other sources by the contractor.*

3 . 21 *The contractor shall supply sample of all materials, free of cost before procurement for the work for testing and acceptance as may be required by the concerned ExecutiveEngineer.*

3. 22 *The contractor shall uncover any part or parts of the works or make opening in or though same as the concerned Executive Engineer may from time to time direct for testing and shall reinstate and make good such part or parts to the satisfaction of theEngineer-in-charge.*

3. 23 *The Engineer-in-charge during the progress of the works has power to order in written in the site order book, so maintained at the site of work by the contractor in the form prescribed in the Deptt. From time to time.*

a)*The removal of any materials from the site within such time or times as may be specified, which in the opinion of the Engineer-in-charge are not in accordance with the specification.*

b)*The substitution of proper and suitable materials.*

c)*The removal and proper re-execution of any work in respect of materials workmanship which in the opinion of the Engineer-in-charge is not in the accordance with the specification.*

3. 24 *Either during the execution or after the completion of the work, contractor shall arrange in his own cost requisite equipments for testing the structures, if found necessary by the Engineer-in-charge and bear the entire cost of such tests conducted as per the direction of the concerned Executive Engineer.*

3. 25 The contractor shall on the written order of the concerned executive engineer suspend the progress of the work or any part thereof for such time or times and in such manner as the Engineer-in-charge may consider necessary and shall during such suspension, properly protect and secure the work as far as is necessary in the opinion of the Engineer-in-charge. No claim in this regard will be entertained.

3. 26 The contractor after award of the work shall commence the work at site within the period prescribed by the Engineer-in-charge and shall also maintain proportionate progress. The contractor should bear all expenses and **charges of special or temporary road required by him in connection** with access to the site. Subject to any requirement in the contract as to **the completion of any portion of the works before completion of the whole**, of the works shall be completed within the time stated in the contract.

3. 27 The concerned executive Engineer shall make any variation of quality or quantity of the works or any part thereof that may in his opinion be necessary and for that propose or it for or any other reasons. It shall in his opinion be desirable. If due to such alteration or additions any item or items of works are to be executed which are not specially covered by the contract then the same may be taken up departmentally through job work agreements with the same contractor or separate piece workers or through master rolls at the prevailing schedule of rate at or rates approved by the Chief Engineer Rural Works. When the extra or additional items are executed through the same contractor he shall give in writing his willingness to accept the prevailing schedule of rate or the rates approved by Chief Engineer Rural Works, ODISHA, Bhubaneswar prior to taking up the work.

It is to be clearly understood that no claims what-so-ever will be entertained as regards the extra or less quantity of work against the items provided in the contract or extra items of work done under written order of the concerned Executive Engineer. The rate in the latter case being the prevailing schedule of rates or the rates approved by the Chief Engineer, Bhubaneswar. If the contractor executes the extra items but fails to give in writing his willingness to accept the prevailing schedule of rates the decision of the Chief Engineer, Bhubaneswar, will be final as regards rates admissible, which will be binding on the contractor.

a) GST on finished products shall not be paid separately. If any such tax is levied, the contractor shall bear the same. No special conditions on this issue will be entertained. They should also give an under taking on this point as indicated below : certified that the rates quoted by me are inclusive of GST on finished work. No extra amount shall be claimed.

3. 28 The construction materials if available with the Deptt. may be supplied to the contractor at the direction of the Deptt. At the place and at the rates as noted against each. The contractor may satisfy himself about the quality and quantity of materials at the time of issue. In case of non-supply these materials for any reason what-so-ever it shall be the responsibility of the contractor to procure such materials (to be approved by the Engineer-in-charge) from the market and complete the work within the stipulated time . No monetary claim or compensation of any kind what-so-ever will be entertained by the Deptt. nor this can be taken as a plea by the contractor to apply for extension of time to complete the work. The state custody and up keep of the materials so issued by the Deptt. will be the sole responsibility of the contractor. He is also to bear in addition, all the incidental charges such as transport, storage, handling of materials and in other expenditure incurred for return of empty cement bags and empty containers etc. at issuing stores.

3. 29 The Deptt. have the right to supply at any time in the interest of work any departmental materials to be issued in the work in addition to those mentioned in appendix (A) and the contractor shall use such materials without any controversy or dispute on the account.

The rate of such materials as supplied under clause 3.28 will be at the stock issue rate fixed by the Deptt. or market rates prevalent at the time of supply whichever ever is higher.

The contractor may take delivery of departmental supply of materials according to his need for the work issued by the sub-divisional offices. The contractor shall make all arrangements for proper storage including cost of store sheds required for the purpose and providing for watching arrangements at his expenses.

The deptt. is not responsible for any effect due to issue of materials. Under any short contingency if the contractor stop or delay the execution of work relevant penalty clause as per F-2 agreement will be enforced.

3. 32 *The contractor will responsible for the misuse, loss or damage due to any region may what-so-ever of any departmental materials supplied to him the execution of the work. Case of such loss damage or misuse, recovery at the rate of five times the cost of the materials issued will be deducted from the bills or his otherdues.*

3. 33 *Machinery is available may be issued by the direction of the Deptt. contract on hire at daily or hourly rates as per appendix – B, without POL subject to condition that the contractor execute in advance an agreement with the Engineer-in-charge as per the circular letter No. vide work Deptt. letter No. 8949 dt. 03-02-89 .*

3. 34 *The contractor will refund the machinery taken by him for use in the work in good serviceable condition to the issuing store at his own cost.*

3. 35 *The hire charges will be calculated from the date of issue to the date of return.*

3. 36 *Super/ Special class Contractor shall employ under him One Graduate Engineer and Two Diploma Holders belonging to the State of ODISHA. Likewise “A” Class Contractor shall employ under him One Graduate Engineer or Two Diploma Holders belonging to the State of ODISHA.*

The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the Government of ODISHA. The Chief Engineer, Roads, ODISHA may however assist the contracted with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the Contractor.

The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with each tender as to who would be supervising the work. In absence of such intimation the tender shall be treated as incomplete.

Each work bill of the Super Class, Special Class and “A” Class contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holders so employed by the contractor to the effect that the work executed and included in the bill has been supervised and measured by him/ them. The Rule is amended in Government of ODISHA, Works Department Office Memo No. 13/93 24317 dtd.28.09.1993.

3. 37 METHOD OF ISSUE OF MATERIALS.

(a) (i) *M.S. rods, plates, structural and High Tensile Steel bars if issued will be supplied in length and sizes as available in the stock.*

For payment of reinforcement the steel including authorized lappages shall be measured in lengths of different diameters as actually used (including hooks and bends) in the work correct to a cm and their weight calculated on the sectional weights/ area prescribed by the Indian Standard specifications wastages, spacer bars and unnecessary lapages will not be paid for. Annealed steel wares used for bindings shall not be measured, its cost being included in the rate of reinforcement.

(ii) *The contractors will have to bear the charges of straightening, cutting, bending, binding, tying, jointing, welding etc. to required sizes without any extra cost to Govt. No cut pieces of M.S.Angels, M.S.Rods, joists etc. less than one meter in length will be accepted back as surplus and all this will be contractors property. Cut pieces of more than 1 meter in length will be returned by the contractor at the issuing store without any conveyancecharge.*

(b) (i) *Cement shall always be issued in bags and the weight of one bag of cement shall be taken as 50 kg*

(ii) Empty cement bags are to be returned in good and serviceable condition to the issuing store at the cost of contractor falling which **Rs. 5/- (Rupees Five)** only for each empty cement bag will be recovered from the bills of the contractor .

(c) (i) Bitumen will be supplied in bulk or in standard drums as available.

(ii) All empty bitumen drum should not be returned to the issuing the cost each empty drum (a) Rs.100.00 (Rupees One hundred) only is to be recovered from the contractor.

(d) **HIGH TENSILE STEEL**

(a) H.T Steel may be supplied by Department as required , if available in the Departmental store . The steel will be supplied in lengths as received from the manufacture.

(b) The contractor , shall with in the period stipulated by the Engineer ,submit an estimate of his total requirement of steel . Normal requirement of only about month's work will be supplied lived in advance. Stock piling of H.T Steel on the work site will not be allowed at any time and specially before and during monsoon.

(c) Special care will be taken by the contractor to store the H.T steel undersuitable shed easy approved by the Engineer –in -charged .He or his authorized representative should always have easy access to the store yard for inspecting the H.T steel and satisfy themselves regarding the condition thereof .Any modification suggested by them shall be scrupulously followed by the contractor .

(d) H.T steel shall always be protected from rusting by suitable sealing the same which shall be removed just before the steel is being used. During monsoon days the H.T. steel shall be kept, as far as practicable, in airtight store at the expense of the contractor.

(e) The contractor shall at all times maintain record showing the basis of the indents, the receipts and the utilizations of the H.T. steel supplied by the Deptt. These shall for all times be open for inspections by the Engineer or his authorized representative also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damage so called will have to be made good by the contractor at his own cost.

CONDITIONS FOR ISSUE FOR PLANT AND MACHINERY TO CONTRACTORS ON HIRE

The contractors must have adequate plant and machinery of their own for the work. The department shall not take any responsibility to supply plant and machineries to the contractor. No claims on account of non-supply of plant and machinery by the department shall be entertained and no extension of time on this ground be entertained. If at any time, the contractor desires, through a written application to avail the plant and machineries of the department, those can only be spared, if available with the department. He has to utilize the same at two times of the prevailing hire and running charges of the department enclosed with this D.T.C.N.

An agreement shall be entered into by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including the refund of security deposit will not be made until the total amount due to Government of account of higher of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any time shall be recovered from his next subsequent bill.

All transit and incidental charges in connection with the dispatch of tools and plants and machinery from workshop shed / deposit return there to will be born by the contractor.

The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant machinery is made over up to an inclusive of the date of its return even through the same day may not have been utilized for any reasons except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery gets out of order requiring major repairs.

The higher charges are clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hours will include the time required to make up the boiler temperature and bringing plant to the operating conditions before the actual start of work.

The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the engineer in charge from time to time. In no case the tools and the plants shall be operated beyond 8 hours in any shift without prior written permission of the engineering incharge.

The contractors shall releases the plant and machinery as and when required for periodical servicing and maintenance. He shall all so provide any labour and water source for washing the plant in the case of concrete mixers, pavers and similar such equipments, the contractor shall arrange to gate hopper cleaned and the drum etc. washed at the close of work eachday.

The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and materials etc. on his part. The same will returned only when they required measure repair or when in the opinion of the engineer in charge the work or a portion of work for the same was issued iscompleted.

The tools and plant shall, while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wears and tears. The damage or loss as assessed by engineering in charge shall made good by the contractor. In the event of a disagreement as to the extent of damage of the value of articles loss, the decision of the EXECUTIVE ENGINEER shall be final. The contractor shall on or before the supply of the plant and machinery sign an agreement in indemnifying the government against loss or damage to the machine. The contractor shall all so be responsible for any claim for compensation for loss of life, injury or damage to property etc. arising from any cause what so ever the contractor shall provide full time choukidar for guarding the plant and machinery atsite.

If the articles are not return within the sate originally specified or extended by the engineering in change, in addition the normal higher charge, a surcharge equal to 10% of the higher charge will be levied for the period that the machinery is not returned. Such period will be treated as working time and charged as workingtime.

In the event of the non returned of machinery , the full value of the article at the current market price will be recover from the contractor or outstanding or any bill that may became due in respect of his other works under the state public works department. The superseding engineer shall be final in case dispute.

Formal agreement : the contractor , before taking the poison of the machinery enter in to an agreement with the anger in charge or his nominee in the formattached

Log books for recording the hours of daily for each of the plant and machinery supplied to the contractor maintained by the department and will be attested by the contractor or his authorities agent daily . In case of contractor contest the correctness of the entails and / or fails to sign the log book , the decision of the engineer in charge shall be final and binding on him .Hire charge will be calculated according to the entries in the logo book and will be binding and the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS AND PLANTS.

This agreement made theof the twothousand..... (here inafter reformed to as “ the hirer” which exertion shall unless excluded by or repugnant to the contest included heirs , exciters administrators and assigns) of the one part and the government of ODISHA (here in after refer to as the governor which expression shall unless excluded by or repugnant to the context included succeed office as assigns) of the other part.

Whereas the hirer desires of hiring the tools and plant of the public works department of ODISHA government and more particularly specified in the schedule here under between here in after refer to as “the tools andplants”.

And whereas government has agreed to late in hire the tools and plant to the higher and terms and condition here in after mentioned

Now it is hereby agreed by the between the parties here to was follows

(1) In consideration of the agreement that the higher charges be recover from their bills for works excut4ed on which this machinery will be used or any other than standing in the names of contractors in the book of the department or any other government department , the government agrees to let the hirer tools an plant for period of ----- to be computed form the date of delivery of the tools and plant to the hirer at the public works department workshop at-----

(2) The rate of hire charges will be as mentioned in the scheduleattached.

(3) The hire shall not transfer, assign or sublet or in any way part within the tool and the plant or any part thereof without the precious written approval if the engineer-in-charge.

(4) On the expiry of the period the hire, the hire shall return the tools and plant to the public works department s and workshop/store----- in the same good condition in which they received byhim.

(5) In the event of the tools and the plant not being returned on the expiry of the above mentionedperiod , the hirer shall without prejudice and fancy other liability pay to the government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.

(6) The tools and plant shall be open for inspection at all times to the officer of thegovernment

(7) Thehirershallnotoperatethetoolsand plantsohiredformorethanoneshift/twoshiftof 8 hours each per day without the prior sanction of the engineer in charge . If the hirer operates the tools and plant beyond the aforesaid limit with the prior sanction of the Assistant Engineer, shall pay to government additional hire charges as well as over time charges as well as over time charges for staff for such excess operation at the rate approved by the engineer in charge from time to time.

(8) In case of breakdown, repairable at the site within a period of three days hire charges specified in the schedule will be levied except in the case of majorrepairs.

(9) Normally the tools and plant will besuppliedwith operatingstaff.

(10) The hirer shall be responsible for any claims for compensation for loss of life, injury damage to property etc arising due to any cause whatsoever during the period the machinery hischarge.

(11) All municipal or other dues and taxes payable on account of the use or operation of tools and plant for the period of hire shall be defrayed by thehirer.

(12) The hirer shall make food any loss or damage arising our of cases other than fair wear and tear to the tools and the plant during the period of hire. The cost recoverable from the hire shall be the full replacement value as determined by the engineer in charge. In the event of any loss or damage not being made good by the satisfaction of the said engineer in charge the officer shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the said engineer in charge on demand such an amount shall be necessary to make good the loss or damage failing which the same will be recover from his dues as in case of hirecharges.

(13) On the breach of any term or condition of this agreement by the hirer the engineer in charge shall be entitled to demand the return of the tools and th4 hirer shall return the tools and plant within 72 hours from the date of receipt of such order in writing . in case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the engineer in charge for period the tools and plant are detained provided that the ,maximum penalty shall not exceed the cost of replacement of the tools and plant.

(14) In the case of any dispute between the hirer and the government the decision of the EXECUTIVE ENGINEER shall be final.

(15) In case any question, dispute or difference shall arise between the engineer in charge and the hirer as to what additions it may be made in fairness to the amount of the hire be reason of breakdown of the machinery, shut down of the work due to reasons beyond the control of hirer through no fault of the hirer also so due to the increase in quantities of the work beyond that included in the contract or due to any other matter or thing arising under or out of this contractual except as to the matter left to the sole decision or requisition of the engineer in charge under the clause in the contract then such question, dispute, difference should be referred to the arbitration arbitrator shall be equivalent to a final decision of the matter.

(16) This agreement shall be operated by the engineer in charge in behalf of the government and the term engineer in charge shall include all officers duly authorized by him to exercise powers in his behalf.

THE SCHEDULED

Serial No.	Description and name of the articles	No.	Amount of hire per hour	Remarks

In witness whereof the hirer and the Engineer in charge has for and on behalf of the Governor of the State have set their respective hand the day and the year herein abovewritten.

Signed by :

In the presence of :

1. _____ 2. _____
Signed sealed and delivered in the presence of

1. _____ 2. _____

CONSOLIDATED STATEMENT OF HIRE CHARGES OF DIFFERENT TYPES OF MECHINERIES & EQUIPMENT ALONG WITH INSPECTION & TRANSPORT VEHICLES
(vide Chief Engineer roads & buildings ODISHA's no.14179 dt.15.03.2001)

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Sl. No.	Description of machineries	Usual hire charges with POL & with labour perHr.	Usual hire charges without POL & with labour perHr.	Usual hire charges without POL & with labour perHr.	Usual hire charges with POL & with labour for 4Hr. & less	Usual hire charges without POL & with labour for 4 Hr. & less	Usual hire charges without POL & labour for 4 Hr. & less	Usual hire charges with POL & labour upto 8 Hrs.	Usual hire charges without POL & with labour upto 8 Hrs.	Usual hire charges without POL & labour upto 8 Hrs.	Idle charges with labour upto 4 Hrs.	Idle charges without labour upto 4 Hrs.	Idle charges with labour upto 8 Hrs.	Idle charges without labour upto 8 Hrs.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Diesel road roller 8/10 ton Cap. Purchased before 1.1.90	216.00	127.70	84.45	864.00	510.80	337.80	1728.00	1021.60	675.60	263.60	90.50	527.20	181.00	
2	Diesel road roller 8/10 ton Cap. Purchased after 1.1.90	259.75	132.50	134.50	1039.00	730.00	538.00	2078.00	1460.00	1076.00	311.60	119.60	623.20	239.20	
3	Paver finisher	606.45	385.75	350.15	2425.80	1548.00	1400.60	4851.60	3086.00	2801.20	433.00	290.60	866.00	581.20	
4	Pump with 5 H.P. diesel engine	42.60	29.35	9.00	170.40	111.40	36.00	340.00	234.00	32.00	97.60	16.35	195.20	32.70	
5	Pump with 10 H.P. diesel engine	62.40	34.80	14.50	249.60	159.20	58.00	499.20	278.20	116.00	105.00	23.70	210.00	47.40	
6	Pump with 20 H.P. diesel engine	101.10	45.95	25.60	404.40	188.80	102.40	308.80	367.60	204.80	119.80	38.40	239.60	67.80	
7	Guniting Machine (Without compressor)	51.50	51.50	15.90	206.00	206.00	63.60	412.00	412.00	127.20	164.60	22.15	329.20	44.30	
8	Tractor 40 H.P.	167.40	79.15	53.25	669.60	316.60	213.00	1339.20	633.20	426.00	170.60	66.85	341.20	133.70	
9	Trolley with four wheels	7.10	7.10	4.10	28.40	28.40	16.40	56.80	56.80	32.80	15.60	3.50	31.20	7.00	
10	Trolley with two wheels	6.00	6.00	3.00	24.00	24.00	12.00	48.00	48.00	24.00	15.00	3.00	30.00	6.00	
11	Concrete Mixture	92.55	65.00	32.60	370.20	260.00	130.40	740.40	520.00	260.80	169.00	39.40	330.00	78.80	

Contractor

Executive Engineer

Contractor

<i>Sl. No.</i>	<i>Description of machineries</i>	<i>Usual hire charges with POL & with labour per Hr.</i>	<i>Usual hire charges without POL& with labour per Hr.</i>	<i>Usual hire charges without POL& with labour per Hr.</i>	<i>Usual hire charges with POL & with labour for 4 Hr. &less</i>	<i>Usual hire charges without POL& with labour for 4 Hr. &less</i>	<i>Usual hire charges without POL& labour for 4 Hr. &less</i>	<i>Usual hire charges with POL &labour upto 8 Hrs.</i>	<i>Usual hire charges without POL & with labour upto 8 Hrs.</i>	<i>Usual hire charges without POL &labour upto 8 Hrs.</i>	<i>Idle charges with labour upto 4 Hrs.</i>	<i>Idle charges without labour upto 4 Hrs.</i>	<i>Idle charges with labour upto 8 Hrs.</i>	<i>Idle charges without labour upto 8 Hrs.</i>	<i>Remarks</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>	<i>14</i>	<i>15</i>	<i>16</i>
13	Mech Head winch 10 ton	146.70	146.70	17.10	586.80	586.80	68.40	1173.60	1173.60	136.80	572.80	54.35	1145.60	108.70	
14	Power winch 40 H.P.	157.65	69.40	43.50	630.60	277.60	174.00	1261.20	555.20	348.00	164.20	60.50	328.40	121.00	
15	Wheel mounted water tanker	9.25	9.25	6.25	37.00	37.00	25.00	74.00	74.00	50.00	17.60	5.50	35.20	11.00	
16	Water tanker	5.85	5.85	2.85	23.40	23.40	11.40	46.80	46.80	22.80	15.00	2.95	30.00	5.90	
17	HMP separate mixing & drying 8/10 Ton capacity	777.05	354.10	310.90	3108.20	1416.40	1243.60	6216.40	2932.80	2437.20	497.60	324.75	995.20	649.50	
18	Tar boiler	34.65	34.65	8.50	138.60	138.60	34.00	277.20	277.20	68.00	118.80	14.05	237.60	28.10	

Executive Engineer

3. 39 The contractor should at his own cost arrange necessary tools and plant required for efficient execution of work and the rate should inclusive for running charges of such plant and cost of consumables.

3. 40 Tenders containing extraneous conditions not covered by tender notice are liable to be rejected. The tender should be strictly in accordance with the items mentioned in the call notice. Any change in warning will not be accepted.

3. 41 The contractor will be responsible for the loss or damage of any departmental material or machinery during transit and the execution of the work due to any reasons what-so-ever and the cost of such materials will be recovered from the bill at stock issue rates or market rates which-ever is higher.

3. 42 From the commencement of the works to be completion of the same there to be under contractors charge. The contractor is to be held responsible to make good all injuries, damage and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold Governor of ODISHA harmless for any claim for injuries of person or for structural damage to property happening from any neglect, default want of proper care or misconduct on the part on the part of the contractor or any one of his employment during the execution of the work 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.

3. 43 It shall be presumed that the tender has satisfied himself as to the nature and location of works, sub-soil strata and local conditions particularly those bearing on transport availability storages and handling of materials, whether conditions, monsoon conditions, current in the river and availability of sweet water etc. and has estimated his cost accordingly. Deptt. will bear no responsibility for the lack of acquaintance of those conditions on the part of the tenderer. The consequences of the lack of such knowledge will be at the risk and cost of the tenderer.

3. 44 The information and data shown in the contract documents are meant for general guidance only. The Deptt. will not be responsible for the strict accuracy thereof or for any deductions, interpretation, conclusion drawn there from by the tenderer.

3. 45 The Engineer-in-Charge has full power to require the removal from the promise of materials which in his opinion are not in accordance with the specification and in case of default engineer is to be at liberty to see such materials and to employ other person to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer is also to have full power to require other proper material to be substituted and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceed of such rejected materials when necessary, the balance if any, being kept in deposit in the contractor favour.

3. 46 If in the opinion of the Engineer-in-Charge any of the work had been executed with improper materials or defective workmanship the contractor, when required by the Engineer with, is to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor is so doing within a week the engineer is to have the full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor.

3. 47 The Engineer-in-Charge or any other officer authorized by the Deptt. is to have at all time access to the work and the works shall be entirely under his control. He may require the contractors to dismiss any person in the contractors employment for that works who may be incompetent or who may misconduct himself and the contractor shall comply with such a requisition. Should the contractor not comply within one week this requisition for dismissal, the Engineer-in-Charge will have the power of closing down the work.

Provided that if the employee concerned of the Chief Agent of the contractor an appeal may be made by the contractor to the Chief Engineer against the order of dismissal passed by the engineer within seven days of the order and the decision of the Chief Engineer on this point shall be final and conclusive.

If the Chief Engineer upholds the order of dismissal passed by the engineer and the contractor does not comply within three days from the date of communication of the Chief Engineer order with the requisition for dismissal

the engineer will have power of closing down the work. When the work is closed down under the above provision the contractor shall have no claim to any compensation from the department either for loss of time, damage of materials, loss of money by wages hire interest etc. for any cause.

3. 48 The contractor is to vary or deviate from the approved drawing or specification or execute any extra work of any kind whatsoever unless upon the authority of the Engineer-in-Charge to be sufficiently shown by an order in writing or a drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him.

3. 49 Any authority given by the Engineer-in-charge for any alterations or additions in or to the work is not to vitiate the contract but additions, omissions, alterations or substitutions made in carrying out the work are to be measured and valued and certified by the Engineer and added to or deducted from the amount of the contract as the case may be at approved rates of the particular item of work.

In those cases in which such rates do not exist the EXECUTIVE ENGINEER will fix the rates to be paid. In case of any dispute the matter may be referred to the Chief Engineer whose decision shall be final and binding.

3. 50 All works and materials brought and left at site by contractor or by his orders, for the purpose of the property of the Govt. of the ODISHA and the same are not to be removed or taken away by the contractor or any other person without the special permission in writing of the Engineer-in-charge but the Governor of the ODISHA will not be liable for any loss or damage which may happen to or in respect of any such.

3. 51 Any defects, shrinkage or other faults which may be noticed within 12 months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of Engineer-in-charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default the cost of making good the work shall be recovered from the contractor.

3. 52 A certificate of the Engineer or an award of the referee here in after referred to as the case may be showing final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance but without prejudice to the liability of the contractor, under the provision clause.

3.53 For the purpose of the jurisdiction in the event of dispute if any, the contract shall be deemed to have been entered into within the State of ODISHA and it is agreed that neither party to the contract shall be competent to bring suit in regard to the matter by the contract at any place, outside the State of ODISHA.

3. 54 If at any time after the commencement of the work, the Governor of ODISHA shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification drawing designs and instruction which all involve curtailment or increase of the work as original contemplated.

3. 55 USE OF SITE

The contractor shall at his own expenses make all necessary arrangement for lands and their reclamation if any where necessary for stores , field office having sweet water supply and similarly arrangement required for his materials and his employees etc. and shall pay direct all charges and taxes to the authorities and owner concerned .

The contractor shall have to abide by the regulation of the authorities concerned as well as the direction of the Engineer of the use of the site of work and should refrain causing undue obstruction traffic in the river.

3. 56 PROGRESS SCHEDULE

The contractor shall furnish with in fifteen days from the date of order to start the work, a progress schedule in quadruplicate indicating of start, the monthly progress expected to be achieved and the anticipated completion date of each measure item of work to be done by him, also indicating procurement and setting of materials plant and machinery for the completion of the whole work in the time limit and of the particular items, if any in the due dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress in

this schedule shall be kept up. In case it is subsequently found necessary to alter the schedule, the contractor shall submit in good time received incorporating necessary modifications purposed and get the same approved by the Engineer-in-charge. No received schedule shall be operative without such acceptance by writing. The Engineer-in-charge is further empowered to ask for more detailed schedules or schedules week by week for any item or items and the contractor shall supply the same as and when askedfor.

3. 57 *The contractor shall take all necessary precautions for the safety of the worker and preserving their health working in such jobs as required special protection and preparation. The following are some of the requirement listed. The same are not executive and the contractor shall augment those precautions on his own where necessary and shall comply with the direction issued by the Engineer-in-charge in this behalf from time to time and at all times.*

- (i) Providing protecting foot wear and head wear to worker in situation like mixing and placing mortar or concrete, in quarries and places where the work done is and too much in wetcondition.*
- (II) Providing protecting head wear to workers near equipments, cassion, launching etc. to protect them against accidental fall of materials from above.*
- (iii) Taking such normal precautions like providing hand rails at the edges of the floating platforms or cargos allowing rails and metal parts or unless timbers to spread around etc.*
- (iv) Supporting workmen will use proper belts, rope etc. when working in any plants, cranes hoists and dredger sets.*
- (v) Taking necessary steps towards training the workers concerned in the use of machinery before theyare allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoist and similar units areworking.*
- (vi) Providing adequate no. of boats for playing on the river during floods if work is under progress to prevent over load andcrowding.*
- (vii) Providing life belts to all men working at all such situations from where they may accidentally fall into the water and equipping the boats with adequate no. of life buoysetc.*
- (viii) Avoiding bare live wires etc. as would electrocute workers.*
- (ix) Making all platforms staging and temporary structure sufficiently strong and not causing the workmen, supervisory staff to make under risk.*
- (x) Providing sufficient first and trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accident due to suffocation, drawing and injuries.*
- (xi) Taking all necessary precautions with regard to use of driver if necessary.*
- (xii) The workers engaged on risky jobs should be adequatelyinsured.*

3. 58 *No claim for idle labour etc. on any account will be entertained by thedepartment.*

3. 59 *The approval of the Chief Engineer on the design method and specification adopted in the bridge shall not absolve the contractors of his responsibility for the soundness of the structure or the efficiency of itsexecution.*

3. 60 *The contractor shall have to make and maintained all diversion including light barriers etc., as directed by the Engineer-in-charge if construction of the bridge disturbs thetraffic.*

3. 61 *The persons or firm submitting the tender should see that the rate in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of thetender.*

3.62 *Before issue or the above materials to him, the contractor shall furnish Bank guarantee of any of the Nationalized Banks located at Mentioned in Column No. 8 of TCN for a sum equal to the cost of materials. The Bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full or – if the materials are partly utilized materials are returned by him to the department in full and in good condition and receipt thereof duly acknowledged by the concerned departmentofficer.*

3. 63 *The clauses of printed form of F-2 contract with latest addition/ deletion/ corrections/substitution etc. will also bebinding.*

ODISHA PUBLIC WORKS DEPARTMENT
(Form P-1)
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
General Rules and Directions for the guidance of contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the sub-divisional officer/ Executive Engineer.

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

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipt for payments made on account of work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts of the firm.

4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the sub-divisional officer/ Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

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

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake. Incomplete tender and tenders which purpose any alternation in the work specified in the said form of invitation to tender or which contain any other conditions of any sort, or omit to note the time within which he work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection.

7. The Engineer or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In event of a tender being rejected the challan for the earnest money forwarded there with be returned to the tender with a pay order for the amount of the earnest money.

8. The Engineer shall have the right to reject all or any of the tenders.

9. In the event of a tender being selected for acceptance, the Engineer who opened the tenders will if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and to the documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender of the selected tender shall also deposit the required amount of the security money with the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance. Such tenderer shall thereupon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tender will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Executive Engineer, Government securities may be endorsed to the Executive Engineer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2.00 percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money, shall be deposited by the tenderer within

much time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

12. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Engineer shall scrutinize all pages of the form of item, rate, tender and contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of ODISHA of the work specified in the underwritten memorandum at the rate specified therein within a period of..... Years months from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other documents referred to in rule. Hereof and subject to the annexed conditions of contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as applicable

MEMORANDUM

a) If several sub-works are included they should be detailed in separate list.

a) Name of work

b) Estimated cost..... Rs.

c) Earnest money cost..... Rs.

d) This deposit will be 5% of the estimated cost of the work.

d) Initial security deposit (including earnest money) to, Rs. be deposited before the commencement of the work.

e) This percentage deduction from bills will be credited to the contractor's security deposit.

e) Percentage to be deducted from bill
(Rs. 5% Rupees five percent)
(Rs. 3% Rupees three percent)

f) Time required for the work from the date of written order to commence..... months

g) Date of written order to commence

h) Total number of work tendered for

Item No.	Item of work	RATE TENDERED		Percentage
		In Figures	In words	
		Rs. P.		

Should this tender be accepted I/We here by agree to abide by and fulfil all the terms and provisions of the said condition of contract annexed here to so far as applicable on in default thereof to forfeit and pay to the Governor of Odisha or his successors in office the sum of money mentioned in the said conditions.

Signature of Contractor before submission of

Date the..... day of201.....

*Witness-

Signature of witness to one tender's signature

Address-

Occupation-

The above tender is hereby accepted by me on behalf of the Governor Odisha

Signature of the Officer by whom accepted

Date the..... day of201.....

CONDITIONS OF CONTRACT

Clauses of P1 Contract

Clause 1 All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by, sale of the security deposit or any part thereof.

Clause –2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay as compensation, an amount equal to ½ % on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates. The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorized agents, are fully complied with by the contractor to the Executive Engineers satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month: to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed; one half of the work, before one half such time elapsed, and three fourth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

Compensation for delay

his
of the
work

Clause –2 (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in one sum or deducted by installments) the Executive Engineer on behalf of the Governor of ODISHA, shall have power to adopt any of the following courses, as he may deem suited to the interest of the Government.

i) “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” vide **Works Department Order No.13396 Dt.01.07.2005** and in which case, the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government

ii) To employ labour paid by the Public Works Department and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and credited him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor) and credited him with the value of the work done, in all respects in the same manner and at the same rate as if it has been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

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

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

iv) Security deposit of the contractor shall be refunded only **12 (Twelve)** months after the date of completion of the work provided the final bill has been paid and defects, if any rectified.

Clause -3 In any case in which any of the powers, conferred upon the Executive Engineer by clause 2 hereof shall have become exercisable and the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable. In the event of any future case of default by the contractor of which by any clause or clauses he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor the past and future compensations shall remain unaffected. In the event of the Executive Engineer putting in force vested him under the preceding clauses he may, if he so desire, take possession of all or any tools, plants, materials and stores, in or upon the work, or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution account at the contract or in case of the same not being applicable, at current market rates to be certified by Executive Engineer whose certificate thereof, shall be final otherwise the Executive Engineer may by writing to the contractor or his clerk of the works, foreman or authorized be require him to remove such tools, plants, materials or store from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and his risk in all respects, and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken

for

Power to take possession of or require removal of or sell contractors

rates, the

other

Clause-4 If the contractor shall desire an extension of the time for completion of the work, on the ground of his having unavoidable hindered in its execution engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereon, authorize such extension of time, if any, as in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for delay.

Extension of time

may

Clause-5 On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (here in after call the Engineer-in-charge) to be completed until the contractor shall have remove from the area of the premises to be distinctly marked by the Executive Engineer in the site plan on which the work shall be

Final Certificate

executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors windows, floors or other part of any building in upon or about which the work is to be executed, or of which he may have possession for the purpose of the execution thereof nor until the work shall have been measure by the officer of the Public Works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractors shall fail to comply with requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion of the works, the Engineer-in-charge mat at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the salethereof.

Sub-Clause 5 If in the opinion of the Engineer-in-charge, which shall be final and binding on the contractor, occupation or utilization of a portion of the work completed in no way interferes with progress of the work the same may be occupied or utilized by on behalf of the Govt. under the written order of the Engineer-in-charge and to get the defects, if any rectified by the contractor at his (contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensations account of such occupation or use.

Clause 6 A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signatures of the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Payment on intermediate certificate to be regarded as advance & Bill to be submitted.

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Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. such immediate payments to the contractor shall be regarded as payments by of advance against the final payment only and not as payments for the work actually done and completed, and shall not preclude the required of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conducted, determine, of effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Deduction of Security deposits from Contractor's bills

All way

Clause 7 The final bill shall be prepared by the office of the Public Works Department in accordance within one month of the date fixed for completion of the work.

Preparation of Final Bill

Clause 8 If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge under the conditions of this contract (such materials and stores, and prices to be charged therefore as hereinafter mentioned being so far as practicable for the convinces of the contractor, but not so as in any way to control the meaning of effect of this contract are specified in the schedule or memorandum hereto annexed), the contractor shall be supplied at the rates specified in the said schedule may set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the

Store supplied by the Government

security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damaged to any such materials.

Clause 8-(a) If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provisions of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal, arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials of stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that may be then, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof.

Clause 8-(b) Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the department and the contractor is therefore, required to keep himself in touch with the day today position requiring the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that there may not remaining idle nor may there be any other claim due to or arising from delay in obtaining the materials it should be clearly understood that no monetary claim what so ever shall entertained by the Government on account of delay in supply materials. However extension by the contractor vide also clause-5.

Clause 9 The contractor shall execute the whole and every and part of the work in the most substantial and workmenlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office and to which the contractor shall be entitled to have access at such office and to which the contractor shall be entitled to have access at such office for the purpose of inspection during office hours and the contractor shall if he so requires be entitled at his own expenses to make or cause to be made and instructions as aforesaid.

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

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Clause 10 The Engineer in charge shall have power to make any alteration on addition to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge a such alteration shall not invalidate the contract and any addition work which the contractor may be directed to do in the manner above specified work as part of work shall be carried out by the contractor on the same condition in all respects on which he agreed to the main work. The time for the completion of work shall be extended in the proportion. And if the addition work included class work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned last mentioned class of work is not entered in the schedule of the date of his receipt of the order to carry out the work seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention

Alteration in specification and designs do not invalidate the contract.

or

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Rates of work not in estimate or schedule of rate, of the district.

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any

to change for such class of work of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

**Extension of time
in consequence of
alterations.**

No deviation from the specification stipulated in the contract not addition items of work shall any altered addition or substitution work be carried out by him unless the rates of the substitution altered or additional item have been approved and fixed in within by the Engineer-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15 days of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof the rates shall have been determined as lastly hereinbefore mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge. In the every of a dispute, the decision of the EXECUTIVE ENGINEER of the circle will be final.

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

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

any

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

**Action and
compensation payable
in case of bad work.**

the

may

Clause 13 All work under or in course of execution or executed in pursuance of the contractor shall at all times be open to the inspection or

**Work to be open to
inspection.**

**Contractor or
responsible agents to
be present.**

supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice or the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor wither himself be present to receive orders and instruction have a responsible agent duly accredited in writing present for that purpose orders given to the contractors agent shall be considered to have the same force as if they had been contractorhimself.

Clause 14 The contractor shall give not less that five day's notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension therefore be taken before the same is so covered up or placed beyond the reach of measurement shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate –in – charge of the work and if any work shall be covered up or placed beyond the reach or measurement without such notice having been given or consent obtained, the same shall be uncovered at contractor's expense, or in default there of on payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up.

and

Clause 15 If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work or any part of it is a being executed, or if any damaged shall happen to the work, while in progress from any cause whatever or any imperfection become apparent in it within 24 months from the date of final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at anytime thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor liable for damage done and for imperfection for 24 (Twenty Four) months after certificate.

Clause 16 The contractor shall supply at his own cost all materials (except such special material, if any, as may in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances implements, ladders cordage, tackle scaffolding the temporary works requisite or proper of the proper execution of the work whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not or which necessary for the purpose of satisfying or complying with the requirement if the Engineer-in-charge as to any matter as to which under this conditions, he is entitled to be satisfied, which he is entitled, to require together with carriage therefore to and form the work. The contractor shall also supply without charge the requisite number of persons with the means

Contractor to supply plant, ladders, scaffolding etc.

may

And is liable for damage arising from non provision of lights,

~~& materials necessary of~~ he purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time & from their totime or the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expensive of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security. And in liable for damages arising from non-provision of lights fencing etc. deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any

damaged and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

The Executive Engineer shall have the right to enquire into the decided any complaint alleging that the wages paid by the contractor to any labourer of the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

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

(b) The contractor shall employ one or more Engineer Graduate or Diploma holder as apprentices at his own cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentice's will be selected by the Chief Engineer, The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should be not less than Rs. 2,50,000.00, the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

(c) Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the state of ODISHA, like-wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to state of ODISHA. The employment of such graduate engineers and diploma holders under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any state government or central government service, public sector undertakings, private companies and firms or ineligible for appointment of Govt. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the state Govt. of ODISHA. The Chief Engineer, Roads, ODISHA may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought for by the contractor. The name of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with such tender as to who would be supervising the work.

Employment of Graduate Engineers and Diploma Holders

be

Each bill of the special class or 'A' class contractor shall be accompanied by an employment tool of the engineering personnel together with a certificate of the Graduate Engineer or Diploma holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Clause 18 The contract shall not be assigned or sublet without the written approval of the Executive Engineer.

And if the contractor shall assign or subject his contract, or attempt to do so, or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity gift, loan, perquisite reward or advantage pecuniary or other wise, shall either directly be given. Promised or offered by the contractor, or any of his servant or agents to any public officer or person in the employ of Government in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same concurrence shall ensure as if the contract had been rescinded under clause-3

Work not be sublet.

hereof and in addition the contractor shall not be entitled to recover or to be paid any work therefore actually performed under the contract.

Contract may be rescinded and security deposit forfeited for

for to

Clause 19- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damaged sustained, and whether or any damage shall have been sustained.

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

not

Clause 20 In the case of tender by partners, any change in the constitution of firm shall be forthwith notified by the contractor to the Engineer-in-charge for information.

Change in constitution of firm

of the his

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

Clause 21 All works to be executed under the contract shall be executed under the direction and subject to be approval in all respect of the EXECUTIVE ENGINEER of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 22 Deleted.

Clause 23 When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive the provision of this clause.

Lump sums in estimate

in the

Clause 24 In the case of any class of work for which there is no such specification as is mentioned in rule I such work shall be carried out in accordance with the circle specification and in the event if there be no circle specification then in such case the work shall be carried out in all respect in accordance with instruction and requirements of the Engineer-in-charge.

Action where no specification

the

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

Clause 26 Government shall be entitled to recover in full from the contractor amount that the Government may be liable to pay under workmen's compensation VIII of 1923, to any workman employed in a course of executive of any part of the work covered by these contractors.

Definition of works

any Act

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

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

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

Clause 30 The contractor shall bear all taxes including sales tax income tax royalty fair weather changes and tollage where necessary.

Clause 31 (As per Works Deptt's letter No. 12060 Dt.24.12.2012, File No. 07550400132012)

Annexure – A (REVISED)

Proposal for price variation clause due to increase or decrease in rate of minimum wages, principal materials, POL & other materials to be incorporated in condition of contract.

Clause 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 as per formula given in following Paras.

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

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

(c) Following expressions and meanings re 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.

Clause 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:

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

Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen, pipes 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 work during the quarter under consideration due to changes in rates of materials other than Cement, Steel, Bitumen, pipes 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, pipes and POL) of the work.

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

Price adjustment for increase or decrease in 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 of cement.

C_0 = 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 Govt. of India, NewDelhi.

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 Govt. of India, NewDelhi.

P_c = Percentage of Cement Component of thework.

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

Price adjustment for increase or decrease in 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 of decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_0 = 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 Govt. of India, NewDelhi.

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 Govt. of India, NewDelhi.

P_s = Percentage of steel Component of thework.

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

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

Price adjustment for increase or decrease in 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 of decrease in the cost of work during the month under consideration due to changes in the rates for bitumen.

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

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

P_s = Percentage of bitumen Component for thework.

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

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

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

V_b = 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 for thework.

B_{i1} = All India whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry Govt. of India, NewDelhi..

B_{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 Govt. of India, NewDelhi.

Clause 31 (b) :- Adjustment of LabourComponent :

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

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

V_L = Increase or decrease in the cost 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.
- L_f = Percentage of labour component of the work

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

(vi) 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 work during the month under consideration due to changes in 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 High Speed Diesel (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.

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

(vii) Price adjustment for increase or decrease in 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 work during the month under consideration due to changes in rates for plant and machinery spares.

P_0 = The all India whole sale 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 Govt. of India, New Delhi.

P_1 = The all India whole sale 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 Govt. 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 whole sale 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 and 2011-12, it is observed that, the commodity "Bars and Rod", "Cement". 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series.

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

Clause 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 the duly authorized representative of Government and further, shall at the request of the EIC, furnish document to be verified in such a manner as the EIC may require any document and information kept. The contractor shall within a reasonable time of 15 days 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 there to which he may be in a position to supply.

Percentage Table

Sl No	Category of works		% of component (Cost wise)		
			Labour (P _i)	POL (P _j)	Steel (P _s) + cement (P _c) + bitumen (P _b) + Pipe (P _{pi}) + Plant & Machinery Spare & Component (P _p) + other materials*
1	R & B works (% of components)	Road works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2	Irrigation works (% of component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3	P.H work	Structural work,	5	5	90
		pipeline work,	5	5	Pipe-70% Machinery + Other material-25%
		sewer line	5	5	Pipe- 70% Machinery + Other materials-20%

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

[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 "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	All India Whole sale price index (all commodities) as			

	Materials	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 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 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 type of Pipe under consideration, as published by the office Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (b)	Labour	Minimum wage notified by the Labour and Employee's State Insurance Department of Govt. of Odisha, India.			5%
31 (c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer pump depot.			5%
31 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
			Total		100%

* Values to be filled up at the time of drawl of contract

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

FAIR WAGE CLAUSE

Clause 32

(a) The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labour for work done by such labour fairwages.

Explanation – “ Fair Wages” means wages, whether for time or piece work prescribed by the state Public Work Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages such higher rates should constitute fair wages.

The Executive Engineer shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to pay labour for work done by such labour is less than the wages as per the sub-paragraph (a) above.

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

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or clause to be completed with all regulations made by Government in regard to payment of wages period deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a likenature.

(d) The Executive Engineer or Sub-divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a

worker or workers by reason of no fulfillment of conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made from his or their wages, which are justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.

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

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

ODISHA P.W.D Electricity Department contractor's labour Regulations.

1. Short Title – These regulations may be called “The ODISHA Public Works Department/ Electricity Department contractor's Regulations”

2. Definitions- In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that s to say-

(1) “Labour” means works employed by a contractor of the ODISHA Public Works Department/ Electricity Department directly or indirectly through a subcontractor or other person, by an agent on his behalf.

(2) “Fair wages” mean wages whether for the time of piece work described by the state Public Works Department/ Electricity Department for the area in which the work is done.

(3) “Contractor” shall include every person whether a subcontractor or headman or agent employing labour on the work taken on contract.

(4) “Wages” shall have the same meaning as defined in the payment of wages Act, and include item and piece rate wages, if any-

3. Display of notice regarding wages etc-
The contractor shall-

(a) before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian Language spoken by the majority of the workers, giving the rate of wage prescribed by the state Public Works Department/ Electricity Department for the district where the work is done.

(b) Send a copy of such notice to the Engineer-in-charge of the work.

4. Payment of wages-

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

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

5. Fixation of wage period-

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

(2) No wage period shall exceed one month.

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

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

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

6. Wage book and wage card etc-

(1) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars-

- (a) Rate of daily or monthly wages.
- (b) Nature or work in which employed.
- (c) Total number of days worked during each wage period.
- (d) Total amount payable for the work during each wage period.
- (e) All deductions made from his wages with an indication in each case of the ground for which the deduction is made.
- (f) Wage actually paid for each wage period.

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

(3) The Executive Engineer may grant an exemption from the maintenance of wage bond wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 10 persons of the work.

7. Fines deduction which may be made from wages-

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

- (a) Fines

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

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

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

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

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

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

8. Register of fines etc-

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

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

9. Preservation of Register-

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

10. Power of Labour Welfare Officer to make investigation or enquiry-

The Labour Welfare Officer or any other persons authorized by the Government of ODISHA on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clause and the provision of these regulations. He shall investigation into any complaint regarding default made by the contractor, subcontractors in regard to such provision.

11. Report of Labour Welfare Officers-

The Labour Welfare Officers or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deduction from the contractor's bill be made and the wages and other due be paid to the labourers concerned.

12. Appeal against the decision of Labour Welfare Officers-

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

13. Inspection of Registers –

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

14. Submission of return–

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

15. Amendments –

The Government of ODISHA may from time to time, add to or amend these regulations and on any questions as to the application, interpretation of effect of the regulations, the decision of the Labour Commissioner or any other person authorized by the Government of ODISHA in that behalf shall be final.

(g) Under the provisions of the minimum wages Act, 1948 and the minimum wages (Central Rules 1950) the contractor is bound to allow or include to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default the Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labour and pay the same to the person entitled there to from any money due to the contractor.

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

(i) The contractor shall submit by the 4th & 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the precedent month and the first half of the current month respectively (1) the number of labour employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage injury caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause K and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs.50/- for each default to materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to contractor amount levied as fine.

(j) In respect of all labour directly or indirectly employed in the works for the performance of the contractor' part of this agreement the contractor shall comply with or cause to be complied with all the rule, framed by Government employed by the ODISHA Public Works Department and its contractors. This will apply to work places having 50 or

moreworkers.

Clause 34- *The term and conditions of the agreement have been read/ explained to me and certify that clearly understand them.*

4. SPECIAL CONDITIONS.

4.1 *Care should be taken to interfere as little as possible with traffic. The contractor shall use all due precaution for the safety of traffic and shall place barriers across each and of the road which is being worked upon. Watchman shall be employed and bright red lights placed and maintained around the obstacle and elsewhere as the Engineer-in-charge may direct, all diversion signs shall be clearly marked by white washed stones or any other means, when traffic is allowed along the shoulder. Barricades and warning signs shall be put up as directed by the Engineer – in-charge. These Measures shall be at no extra cost of Government.*

4.2 *Earth work will be done as for satisfaction of I.R.C. and as directed by Engineer-in-charge from time to time. Measurement of earth work in road embankment will be done by section measurement , after it is compacted to the desired degree as for departmental directions.*

4.3 *Wherever possible, temporary land may be made available to the contractor for obtaining earth and in all such cases the depth of pits in borrow areas should be as per earth work specification attached to the D.T.C.N. wherever the depth of pits exceeds the permissible limits, the contractor is liable to pay compensation as may be required to be paid to the land owners. The contractor must make his own arrangements for carriage of earth work at his own cost. No payment will be made for jungle clearance and for making a road or footpath or temporary bridges etc. wherever required for earth from the borrow areas . The contractor shall, if required also arrange to obtain and carry earth from other sources at his own cost without any extra expenditure to the department. Borrow pit materials shall not be used unless it has been tested and approved by the Engineer-in-charge. No claim will be entertained on ground of non availability of temporary land or non-availability of adequate quantity of earth.*

4.4 *No claim will be entertained due to any delays involved in land acquisition required for the work. It shall be constructed that the contractor has thoroughly acquainted himself about the situational condition before tendering for the work and after having fully satisfied himself about the site condition and after going through the stipulation of preceding Para of the special conditions of D.T.C.N. has a quoted his rates. Thus his quoted rates could be deemed to cover any and all distance and situations of the source of soil and also any and all modes of transport either by manual or mechanical means not withstanding the fact that the concerned estimate or tender or scheduled of rate for the matter does not envisage such provision.*

4.5 *No claim will be entertained due to any delay involved in land acquisition required for the execution of the work. However, suitable extension of time may be given on the recommendation of Engineer-in-charge.*

4.6 *The quantity of metal, gravel or moorum, sand, chips, etc. should conform to the specification attached. The stacks of road metal & gravel of moorum will be measured in boxes to be provided by contractor of size 1.5m.x1.5m.x0.50m. which will be taken as 1.0cum & of chips 1.5m.x1.5m.x0.47m. equivalent to 1.0cum.*

The soil stones & other stones will be measured in suitable stacks as per direction of the Engineer-in-Charge & deduction for voids at rate of 1/6th of volume or more will be made from the total measurement depending upon the looseness of stacking.

4.7 *A quarry chart as may be available may be seen in the office of the Executive Engineer. The contractor must however, satisfied himself that materials as per requires specification and quantity are available in those quarries, no extra payment will be made to non-availability of materials as per required specification and quantity in the quarries shown in the departmental quarry chart. The quarry chart is only an information and the department does not accept the responsibility, if the materials are not available in full quantity and quality.*

4.8 *Earth work, moorum consolidation, soling, metalling & bituminous construction will be done as per specification attached.*

4.9 *Any other new item to be executed will be done as directed by the Engineer-in-charge*

4.10 *For all purpose of payment, earthwork excavation in foundation shall mean earthwork exaction below the natural ground level. The natural level in nulls, streams, rivers, or any drainage channel shall mean bed level at the site of construction.*

4.11 Performance Security and defect liability : *In case, any imperfection becomes apparent in the work within 2 years from the date of final certificate of completion, the contractor shall make the same good at his own expenses or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses from the security deposit and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-Charge.*

However, any damage to the works due to Cyclone, Flood, Earthquake or any act of God beyond the reasonable control of both the parties are excluded from such defect liability. 5% will be deducted from their bills,

towards security deposit. security should pay 1% earnest money at the time of submitting tender and 1% as initial security deposit at the time of acceptance of tender and 5% will be deducted from the bills thus making a total of 7% from such contractor.

Security deposit thus deducted from the bills can be released after expiry of six months of completion of the project by replacing the same amount in shape of NSC/ KVP duly pledged against the concerned Executive Engineers which shall however be released only after expiry of the defect liability period of 2 years from the date of completion.

5. Technical Specification:-

DESIGN REQUIREMENTS AND GENERAL SPECIFICATION

It shall be presumed that the tenderer has satisfied himself as to the nature and location of works, boring data general and local conditions, particularly these bearing on transport availability, storage and handling materials, weather conditions, monsoon conditions and current in the river, availability of sweet water etc. and has established his costs accordingly. Department will bear no responsibility for the lack of acquaintance of these conditions on the part of the tenderer. The consequence of the lack of such knowledge will be at the risk and cost of the tenderer.

5. 2 The information and data shown in the contract documents are meant for general guidance only. The department will not be responsible for the strict accuracy thereof or for any deduction interpretation or conclusion drawn there from by the tenderer.

Preparation of working plans and detailed design depend upon the strength parameter and subsoil exploration. It is the responsibility of the contractor to submit the same, wherever necessary to the Chief Engineer, ODISHA, for finalization of design and drawing in time. No work shall be started unless approval of the Chief Engineer, BBSR, ODISHA is obtained.

After approval of the Chief Engineer, ODISHA, 10 copies of the approved working drawings and detailed designs shall be submitted to the Chief Engineer, ODISHA, for distribution to the field Engineers and for record.

The contractor shall not claim any extra payment for the same. The non-procurement of the approval of the Chief Engineer, ODISHA, to these working drawings and detailed designs will be entirely at the risk and cost of the contractor. Any delay in the approval of the design and drawings for reasons whatsoever on any circumstances not withstanding the fact that the designs will be the complete responsibility of the contractor. The Chief Engineer, ODISHA may direct the contractor any addition, alternation, modification etc. in design and specification which the contractor has to carry out at his own cost.

5.5 In case of variation in the provisions of codes or specifications of the works referred above the decision of the Chief Engineer, R.W.-II Bhubaneswar, ODISHA as regards the specification to be adopted in the work shall be final, conclusive and binding on all parties concerned. Every tenderer must examine the aforesaid specifications before submitting his tender. The Chief Engineer or his authorized subordinates reserve the right without impairing the contract to make such increase or decrease in quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work duly and satisfactorily. Such increase shall in no case invalidate contract. It shall be definitely understood that the Government does not accept any responsibility for the correctness of the quantities shown in the schedule. The schedule is liable to alternation by omission or additions or deductions. Such omissions, additions, or deductions to any extent shall in no case invalidate the contract and no extra monetary compensation will be entertained.

5.6. **MATERIALS required for the Work :-** The materials shall conform to the I.S. specification for the relevant items.

All materials including the size and type of coarse and fine aggregates shall be approved by the Chief Engineer, R.W.-II Bhubaneswar, or his representatives at worksite.

All the mix design and specification of the concrete of any type required in the work is to be tested by the contractor at his own cost in the laboratory approved by the Govt of ODISHA whenever desired by the Engineer-in-charge as per his directions.

5.8 The stone to be used on the work under these specifications for obtaining coarse aggregates etc. shall be, unless otherwise specified as only hard of granite of sound, hard, durable and tough quality conforming to the test requirement and approved by the Engineer-in-charge. Stone chips or stone metal for prestressed concrete, wearing coarse asphaltic concrete, R.C.C. and mass concrete should be collected from approved quarries. In either case the stone chips or metal or boulders shall be subject to the following tests and requirements and subject to the approval of the Engineer-in-charge.

No materials from the interpretable layers of brachiated zones or other varieties of stones shall be used. The stone shall be firm or medium grained hard black in colour breaking with a grained varieties shall not be used.

The stone to be used shall be free from decay and holes, flaws, crack and other defects and must as far as

possible be of uniform colour and texture. Porous stones having nay skin or earth colour shall not be used. The quarries from which the stones are obtained shall be got approved by the Engineer.

FINEAGGREGATE

Fine aggregate or sand used for mortar and for concrete shall be the natural river sand. It shall be free from injurious amount of soft and flaky particles and free from vegetable or organic or clayey materials, loan mica, salts and other deleterious substances shall not exceed 3% by weight. However, the contents of the common salt shall be nil.

The sand shall be well graded and when tested by standard sieves shall conform to the following limits of gradation. The gradation shown in the table below are indicative only; the best gradation will be determined by the Engineer after test if necessary and the contractor shall follow the same.

A.S.T.R. standard Sieve No.	Percentage Passing	Percentage Retained.
No.4	95-100	0-5
No.8	80-90	10-20
No.16	50-70	20-50
No.30	50-60	40-70
No.50	15-35	65 -68
No.100	5-10	90-95

In addition to the above gradation, the sand will have fineness modulus within the limit determined by the Engineer and shall not contain more than 10% by weight of the grains passing through No.100 sieve.

COARSE AGGREGATE FORCONCRETE.

(a) The term coarse aggregates applies to crushed stones ranging sizes form 45 cum (3/16”)to 63 cum (1½”).

The aggregates shall be composed of clean uncoated cubic shaped pieces obtained by crushing stone approved by the Engineer-in-charge and conforming to the specification for stone here in beforesaid.

The coarse aggregates shall be free from all deleterious and objectionable matter. In case the aggregate is not considered to be free form duet, dirt etc., by the Engineer, the contractor shall get the aggregate screened washed and treated asdirected.

(b) Crushing and grading: The stone shall be crushed in approved stone crusher and the different sizes of the crushed stone shall be separated by mechanical screens. The coarse aggregate shall be separated into nominal size as follows:-

The coarse aggregate for concrete shall be made of crushed stone of different size in such proportions as specified or as may be advised by the Engineer from time to time. Grading of aggregate should be such as to produce a dense concrete of the specified strength which will work readily into position without segregation and without the use of excessive water content.

Care shall be taken in screening and stacking of the coarse aggregate so as to avoid intermixture of different mixes and inclusion of foreign materials.

WATER

(a) The water used in concrete and mortar and for washing any of the ingredients or surface coming in contact with mortar or concrete shall be sweet potable water clean and free from earth and vegetable salt, organic, matter acid and alkaline substance in solution or in suspension. The water used shall be that approved by the Engineer-in-Charge.

(b) Water for curing shall be sweet water only. The water used for curing shall be clean, free from salt, organic etc. and shall be as approved by theEngineer-in-Charge.

SAMPLES AND TESTING OFMATERIALS.

(a) All materials to be used on work such as cement, sand, coarse aggregate, reinforcement etc shall comply with therequirementoftheEngineer-in-chargeandshallpassthetestandanalysisrequiredbyhimorasspecifiedbythe I.S.I. specification acceptable to Engineer-in-Charge as equivalent there to or in the absence of such authorised specification, such requirements, tests and analysis may be specified by the Engineer-in-Charge.

(b) *The contractor shall at his risk and cost make all arrangements and shall provide for all such facilities as the Engineer may be require for collecting, preparing and forwarding required no. of samples for tests or for analysis and to such place or places as may be directed by the Engineer- in-Charge.*

(c) *The contractor shall if and when required submit samples of materials to be tested or analysed and if so directed shall not make use of or incorporate in the works any material to be represented by the samples until the required test or analysis have been made and the materials accepted by the Engineer-in-charge.*

The contractor shall establish a field labouratory to carry out all preliminary tests to work out grading and proportionating of aggregate in order to obtain and maintain uniform quality of work. Six(6) inches cubes testing machine shall be installed to ascertain the strength of concrete from.

The contractor shall supply all materials labourers and testing machines for preparing and testing samples as required by the Engineer. The manner of tests and standard of acceptance shall be according to “Standard specification and code of practice for road bridges” Sec.III (I.R.C. 21-1972).

(d) *Reinforced or plain concrete used on the bridge shall be got approved by the Engineer.*

(e) *The correct proportions and the total amount of water for the mix will be determined by means of preliminary test and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility regarding the minimum strengthrequirement.*

(f) *All proportioning of aggregates shall be done by weight / volume as instructed by the Engineer.*

(g) *All mixing shall be done by mechanical means in approved mixer, unless specificallyexempted.*

(h) *The form work used shall be made of steel or with lining of steal unless specifically exempted by the Engineer, in which case, the form work shall be with seasoned Sal wood planks and bullahs with sufficient bracing B ties and made water-tight and shall be made sufficiently rigid by the use of ties and bracing to prevent displacement or sagging between supports and withstand all pressure, ramming and vibration without deflection from the prescribed lines occurring during after placing of concrete.*

(i) *The concrete shall be mechanically vibrated for proper compaction by method approved by the Engineer, unless specificallyexempted.*

(j) *In addition the routine tests of concrete, special test of high tensile steel reinforcement and high tensile steel wires to be carried out without extra cost to Department whenever required by the Engineer.*

(k) *The concrete shall be cured only be sweet potable water for full 21 days after the time of its placement.*

5.13 *After the test, the contractor shall submit a report on the result of the test. The Engineer-in-Charge shall then communicate as to whether the test has been satisfactory or not or nay further tests or reconstruction or strengthening are necessary to correct any faults revealed by thetest.*

Any defects noticed in the structure or any damages done to the bridge at the time of testing which affects or is likely to affect the strength of the bridges shall be rectified by the contractor at his own cost by remedial measures or replacement as approved by the Engineer-in-charge.

When the tests are declared by the Engineer-in- Charge as having been completed, the contractor shall remove all loading which might still be on the bridge as well as on thesurroundings.

In the event of the load testing ordered by the Engineer-in-Charge, the contractorshall.

i) *Prepare all necessary calculation and details of arrangements for such loadtesting wellin time. The magnitude, the application of loads, duration or keeping the load, the equipments to be provided and the observations to be made during and after placing the loads in position etc. shall beprovided.*

- ii) Make all necessary arrangements for the observations, centering equipments etc. that may be needed for measuring the settlement, deflection etc. required for the test to the entire satisfaction of the Engineer-in-charge.
- iii) Provide labour and make all observations during the test.

The contractor shall have to make and maintain all diversions including light barriers etc. as directed by the Engineer-in-charge if construction of the bridge disturbs the traffic.

Department will have the right to inspect the specifications and centering made for the work and can reject partly or fully such structures if found defective from safety or any other grounds. The contractor has to carry out any such detailed instruction from the Engineer-in-Charge or his authorised subordinates regarding such structures. All the centering and shuttering should be got approved by the Engineer-in-Charge before the concreting is done.

AMENDMENT OF CODAL/CONTRATUAL PROVISIONS

Works Department Office Memorandum File No.07556900042013, Lr.No.12366 Dated.08.11.2013

Annexure- I

(1) Amendment to Para-3,4,16 (a) (Vii) of OPWD Coad, Vol-I by substitution

Note- (Vii)- For the purpose of estimate, the approved quarry lead is to be provided judiciously Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would however be responsible for procurement of materials from authorised 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.

Annexure - II

(2) Amendment to Para-3,5,14 Note-I of OPWD Code, Vol-I by inclusion

Note-I – if L 1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicised and intimated to all departments of Government and also to Govt. of India agencies working in the state.

Annexure- III

(3) Amendment to Appendiz- IX, Clause-36 of OPWD Code; Vol-II by inclusion

Clause No. 36- If the rate quoted by the bidder is less than 15% of the tendered amount, this such a bid shall be rejected and the tender shall be finalized basing on merits of this bids more than one bid is quoted at 14.99% (Decimals up to two numbers will for practical purposes) less than the estimated cost, the tender accepting authority finalize the tender through a transparent lottery system, where all tender their authorised representatives, the concerned Executive Engineer and DAO present.

Annexure - IV

(4) (A) Amendment to Para-3.5.5 (V) Note-III of OPWD Code, Vol-I by substitution

Note- (II) When the bid amount is up to 10% less than the estimated cost, no additional performance security is required to be deposited. When the bid amount is less than the estimated cost by more than 10% and within 15%, in such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 times of the differential cost of the bid amount and 90% of the estimated cost.

(B) Amendment to Para-3.5.5 (V) Note-III of OPWD Code , Vol-I by inclusion

Note-III. 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 days of such completion by the concern SE, CE & the Administrative Department. The incentive for timely completion should be on a graduated scale of percent to 10 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 = 10% of Contract Value
 Before 20% to 30% of contract period = 7.5% of Contract Value
 Before 10% to 20% of contract period = 5% of Contract Value
 Before 5% to 10% of contract period = 2.5% of Contract Value
 Before 5% of contract period = 1% of Contract Value

(5) Amendment to Para- 3.2.8 Note-II of OPWD Code, Vol-I by inclusion

Annexure - V

Note-II- In case of tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extend. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.

Annexure - VI

(6) Amendment to Appendix –XXX (Bills) Clause 21 of OPWD Code, Vol-II & to the Clause- 6 of F2contract

Bills-Clause- 21- For works above values Rs.5.00 lakh in civil works and work value above Rs.1.00 lakh in electrical / PH works the J.E,s&A.E,s will be required to submit bill for each ongoing work on 20th or next working day of every month to the concerned EE. The EE on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The EE in charge of the Division will furnish a certificate to the chief engineer with copy to the concerned SE that the bills for all ongoing months have been paid failing action will be initiated against the erring officer.

Annexure – VII

(7) Amendment to Para-3.5.18 Note-VIII of OPWD Code, Vol-I

Note-VIII- 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.

“The works will not be carried forward beyond 15th March of the financial year or the agreement period which ever is earlier” vide Engineer-in-Chief letter No.8598 dated. 10.04.2015

Amendment of codal/contractual provisions

Ref: Works Department office memorandum Letter No.5288 Dated. 04.05.2016.

Annexure – I

(1) (A) Amendment to Para-3.5.5 (V) Note-II of OPWD Code. Vol-I by modification.

Note- (II) Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e., estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Divisional officer in the sealed envelope along with the price bid at the time of submission of bids.

The bids of the technically qualified bidders will be opened for evaluation of the price bid. In case of the bidders quoting less bid price/rate than the estimated cost put to tender and have not furnished the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft /Term Deposit Receipt, their price bid will be not taken in to consideration of evaluation even if they have qualified in the technical bidevaluation.

(B) Amendment to Para-3.5.5 (V) Note-III of OPWD Code ,Vol-I by modification

Note-III. 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 concern 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

Government of Odisha
Works Department

COURT MATTER URGENT

File No. 07550401702017- 13286 dt.07.09.2017.

From,

Sri A.Mahalik,

FA cum-Addl. Secretary to Govt.

To,

All Departments.

Sub- W.P.(C) No.7120/2017 filed by Ajay Kumar Jain-Vrs-State of Odisha & others with similar other cases.

In inviting reference to the subject cited above the undersigned is directed to say that the Govt. in Works Department made amendment to Para-3.5.5 (v) of Note-II of OPWD Code, Vol.-I by modification vide Office Memorandum No. 5288/W dt. 04.05.2016 with the provision to deposit the differential amount between the amount put to tender and the quoted rate, as Additional Performance Security (APS) along with their tender to indemnify the Govt. instantly against any such loss caused due to acceptance of a tender with value less than the amount put to tender.

The above O M was challenged before the Hon'ble High Court of Odisha with a prayer to quash the said Office Memorandum. The Hon'ble High Court disposed the matter on 24.07.2017 and batch of similar cases with certain observation and direction as cited below.

In view of the matter, the Writ Petition is allowed to the extent that the condition imposed by Office Memorandum dated 04.05.2015 by amending Para-3.5.5 (v) of Note-II of OPWD Code Vol. I by modifying the same and providing that Additional Performance Security (APS) of the amount of difference between the estimated cost and the cost of bid (If lower than the estimated cost) is to be provided at the time of submission of the bid, is quashed.

The said condition of providing Additional Performance Security of the amount of difference can be imposed only for a successful bidder, which can be required to be provided within such stipulated time as may be provided for or else the bid of the successful bidder would be cancelled and the security deposited would be forfeited, if permissible in law, and further proceeding for blacklisting would be initiated as per law.

The Ld. Govt. Advocate, O/o the Advocate General, Odisha has opined that pre deposit of Additional Performance Security (APS) has been quashed and as such that should not be insisted upon by any Officer-cum- Authority until it is set aside / or stayed by Supreme Court, if challenged. He has cited that tenders have been rejected on the ground of non-deposit of pre-Bid APS. **The Hon'ble High Court of Odisha have taken a serious view of rejection of tender on this ground and will take Sou Motu contempt proceeding against the officer including statutory authorities, which has been indicated as this is clear violation of order.**

The matter as regard implementation of orders 24.07.2017 passed by the Hon'ble Court is under process at Govt. level.

It is, therefore requested that since Pre-Deposit of Additional Performance Security (APS) has been quashed, the said condition of providing Additional Performance Security of the amount of difference can be imposed only for a successful bidder, which can be required to be provided within such stipulated time as may be provided in the Tender process unless & until further instruction from Govt. in Works Department is received in the matter. Immediate stapes may also be taken at their level to issue instruction to this effect to the Sub-Ordinate Offices under their control for the purpose.

This may be taken as **MOST URGENT**.

Yours faithfully


21/7/2017
FA-cum- Addl. Secretary to Govt.

Rate(s) of Royalty to be calculated from Minor Minerals.

Please refer to Rule 24 (ii) and 28 (ii) of Orissa Minor Mineral Concession Rules-2004, where in it has been envisaged that if the surface rent and Dead Rent on minor minerals so reflected in Schedule I and rate of royalty specified in the Schedule II are not revised after expiry of three years from the date when the rates were last fixed due to any reason an increase of forty percent there on shall be effective from the fourth year i.e. after expiry of three years from the rate were last fixed. Accordingly, the rate of royalty, surface rent and dead rent are being enhanced by 40% on the previous rate and the new rent effective from **01.09.2016**

The Odisha Gazette

ROYALTY,

STEEL & MINES DEPARTMENT, NOTIFICATION, The 14th December, 2016

ODISHA MINOR MINERAL CONCESSION RULES, 2016.

S.R.O. No. 601/2016- In exercise of the powers conferred by sub-section (1) of Section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) and in supersession of the provisions contained in the Odisha Minor Mineral Concession Rules, 2004, except as respects things done or omitted to be done before such supersession, the State Government hereby makes the following rules for regulating the grant of mineral concession in respect of minor minerals and for the purposes connected therewith, namely:-

- (1). Ordinary sand. Rs. 35.00/C.um (Rupees thirty five per cubicmeter)**
- (2). Ordinary boulders used for road and civil constructions. Rs.130.00/C.um
(Rupees one hundred thirty per cubic meter)**
- (3). Road materials including ballast and chips. Rs.130.00/C.um
(Rupees one hundred thirty per cubic meter)**



ଓଡ଼ିଶା ସରକାର
ଯନ୍ତ୍ରାୟତ୍ତ୍ୟକ କାର୍ଯ୍ୟାଳୟ

GOVERNMENT OF ODISHA
OFFICE OF THE ENGINEER-IN-CHIEF
RURAL WORKS, BHUBANESWAR

Letter No. 19407

Dated. 05.07.2023

To

All Chief Construction Engineer, R.W. Circles
All Superintending Engineers, R.W. Divisions
All Executive Engineers, R.W. Divisions

Sub:- Provision of DMF, EMF & additional charges on royalty of materials in work estimate.


With reference to the aforementioned subject, it is to intimate that a meeting was held on Dt. 04.07.23 at 4.00 PM. in the office chamber of Engineer-in-Chief, R.W., Odisha, Bhubaneswar on provision of DMF, EMF & additional charges on royalty of materials in work estimate. In the meeting, it has been decided to include the following amount in addition to the royalty of minor minerals in the rate analysis of the estimate.

1. DMF contribution amount as ten percent of the royalty.
2. EMF contribution amount as five percent of the royalty.
3. Additional charges as fixed by the Collector of the concerned District.

All CE/CCE/SE/EE are requested to follow the above instructions & include the above in DTCN of tenders of all projects for clarification of the bidder.

Yours faithfully


Encl.: Proceedings of the meeting


Engineer-in-Chief, Rural Works,
Odisha, Bhubaneswar

Memo No. 19408 Dated. 05.07.2023

Copy submitted to the Principal Secretary to Govt., R.D. Department, Odisha, Bhubaneswar for kind information.


Encl.: Proceedings of the meeting


Engineer-in-Chief, Rural Works,
Odisha, Bhubaneswar

Memo No. 19408 Dated. 05.07.2023

Copy to Chief Engineer (Roads) / Chief Engineer & (Buildings & Bridges) / Chief Engineer (PMGSY) / ACEs/ SEs / EEs of this office for information and necessary action., Odisha, Bhubaneswar for kind information.

Encl.: Proceedings of the meeting


Engineer-in-Chief, Rural Works,
Odisha, Bhubaneswar

Government of Odisha, Works Department, Office Memorandum

File No. 075569000012016. 11774/ W. dated. 03.08.2017

Sub:-Amendment to Codal / Contractual provisions.

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

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

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

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

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

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

The statement “The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/ SBD” shall be modified as “The Procurement Officer Administrator should mention the cost of tender paper and EMD amount to be paid online as per Works Department Office Memorandum No. 6785/W dt. 09.05.2017 and as laid down in DTCN/ SBD (DTCN/ SBD is to be modified accordingly” The Bidder shall also have to furnish as part of its Bid. The Additional Performance Security (if any) online as per the Works Department Office Memorandum No. 5288/W dt.04.05.2016.

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

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

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

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

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

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

(c) Rule- 15.6.3 shall be deleted

(d) Rule- 15.6.6 shall be deleted.

(VI)- Rule- 15.1 in Appendix- IX (A) of OPWD Code. Volume – II

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

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

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

(VIII)- Rule- 24.3 in Appendix- IX (A) of OPWD Code. Volume – II

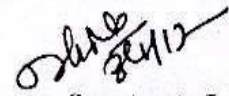
The statement “The minimum period of blocking of Portal Registration shall in no case be less than 90 days” shall be modified as “The minimum period of blocking of Portal Registration shall in no case be less than 180 days”

1. This shall take effect from the date of issue of this Office Memorandum

2. Accordingly. Relevant existing codal / contractual provision exist vide Office Memorandum No.

7885/W dt. 23.07.2013 of Works Department stands modified with effect from the date of issue of this Office Memorandum.

3. This has been concurred in by the Finance Department vide dt.06.07.2017.


EIC - cum- Secretary to Government

Codal/ Contractual provisions regarding Price Adjustment in Works contract.

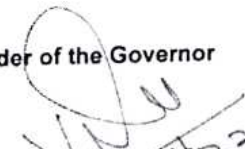
Ref: Letter No.07554600032022-1739/W., Dated. 03.02.2023

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

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

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

By order of the Governor


(Vir Vikram Yadav, IAS)
Principal Secretary to Government
03/02/23

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 173 /M., Bhubaneswar Dt. 03/01/20

Sub:- Amendment of Codal & Contractual Provisions.

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

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

- I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.

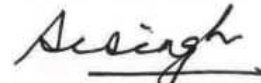
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

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

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

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

By order of the Governor

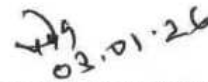


Principal Secretary to Government

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

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

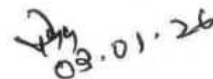
They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



EIC-cum-Special Secretary to Government

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

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



EIC-cum-Special Secretary to Government

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

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

Jy 03.01.26
EIC-cum-Special Secretary to Government

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

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

Jy 03.01.26
EIC-cum-Special Secretary to Government

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

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

Jy 03.01.26
EIC-cum-Special Secretary to Government

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

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

Jy 03.01.26
EIC-cum-Special Secretary to Government

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

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

Jy 03.01.26
EIC-cum-Special Secretary to Government

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

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

Jy 03.01.26
EIC-cum-Special Secretary to Government

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

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

Jy 03.01.26
EIC-cum-Special Secretary to Government

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

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

JH
03.01.26

EIC-cum-Special Secretary to Government

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

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

JH
03.01.26

EIC-cum-Special Secretary to Government

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

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

JH
03.01.26

EIC-cum-Special Secretary to Government

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

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

JH
03.01.26

EIC-cum-Special Secretary to Government

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

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

JH
03.01.26

EIC-cum-Special Secretary to Government

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

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

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

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

1. The phrase " **to abolish the extant provisions of threshold negative bid caps (14.99%) introduced**" in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as " **to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023**"
2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder(decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.
5. This has been concurred in by the Finance Department in File No **FIN-WF1-MISC-0102-2025**

By order of the Governor



Principal Secretary to Government

Memo No. 633 /W, dated 9.1.26

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

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

Jae
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

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

Jae
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

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

Jae
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

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

Jae
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

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

Jae
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 638 /W., Dt. 9.1.26

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

Memo No. 639 /W., Dt. 9.1.26

EIC-cum-Special Secretary to Government

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

EIC-cum-Special Secretary to Government

Memo No. 640 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 641 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 642 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 643 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 638 /W., Dt. 9.1.26

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

Memo No. 639 /W., Dt. 9.1.26

EIC-cum-Special Secretary to Government

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

EIC-cum-Special Secretary to Government

Memo No. 640 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 641 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 642 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. 643 /W., Dt. 9.1.26

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

EIC-cum-Special Secretary to Government

Memo No. / 644 W., Dt. 2.1.26

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

24/09
09.01.2026
EIC-cum-Special Secretary to Government

Memo No. / 645 W., Dt. 2.1.26

Copy forwarded to DDG & State Informatics Officer, National Informatics Centre, Odisha State Centre, Bhubaneswar, Email- sio-ori@nic.in for information and necessary action.

24/09
09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 646 /W., Dt. 2.1.26

Copy forwarded to the Chief Executive Officer (Administrative), Odisha Computer Application Centre(OCAC), Bhubaneswar, for information and necessary action.

24/09
09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 647 /W., Dt. 2.1.26

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

24/09
09.01.2026
EIC-cum-Special Secretary to Government

Memo No. 648 /W., Dt. 2.1.26

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

24/09
09.01.2026
EIC-cum-Special Secretary to Government



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

CHECK LIST

A. General

1. Name of the District and Block:
2. Name of the Bidder with address, Telephone No. and Fax Number. E-mail ID etc. :
3. Class of the Bidder :
4. Estimated Cost (Amount put to tender) :

Other Informations

1. **Contractor's registration certificate** (attested copy) : *Furnished / Not furnished*
Valid up to
2. **PAN card** (attested copy) : *No.....*
Furnished / Not furnished
Valid up to
3. **VAT Clearance Certificate** (attested copy) : *Furnished / Not furnished*
Valid up to.....
4. **GSTIN** (attested copy) : *No.....*
Furnished / Not furnished
5. **E.M.D. 1% of the estimated Cost put to tender.** : *Furnished / Not furnished*

6. **Work experience certificate of similar nature of works 75% For last 3 years issued not below the rank of Executive Engineer**
(Not Required) Year **Amount (Rs. in Lakhs)**

1)

Details of Machinery possessed either owned / on leased / on hire. (Not Required)

Name of the Machineries	Numbers		Total	Document furnished or not (Ownership / Lease / Hire agreement / Despatch invoice)
	Owned	Hired / Lease		
1.				

Findings:-

Qualified / Not Qualified

If not Qualified, the reasons thereof:

i)

Approved

Sd/-

SUPERINTENDING ENGINEER
RURAL WORKS DIVISION-I, NABARANGPUR