



GOVERNMENT OF ODISHA

RURAL DEVELOPMENT DEPARTMENT

RURAL WORKS ORGANISATION

BID DOCUMENT

(FOR ROAD WORK)

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



GOVERNMENT OF ODISHA
OFFICE OF THE SUPERINTENDING ENGINEER
RURAL WORKS DIVISION, BANSPAL
 E-mail-eerwbansapal@gmail.com

NOTICE INVITING TENDER

National Competitive Bidding Through e-Procurement Notice.

Letter No. 2157 /

Date. 11.05.2026

Superintending Engineer Rural Works Division, Banspal on behalf of Government of Odisha invites **Percentage (%) Rate** tender for the Road work through e-procurement as per Annexure in **Double Cover system**. The bid should be submitted online in the website www.tendersodisha.gov.in by eligible class of contractors of Government of Odisha or of equivalent class of other State Government/ Railways/ CPWD/MES having experience in Construction of Road Works in conformity with detail tender call notice for execution of the works for drawal of agreement in percentage P1 contract forms of Government of Odisha. The bidders should have possessed compatible Digital Signature Certificate (DSC) of required classes as per annexure. The registered bidders of outside Odisha can also participate in this process, after necessary Portal Enrolment, but shall have to subsequently undergo registration with the appropriate authority of the State Government before award of the work.

1. Estimated Cost put to tender : **As per Annexure**
2. Class of Contractor : **As per Annexure**
3. Time for completion : **As per Annexure**
4. E.M.D. required : **1% of Estimated Cost of the work to be remitted online as mentioned in the DTCN.**
5. Exemption of E.M.D. : **As per OPWD Codal Provisions.**
6. Cost of tender paper : **As per Annexure (Non-refundable). Cost of tender paper is to be remitted online as specified in column-8 of the annexure.**
7. Mode of submission of tender. : Tender should be submitted Online in [https:// www.tendersodisha.gov.in](https://www.tendersodisha.gov.in)
8. Period of availability of tenders : The details are as follows.
 Online/ Date and time of bidding
 Online/ last date of seeking clarification/ Date of opening of tender papers

Procurement Officer	Bid Identification No.	Availability of tender Online for bidding		Last Date & Time of seeking Tender Clarification	Date & Time of Opening of Tender in O/o S.E., R.W.D Banspal	
		From	To		Technical Bid	Financial Bid
1	2	3	4	5	6	7
Superintending Engineer, Rural Works Division, Banspal	Road Online NCB No. 01	Dt.18.05.26 at 11.00 A.M.	Dt.02.06.26 up to 5.00 P.M.	Dt.01.06.26 up to 5.00 P.M.	Dt. 03.06.26 at 11.00 A.M	Will be Intimated Later

(Contd...)

9. **The Bids will be opened Online in the O/o the Superintending Engineer, Rural Works Division, Banspal.**
10. Bid documents consisting of qualification information and eligibility criteria of bidder, specifications, the schedule of quantities and abstract of estimate of the work can be had from concerned Division office and in website www.tendersodisha.gov.in.
11. The bid for the work shall remain open for acceptance for a period of ninety days from the Last date of receipt of bids. If any Bidder/ Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, they will be suspended for the times specified in the tender documents (minimum 180 days with blacklisting).
12. **The scan copy of affidavit regarding correctness and Authentication must be uploaded online.**
13. The tenderer should go through the **eligibility criteria** of DTCN before uploading the documents through online.
14. **The bidder subject to be disqualified if they have:** -record of poor performance such as abandoning the works, not properly completing the previous contract with the organization, inordinate delays in completion of other projects, Litigation history or financial failures.
15. Govt. of Odisha, Works Department has been placed to fix the **Additional Performance Security** vide office memorandum No. 173 Dt. 03.01.2026. 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.

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VI. Justification for abnormally low bid 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 callability 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 estimate cost, which would automatically be considered as an abnormally low bid.

The security may be taken in shape of N.S.C./Post Office Savings Bank Account/ Post Office Time Deposit Account / Kisan Vikas Patra /Bank Guarantee in favour of the Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar/e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D./ Initial Security Deposit/ any other security deposit from the contractor or supplier. (Office Memorandum No.1499 Dtd.01.02.2023 of Works Deptt.)

16. The intending bidders are to quote the rates without GST while tendering online. The GST will be paid extra on the value of work executed as applicable on works contracts at the time of payment bills.
17. Other details can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in
18. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Yours faithfully,


11/05/26

Superintending Engineer,
R.W. Division, Banspal

Memo No. 2158 / Date. 11.05.2026

Copy in duplicate forwarded to the Deputy Director-Cum-Deputy Secretary to Government (Advertisement) Information and Public Relation Department, Odisha, Bhubaneswar for information and necessary action. It is requested to please arrange for publication of above Tender Call Notice in National English Daily along with local English Daily and minimum two Odia News Papers in two consecutive days on or before **Dated. 18.05.2026**. The complementary copies may please be sent to this Office for processing the same with the tender.


11/05/26

Superintending Engineer,
R.W. Division, Banspal

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Memo No. 2159 / Date. 11.05.2026

Copy forwarded to the Superintendent, Govt., Press, Madhupatana, (O), Cuttack and with a request to publish this notice in the next issue of the Oriya Gazette accordingly.

#K/11/05/26

Superintending Engineer,
R.W. Division, Banspal

Memo No. 2160 / Date. 11.05.2026

Copy submitted to F.A.-Cum-Additional Secretary to Govt. R.D. Department, Odisha, Bhubaneswar for favour of kind information and necessary action.

#K/11/05/26

Superintending Engineer,
R.W. Division, Banspal

Memo No. 2161 / Date. 11.05.2026

Copy submitted to the E.I.C. (Civil), Works Department/ W.R. Department/ E.I.C. R.W. (O), Bhubaneswar, Chief Engineer, PMGSY/ Buildings & Bridges/ Roads (O/O E.I.C.R.W. (O), Bhubaneswar)/ D.P.I. and Roads/Buildings/ M.I./N.H./ P.H.(Urban)/R.D.Q.P./IDCO/Managing Director O.B.C.C./O.C.C. for favour of kind information and necessary action.

#K/11/05/26

Superintending Engineer,
R.W. Division, Banspal

Memo No. 2162 / Date. 11.05.2026

Copy submitted to the Collector and District Magistrate, Kendujhar for favour of kind information and necessary action.

#K/11/05/26

Superintending Engineer,
R.W. Division, Banspal

Memo No. 2163 / Date. 11.05.2026

Copy submitted to all Chief Construction Engineers of Rural Works Circle, Kendujhar for kind information and necessary action.

#K/11/05/26

Superintending Engineer,
R.W. Division, Banspal

(Contd...)

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Memo No. 2164 / Date. 11-05-2026

Copy to all Superintending Engineers / Executive Engineers / Assistant Executive Engineers of R.W. Organization for information and wide circulation.

[Handwritten signature]
11/05/26

**Superintending Engineer,
R.W. Division, Banspal**

Memo No. 2165 / Date. 11-05-2026

Copy to Notice Board/concerned file.

[Handwritten signature]
11/05/26

**Superintending Engineer,
R.W. Division, Banspal**

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ANNEXURE

Sl. No.	Name of the work	Approx. Estimated Cost (Rs. in lakhs)	EMD Required	Class of contractor	Time of completion	Cover type	Cost of tender paper (In Rs)
1	Construction of Approach Road to Farmers hostel and demo unit at Krishi Vigyan Kendra, Keonjhar Judia for the year-2025-26 in the District of Kendujhar	84.04	1% of the estimate cost.	"B"	06 Calendar Month	Double cover	10000/--



**Superintending Engineer,
R.W. Division, Banspal**



GOVERNMENT OF ODISHA
OFFICE OF THE SUPERINTENDING ENGINEER
RURAL WORKS DIVISION, BANSPAL
E-mail-eerwbansapal@gmail.com

"e" Procurement Notice for Road Works

Identification No Road Online NCB - 01/2026-27.

1. Name of the Work : Road Works in the District of Kendujhar for the year 2026-27.
2. Total Number of Work : 01 No.
3. Estimated Cost : Rs. 84.04 Lakhs (Approx.)
4. Class of Contractor : "B" Class
5. Period of Completion : As per annexure of e-Procurement Notice No. 01 of 2026-27.
6. Other Details : NA

Procurement Officer	Bid Identification No.	Availability of tender Online for bidding		Last Date & Time of seeking Tender Clarification	Date & Time of Opening of Tender in O/o S.E., R.W.D Banspal	
		From	To		Technical Bid	Financial Bid
1	2	3	4	5	6	7
Superintending Engineer, Rural Works Division, Banspal	Road Online NCB No. 01	Dt.18.05.26 at 11.00 A.M.	Dt.02.06.26 up to 5.00 P.M.	Dt.01.06.26 up to 5.00 P.M.	Dt. 03.06.26 at 11.00 A.M	Will be Intimated Later

Further details can be seen from the Website www.tenderodisha.gov.in

Yours faithfully,

Sd/-

**Superintending Engineer,
R.W. Division, Banspal**

Memo No. 2158 / Date. 11.05.2026

Copy in duplicate forwarded to the Deputy Director-Cum-Deputy Secretary to Government (Advertisement) Information and Public Relation Department, Odisha, Bhubaneswar for information and necessary action. It is requested to please arrange for publication of above Tender Call Notice in National English Daily along with local English Daily and minimum two Odia News Papers in two consecutive days on or before **Dated. 18.05.2026**. The complementary copies may please be sent to this Office for processing the same with the tender.

11/05/26

**Superintending Engineer,
R.W. Division, Banspal**

INSTRUCTION TO BIDDERS FOR DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ON-LINE BIDDING

Details of documents to be furnished

Scanned copies of the following documents to be uploaded in PDF format in the website www.tendersodisha.gov.in

- i. DD towards tender cost for each work as applicable as mentioned is to be remitted **Online**.
- ii. EMD amount noted against the work as per Annexure is to be remitted **ONLINE** as part of the bid of the amount as specified in column-4. Of the Annexure.
- iii. PAN card.
- iv. GSTIN
- v. Valid Registration certificate.
- vi. Affidavit regarding correctness of certificate.
- vii. Affidavit regarding no relation certificate.
- viii. Bid documents consisting of qualification information and eligibility criteria of bidder, specifications, the schedule of quantities and abstract of estimate of the work can be had from concerned Division office and in website www.tendersodisha.gov.in

Machineries Required for the work: - (Details of machinery possessed owned/ leased/ hired)

Name of the Machineries		Numbers		Remarks
		Owned	Hired/ Leased	
1. Concrete Mixture	-1 No.			
2. Water Tanker	- 1 No.			
3. Generator 33 KVA	- 1 No.			
4. Concrete Joint Cutting Machine	- 1 No.			
5. Plate Vibrator	-2 No			
6. Needle Vibrator	-2 No			

Up loaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful, bidders 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 bidder who disagrees on the condition of DTCN, cannot participate in the tender.

Govt. of Odisha, Works Department has been placed to fix the **Additional Performance Security** vide office memorandum No. 173 Dt. 03.01.2026. Additional Performance Security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under.

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VI. Justification for abnormally low bid 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 callability 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 estimate cost, which would automatically be considered as an abnormally low bid.

The security may be taken in shape of N.S.C./Post Office Savings Bank Account/ Post Office Time Deposit Account / Kisan Vikas Patra /Bank Guarantee in favour of the Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar/e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D./ Initial Security Deposit/ any other security deposit from the contractor or supplier. **(Office Memorandum No.1499 Dtd.01.02.2023 of Works Deptt.)**

DETAILED TENDER CALL NOTICE

INVITATION OF A TENDER: -

1.1 Percentage rates bids for works in Column -03 of TCN are will be received up to **5.00.PM** on date **02.06.2026** through on line in www.tendersodisha.gov.in

1.2 Only those Tenders who are willing to accept all the terms and conditions of this detailed tender call notice need submit the tenders. **TENDERS SUBMITTED BY JOINT VENTURE ARE NOT ACCEPTABLE & SHALL NOT BE ENTERTAINED.**

1.3 The last date of availability of tender on line for bidding is up to **5.00 P.M** on dated **02.06.2026.**

1.4 EMD amount noted against the work as per Annexure is to be remitted **ONLINE** as part of the bid of the amount as specified in column-04. Of the Annexure.

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.

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.

The rates to be quoted by the contractor shall be excluding GST. The implementation of GST rules by the Government of Odisha is to be accepted by the bigger at any point of time.

1.5 Upon acceptance of the tender, the successful tenderer shall within a period of 10 days from the date of written intimation of the acceptance of the tender deposit with the concerned authority a sum of such amount towards initial security as would together with the earnest money make two percent of the work as per the accepted tender and sign in the agreement in the P.W.D. from F-2 (schedule X.L.V Form No. 61) in the office of the concerned Superintending Engineer.

1.6 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 Superintending Engineer, Rural Works, Division, Banspal at his discretion will make the earnest money deposit of the tenderer liable to forfeiture, and acceptance of his tender shall be treated as withdrawn.

1.7 The written agreement in P.W.D. form P-1 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.

1.8 The acceptance of the tender and award of the contract even to more than one contractor, if considered necessary, will rest with the Superintending Engineer, Rural Works Division, Banspal 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 and Agreement drawn in favour of successful bidder.

1.9 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 and Agreement drawn in favour of successful bidder.

1.10 Tender may not, at the discretion of the competent authority, be considered, unless accompanied by Scanned copies of the **I.T.C.C./ PAN Card, TIN / SRIN** No, Relation Certificate as the case may be, and the original certificate as mentioned in **TCN** are to be produced before the tender opening authority as and when required for verification.

1.11 All the rates and prices in the tender shall cover all tax viz. Central or states sales tax, octroi, 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 from their bills.

1.12 The work is to be completed in all respect with in the period mentioned in **Column No. 6 of TCN**, in Calendar months from the date of written order to commence the work.

1.13 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 credited to Govt.

1.14 Engineer Contractor seeking exemption of E.M.D are required to produce the original license at the time of opening of tender.

2. 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 from 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 Tender forms containing over writing or erased or illegible rate or rates not shown both in figures and words in English will be liable to rejection. In case of any discrepancy between words and figures noted against each item of the tender, the rates given in words only will be taken into consideration and in case of any discrepancy between unit rate and the total amount, the unit rate will be final and binding on the tenders. The rates should be quoted in rupees and paisa. The tender should also show the total of each items and grand total of the whole tender. Corrections where unavoidable should be made by re-writing with dated initials after scouring out the wrong entries. Bidders to quote the rate or price for all items of the work in the schedule of quantities. **The item for which no rate or price is entered by the bidder will not be paid for by the employee when executed and shall deemed covered by the other rates and prices in the bill of quantities. Correction if any shall be made by crossing out initialing, dating and rewritings.**

2.3 Any request from the tenderer in respect of additions alternations, modifications corrections, etc. or either terms and conditions or rates of his tender after opening of the tenders will not be considered.

2.4 During security evaluation and comparison of the tenders the authority at his discretion may ask any tenderer for clarification on his tender document including breakdown of the unit rates. The request for clarification and the response shall be in writing. No additional documents in fresh which will affect the original status of the eligibility criteria of the tender at the time of receipt of tenders are acceptable.

2.5 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.

2.6 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 Superintending Engineer Rural Works Division, Banspal 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 other factors.

2.7(a) The necessary authenticated documents being attested by Gazetted Officer and agreement deed with Original Owner in the court (for possession on hire basis) in support of possession of relevant plant and machineries as detailed in pre- qualification document should be enclosed

2.8 Failure to deposit the required amount of E.M.D. in the approved mode as indicated above will render the tender liable for rejection.

2.9. The applicant tenderer has to furnish an affidavit stating that the information furnished are correct. In case at any stage, if any information is found wrong, his / her tender will be rejected along with taking action against him as deemed proper.

3.0. Tenders of Joint venture firm shall not be considered.

3.1 The authority reserves the right to reject any of all tenders without assigning any reasons there of.

3.2 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.

3.3 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 / she 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.

3.4 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 Superintending Engineer-in-Charge of work.

3.5 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.

3.6 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 Superintending Engineer Rural Works Division, Banspal on working days during working hours.

3.7 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, Banspal

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

a) IRC & ISI Codes of practice and specification of road and bridge works (MORTH 4th revisions) and any other circulars for road and bridge works with sound engineering practices.

- b)** Any other standard code or specifications of work as prescribed by the Chief Engineer, RW, Bhubaneswar/C.C.E. Rural Works Circle, Kendujhar, Superintending Engineer, R.W. Division, Banspal 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 Construction Engineer, Rural Works Circle, Kendujhar 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

- 3.13 a)** The tender will be considered to be valid for ninety days from the date of opening 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 Superintending 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 labourer 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 Twenty-Four months.

3.3 a) The drawing shall remain in the safe custody of the Superintending 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 Superintending 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 Superintending 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 Superintending 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 Superintending Engineer-in-charge. The checking of any setting error to the satisfaction of concerned Superintending 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 Superintending 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 Superintending 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 there to.

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 Superintending Engineer, on any working day during office hours.

3.13 The contractor shall abide by "Fair Wages" clause in accordance with the Government of Orissa, 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 Superintending 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 in time.

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/or 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 Superintending 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 public sale of such materials and property or in such way as deemed fit and most convenient to the concerned Superintending Engineer.

3.18 The contractor shall have to submit to the Engineer-in-charge / Superintending Engineer fortnightly return of labour both skilled and unskilled as employed by him on the work in the proforma to be prescribed by the Chief Engineer, Bhubaneswar.

3.19 The contractors are required to quote their rates on percentage basis on the gross estimated cost put to Tender. 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 Superintending Engineer, Rural Works Circle, Kendujhar/ Superintending Engineer R.W. Division, Banspal may order to execute any of such item or items at which direction, and the contractor shall not have choice in his decision to his advantage.

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 Superintending Engineer.

3.22 The contractor shall uncover any part or parts of the works or make opening in or through same as the concerned Superintending Engineer may from time to time direct for testing and shall reinstate and make good such part or parts to the satisfaction of the Engineer-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 Superintending Engineer.

3.25 The contractor shall on the written order of the concerned Superintending 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 Superintending 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, Orissa, 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 Superintending 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.

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 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.

3.30 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 which ever is higher.

3.31 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 P-1 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 other dues.

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 Special class Contractor shall employ under him one Diploma Holders belonging to the State of Orissa.

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 Orissa. The Chief Engineer, Roads, Orissa may however assist the contracted with names of such unemployed Engineers 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 Special Class and "A" Class contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Diploma engineers 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 Orissa, Works Department Office Memo No. 13/93 24317 dtd. 28.09.1993.

3.37. If L1 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 negotiated 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 publicized and intimated to all departments of Government and also to Govt. of India agencies working in the state.

3.38. If the rate quoted by the bidder is less than 15% of the tendered amount than such as bid shall be rejected and the tender shall be finalized basing on merits of rest bids., But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalized the tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned Superintending Engineer and DAO will remain present.

3.39. 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 Superintending 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 concerned SE, CE & the Administrative Department. The Incentive for timely completion should be

on a graduated scale of one percent to 5 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.

Clause 31: - price adjustment

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

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 reason attributable to the contractor.

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

c) Following expressions and meanings are assigned to the work done during each month.

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

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

31 (a) i. Adjustment of other materials component

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

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

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

M₀= The all-India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of commerce and Industry, Government of India, New Delhi.

M₁ = The all-India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India New Delhi.

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

31 (a) (ii): Adjustment for cement Component

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

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

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

C0 = The all-India wholesale price index for Ordinary Portland cement (OPC) on 28 days preceding the date of opening of Bides as published by the Ministry of Commerce and Industry Government of India, New Delhi.

C1 = The all-India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Pc = Percentage of Cement Component of the work.

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

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

$$Vs = 0.85 \times Ps / 100 \times R \times (S1 - S0) / S0.$$

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

S0 = The all-India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bides as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

S1 = The all-India wholesale price index for Steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Ps = Percentage of steel Component of the work.

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

31 (a) (IV): Adjustment for Bitumen Component

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

$$Vb = 0.85 \times Pb / 100 \times R \times (B1 - B0) / B0$$

Vb = Increase or decrease in the cost of the work during the month under consideration due to change in the rate for Bitumen.

B0 = 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 Bides.

B1 = The official retail price of bulk bitumen at IOC / BPCL depot at nearest center for the 15th day of the month under consideration.

Pb = Percentage of Bitumen component of the work.

31 (a) (V): Adjustment towards differential cost of Pipes

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

$$Vpi = 0.85 \times Ppi / 100 \times R \times (Bi1 - Pi0) / Pi0$$

Vpi = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

Ppi = Percentage of pipe component of the work.

Pi1 = All India Whole sale price index of pipe for the period under consideration as published by the published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Pi0 = All India wholesale price index of pipe on 28 days preceding the date of opening of Bides as published by the Ministry of Commerce and Industry, Government of India, New Delhi

31 (b): Adjustment of Labour Component

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

$$VL = 0.85 \times P1/100 \times R \times (L1-L0)/L0$$

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

L0 = 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.

L1 = The minimum wages for unskilled labour as notified by Government of Odisha as prevailed on the last date of receipt of the month previous to the one under condition.

P1 = Percentage of labour component of the work.

31(c): Adjustment of POL (Fuel and lubricant) Component

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

$$Vf = 0.85 \times Pf/100 \times R \times (F1-F0)/F0$$

Vf = Increase or decrease in the cost of the work during the month under consideration due to change in rates for fuel and lubricants.

F0 = 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.

F1 = 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.

Pf = 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 groups.

31(d): Adjustment of Plants and Machinery Spares Component

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

$$Vp = 0.85 \times Pp/100 \times R \times (P1-P0)/P0$$

Vp = Increase or decrease in the cost of the work during the month under consideration due to change in rates for plant and machinery spares.

P0 = The all-India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P1 = The all-India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Pp = Percentage of plant and machinery spares component of the work.

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

Regarding wholesale price index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993-94 to 2004-05 & 2011 to 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 2004-2005 & 2011-2012 series. Therefore, the following items in the WPI 2004 -2005 & 2011-2012 series shall be considered corresponding to items in WPI 1993-94 series.

Sl. No	Item in WPI 1993-94 series	Item in WPI 2004-2005 series	Item in 2011-12 series
1	Cement	Grey Cement	Ordinary Port land cement
2	Bars & rods	Rebars	Mild steel long products
3	Heavy machinery & parts	Construction Machinery	manufacture of machinery for mining, quarrying and construction

31 (e): APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table

Sl No	Category of Works		% Component (cost wise)		
			Labour (P1)	POL (Pf)	Steel (Ps) + Cement (Pc) + Bitumen (Pb)+Pipes (Ppi & Machinery Spare & Component (Pp) + Other Materials*
1	R &B works (% of component)	Road Works	5	5	90
		Bridge Works	5	5	90
		Building Works	5	5	90
2	Irrigation Works (% of component)	Structural Work	5	5	90
		Earth work Canal & Embankment work	5	5	90
3	P.H. Work	Structural Work	5	5	90
		Pipeline Work	5	5	Pipe - 70 % *Machinery +Other Materials - 20%
		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).

Appendix to Bid Schedule of Adjustment Data

[For all works, adjustment factor for labour and POL shall be considered @ 5% each Steel Cement, Pipes, other materials and Machinery shall contribute to 90% of price adjustment and shall be calculated for each work separately during preparation of estimate shall be approved by the authority during technical sanction as “Scheduled of adjustment Data” and shall form part of the Bid document.]

Cl.No-31 of F2/P1 Contracts Sl. No.	Index description	Sources of Index	Base Value*	Base Date*	Weight age of Item
31 (a) (i)	Other Materials	All India wholesale price index (all the commodities) as published by the Economic advisor to the Govt of India, Ministry of Commerce and Industry.			
31 (a) (ii)	Cement	wholesale price index for cement (Ordinary Portland cement) as published by the office the Economic advisor to the Govt of India, Ministry of Commerce and Industry.			
31 (a) (iii)	Steel	wholesale price index for Steel Long products) as published by the office the Economic advisor to the Govt of India, Ministry of Commerce and Industry.			
31 (a) (iv)	Bitumen (VG 30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot.			
31 (a) (v)	Pipes	Wholesale price index for the type of Pipe under consideration as published by the office the Economic advisor to the Govt of India, Ministry of Commerce and Industry.			
31 (b)	Labour	Minimum Wage notified by the labour and Employees State Insurance Department of government of the 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	Wholesale 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.

ITEM 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/ Superintending 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/ Superintending Engineer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/ Superintending Engineer during office hours.

2. In the even 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/ Superintending 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 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 each item of the work. 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 works can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money hereinbefore mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.

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.

10. 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.

11. 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 Superintending Engineer, Government securities may be endorsed to the Superintending 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.

12. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10 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.

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 for has been properly filled up and signed by the contractor and the signature witnessed. He shall then, of 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 Orissa of the work specified in the under written memorandum at the rates specified therein within a period of Years months form 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. I 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. |

- b) This deposit will be 2% of the estimated cost of the work.
- c) Earnest money cost Rs.
- d) Initial security deposit (including earnest money) to, Rs. be deposited before the commencement of the work
- c) This percentage deduction from bills will be credited to the contractors 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 works tendered for

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

Approved for 27 (Twenty- Seven) Pages Only.

Sd/- Himansu Kumar Sethi

**Superintending Engineer,
Rural Works Division,
Banspal**