GOVERNMENT OF ODISHA

# RURAL DEVELOPMENT DEPARTMENT

## RURAL WORKS ORGANISATION

## DETAILED TENDER CALL NOTICE WITH SECEDULE OF QUANTITIES

## (Online Tender 02/2026-27)

**OFFICE OF THE SUPERINTENDING ENGINEER**
**RURAL WORKS DIVISION NO-I, GANJAM, BRAMHAPUR**

By Fax/E-mail/Speed Post

ଓଡିଶା ସରକାର
ଗ୍ରାମ୍ୟ ଉନ୍ନୟନ ବିଭାଗ
**GOVERNMENT OF ODISHA**
**DEPARTMENT OF RURAL DEVELOPMENT**

ଲୋକସେବା ଭବନ,
ଲୋକସେବା ମାର୍ଗ, ଭୁବନେଶ୍ୱର-୭୫୧୦୦୧
Lokaseba Bhawan,
Lokaseba Marg, Bhubaneswar-751 001
Fax. 0674-2531690
E-mail- rdsec.or@nic.in

No. 28235300412026/RD Dt.27-Apr-2026

From

Puspita Rout, OFS (SG)
AFA-cum-Joint Secretary to Govt.

To

The E.I.C.-I, R.W., Odisha, Bhubaneswar

**Sub: Clarification on acceptance of offline EMD submitted by bidders responding to online tenders.**

Sir,

In inviting a reference on the subject cited above, I am directed to inform you that the l. no.28235300412026 dtd-27.04.2026 issued earlier vide e-despatch no.1597 dtd-27.04.2026 is hereby cancelled and this letter is regarding acceptance of offline EMD in case of online tenders:

1. For the online tenders already invited by different Tender Inviting Authorities of this Deptt. till the date of issue of this letter, it has been decided that the Conditions as mentioned in the DTCN uploaded during the course of online tender process are to be accepted/ followed without fail to avoid any legal complicacies.
2. For all future online tenders, online receipt of EMD has been made mandatory and it is requested to specify the clause "Bidders to submit online EMD" in DTCN of all online tenders.
3. Instructions given vide this office letter no.28235300412026, dtd-13.03.2026 is hereby modified and clarification made above at para 1& 2 are applicable to all online tenders.

Yours faithfully,

AFA-cum-Joint Secretary to Govt.

CC:

The EIC-II, RW, Odisha, Bhubaneswar / all CEs, O/o the EIC RW, Odisha, Bhubaneswar / all CCE, Circle Heads / all SE or EEs, Division Heads working under administrative control of Rural Development Department for information and necessary action.

RD-BUD-MISC-0041-2026/3/2026

**GOVERNMENT OF ODISHA**

**WORKS DEPARTMENT**

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**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

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

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.

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.

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.

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.

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.

09.01.2026

EIC-cum-Special Secretary to Government

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

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.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 639 /W., Dt. 9.1.26

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.

09.01.2026

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.

09.01.2026

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.

09.01.2026

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.

09.01.2026

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.

09.01.2026

EIC-cum-Special Secretary to Government

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

Contractor Executive Engineer

**GOVERNMENT OF ODISHA**

**WORKS DEPARTMENT**

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**OFFICE MEMORANDUM**

No. 07764600022025 173 /W., Bhubaneswar Dt. 03/01/26

**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.

03.01.26

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.

03.01.26

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

03.01.26

EIC-cum-Special Secretary to Government

Government of Odisha

Works Department

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**Office Memorandum**

File No.-075569000012016 - 11774 /W, dated, 3-8-17

**Sub: - Amendment to Codal / Contractual provisions.**

Government after careful consideration have been pleased 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, 15.6.6, 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 form, 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".

(Cont.-2)

**(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 Tender Paper cost 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- 16.1 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 Officer 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 modifies 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.23.7.2013 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

Contractor Executive Engineer

**GOVERNMENT OF ODISHA**
**WORKS DEPARTMENT**
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**OFFICE MEMORANDUM**

File No.07556900012016- 17254 /W, dated, 5.12.17

Sub: **Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

1. The State Government have been working on formulation of rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in" for some time past.
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases(ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below:

a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.

b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.

c) Reporting and accounting of the e-receipts will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. **Banking arrangement:**

a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)

b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder :**

a) The bidders have to log onto the Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum No.7885/W dt.23.07.2013.

c) **Electronic payment of tender paper cost and EMD :** Then the bidders have to select and submit the bank name as available in the payment options :

   i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

   ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

   - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of **'Bid ID'** generated in the acknowledgement receipt for tracking their bid status.

6. **Settlement of Cost of Tender Paper:**

a) **Cost of Tender Paper** : In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise challans under the head of Account for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the **Annexure- I.**

7. **Settlement of Earnest Money Deposit on submission of bids:**

a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. **Forfeiture of EMD :**

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.

b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid,** in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101-Unclaimed Deposits-0097-Misc. Receipts-02080-Misc. Deposits and submit the detail account to D.A.G., Puri as a deposit of the Division.

c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. **Role of the Banks:**

a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

**10. Role of State Procurement Cell:**

a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs/ Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.

f) e-procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.

h) e-procurement system will update the status accordingly for reconciliation report.

**11. Role of National Informatics Centre :**

a) Customize e-Procurement software and web-pages of Government of Odisha (https://tendersodisha.gov.in) to enable the provision for electronic payment.

b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

c) NIC will provide an interface to organisations to download the electronic receipt data.

d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.

e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

**12. Role of Cyber Treasury :**

a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G. (O) as per the established process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

**13. Redressal of Public grievances :**

a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suomoto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

**14. Applicability and modification of existing rules / orders:**

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender Paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

**15.** These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

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.6785/W dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I dt.09.11.2017.

5/11/17

E.I.C-cum-Secretary to Government

(P.T.O.)

***ANNEXURE-I***

**Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

| | Cost of Tender Paper | Earnest Money Deposit on submission of bids |
|---|---|---|
| **Government Departments** | I. The *payment* towards the **cost of Tender Paper,** in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day.<br><br>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid. | I. In case of tenders of Government Departments, amount towards **Earnest Money Deposit** on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar, and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.<br><br>II. In case of forfeiture of **Earnest Money Deposit** on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA. |
| **State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies** | I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. the amount towards **Cost of Tender Paper** on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar on T+1 day.<br><br>II. The **Paper cost** will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. after opening of bid. | I. Amount towards **EMD** on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.<br><br>II. In case of forfeiture of **Earnest Money Deposit** on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA. |

Government of Odisha
Works Department
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**Office Memorandum**

File No.07556900012013- 14299/W, dated, 03/10/2017

Sub: Amendment to Para-3.5.5 (v) of OPWD Code, Vol.-I.

After careful consideration Government have been pleased to make amendment to Para-3.5.5 (v) of OPWD Code, Vol.-I with following modification.

"Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has 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 (APS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Divisional Officer within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder".

1. This amendment shall take effect from 24th July, 2017.
2. The Works Department Office Memorandum No.5288/W dt.04.05.2016 (Annexure-I-A) stands modified accordingly pursuant to the judgment dated, 24.07.2017 of the Hon'ble High Court of Orissa.
3. This has been concurred in by the Law Department and Finance Department vide their U.O.R. No.1668/L dt.19.08.2017 & U.O.R. No.56-WF-I dt.24.08.2017 respectively.

3/10/17

EIC - cum- Secretary to Government

Government of Odisha
Works Department
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Office Memorandum

File No.07556900032016 - 5288 /W, dated, 4.5.2016

**Sub:-Amendment of Codal / Contractual provisions.**

After careful consideration Government have been pleased to make amendment to the contractual and codal provisions for promoting efficiency and transparency while dealing with works for infrastructural development of the State as per Annexure- I.

1. These amendments shall take effect from the date of issue of the order.
2. Accordingly, relevant existing codal/ contractual provision made vide Works Department in Office memorandum No.12336/W dt.08.11.2013 stands modified with effect from the date of issue of this O.M.
3. This has been concurred in by Finance Department in their UOR No.79-WF-I dt.18.03.2016.

04/5/16

EIC - cum- Secretary to Government

(B) Amendment to Para-3.5.5 (V) of 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 concerned Superintending Engineer, Chief Engineer & the Administrative Department.

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

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

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Government of Odisha
Works Department
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**Office Memorandum**

File No.07556900052014 - 16 /W, dated, 01/01/2015

**Sub: - Acceptance of Single Tender.**

After careful consideration Government have been pleased to make following modification to Notes- (iii) of Para-3.5.18 of O.P.W.D. Code, Volume-I & Rule-29 of Appendix-IX of O.P.W.D. Code, Volume-II for Acceptance of Single Tender in response to a Notice Inviting Tender.

**Notes- (iii) of Para-3.5.18** – The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority.

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

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.254-WF-I Dt.13.11.2014.

01/1/15

EIC - cum- Secretary to Government

Government of Odisha
Works Department
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Office Memorandum

File No 07556900042013 (Pt-IV) - 12366 /W, Dated 16/11/13

Sub:-Amendment of Codal / Contractual provisions.

After careful consideration Government have been pleased to make amendment to contractual and codal provisions for increasing the efficiency and transparency of Department dealing with infrastructure development of the State as per Annexure- I, II, III, IV, V, VI & VII .

1. These amendments shall take effect from the date of issue of the order.
2. Accordingly, relevant existing codal/ contractual provision stands modified with effect from the date of issue of this O.M.
3. This has been concurred in by Finance Department in their UOR No.157-WF-I dt 17.5.2012.

EIC - cum- Secretary to Government

Annexure- I

1) Amendment to Para-3.4.16 (a) (vii) of OPWD Code, 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 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 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 Appendix- 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, then such a bid shall be rejected and the tender shall be finalized basing on merits of [illegible] bids. [illegible] more than one bid is quoted at 14.99% (Decimals up to two numbers will [illegible] for all practical purposes) less than the estimated cost, the tender accepting authority [illegible] finalize the tender through a transparent lottery system, where all [illegible] their authorised representatives, the concerned Executive Engineer and DAO will remain present

(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 concerned SE,CE & the Administrative Department. The Incentive for timely completion should be on a graduated scale of one 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 to30% 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

Annexure- V

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

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 extent .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 F2 contract

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 on going work on 20th or next working day of every month to the concerned EE. The E.E. on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month.The E.E. in charge of the Division will furnish a certificate to the chief engineer with copy to the concerned SE that the bills for all on going 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.

Government of Odisha
Works Department
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Office Memorandum

**File No.07556900042013(Pt-II)- 7865 /W, Dated. 23.7.201**

**Sub: Codal Provisions regarding e-Procurement**

After introduction of e-procurement in Govt. of Odisha, necessary guidelines / procedure has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for E-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX (A) of OPWD Code Vol-II.) as follows:

## Appendix-IX (A) of OPWD Code, Vol-II

**Executive instructions regarding calling for and acceptance of tenders in e-Procurement.**

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.

2. The e-procurement portal of Government of Odisha is "https:// tendersodisha.gov. in".

3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.

4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.

5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.

9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.

11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

11.1 Application Administrator (NIC & State Procurement Cell)

i. Master Management

ii. Nodal Officer Creation

iii. Report Generation

iv. Transfer of Officer's login ID.

v. Blocking & unblocking of officer's and bidder's login ID.

11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)

i. Creation of Users

ii. Role Assignment

iii. Report Generation

iv. Transfer of Officer's login ID.

v. Blocking & unblocking of officer's Login ID.

11.3 Procurement Officer-Publisher (Officer having tender inviting power at any level)

i. Publishing of Tender

ii. Publishing of Corrigendum / addendum / cancellation of Tender

iii. Bid Clarification

iv. Uploading of Pre-Bid minutes.

v. Report generation.

11.4 Procurement Officer-Administrator (Generally sub-ordinate officer to Officer Inviting Tender)

i. Creation of Tender

ii. Creation of Corrigendum / addendum / cancellation of Tender

iii. Report generation.

11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)

i. Opening of Bid

11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)

i. Evaluating Bid

11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)

i. To take up auditing

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.

12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e" procurement Notice

Bid Identification No.----------

1. Name of the work: .....

2. Estimated cost: Rs. .....

3. Period of completion----------

4. Date & Time of availability of bid document in the portal _____

5. Last Date / Time for receipt of bids in the portal _____

6. Name and address of the O.I.T.:.....

Further details can be seen from the e-procurement portal "https://tendersodisha.gov.in"

12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersodisha.gov.in will appear in the "Latest

Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website https://tendersodisha.gov.in, notice board and through paper publication and such notice shall form part of the bidding documents.

13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with

14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

14.3 Procurement Officer Administrator creates tender by filling up the following forms:

i. BASIC DETAILS

ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

| Sl No | Cover Type | Document Description | Type |
|---|---|---|---|
| 1 | Fee/ Prequal/ Technical / Finance | Tender Cost, EMD, VAT,PAN,Contractor RC | .pdf |
| | | Affidavits, undertakings and any other document as per SBD/DTCN | .pdf |
| | | BoQ | .xls |

b.) For Two Cover/Packet:

| Sl No | Cover Type | Document Description | Type |
|---|---|---|---|
| 1 | Fee/ Prequal/ Technical | Tender Cost, EMD, VAT, PAN, Contractor RC | .pdf |
| | | Affidavits, undertakings and any other document as per SBD/DTCN. | .pdf |
| 2 | Finance | BoQ | .xls |
| | | Special condition if any specifically mentioned by Officer Inviting Tender | .pdf |

iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.

iv. WORKITEM DETAILS

v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.

vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).

viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.

ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate(RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-

authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

15.2 LOGGING TO THE PORTAL: The Contractor/Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

15.3 DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.

15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.

15.6 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive **and** liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2

bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. SUBMISSION OF BID:

16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist 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. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.

16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

16.6 SIGNING OF BID: The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness /

authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

17.1 All bid uploaded by the Bidder to the portal will be encrypted.

17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.

19.5 Combined bid security for more than one work is not acceptable.

19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.

19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS :

20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing--- __ nos of pages".

20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.

20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.

20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

21.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

22.1 The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer –Publisher. The

Procurement Officer-Publisher shall up load the summary and declare the process as complete.

22.3 If the 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. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

Accordingly the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

| | | |
|---|---|---|
| EIC (Civil)-cum-CPO, | - | Chairman |
| Engineer-in-Chief (WR) | - | Member |
| Concerned Chief Engineer | - | Member |
| Sr. Manager (Finance), SPC | - | Member |
| Officer Inviting Tender | - | Member |
| Chief Manager (Technical), SPC | - | Convener |

24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advice the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix- IX to OPWD Code, Vol-II.
3. Accordingly Office Memorandum No 1027 dt 24.01.2009 stands modified .
4. This has been concurred in by the Finance Department vide their U.O.R. No.3-WF-I Dt.04.01.2013.

19/7/13

EIC - cum- Secretary to Government

Memo No. 7886 /W, Dated. 23.7.2013

Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.

18/7/2013

FA - cum- Addl. Secretary to Government

Contractor Executive Engineer

GOVERNMENT OF ODISHA
WORKS DEPARTMENT
*******

OFFICE MEMORANDUM

File No. -07556900242019- 15847 /W, dt. 19-11-19

Sub:- Codal / contractual provisions regarding Price Adjustment in works contract.

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

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

18/11

Commissioner - cum- Secretary to Government

Memo No. 15848 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to Principal Secretary to Hon'ble Chief Minister, Odisha for information and necessary action.

18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15849 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to P. S. to Hon'ble Minister, Works, Odisha / P. S. to Hon'ble Minister, Finance, Odisha for information and necessary action.

18.11.19

FA - cum- Addl. Secretary to Government

(P.T.O)

-2-

Memo No. 15850 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Department for information and necessary action.

18.11.19

FA - cum- Addl. Secretary to Government

Memo No. 15851 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15852 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar / Chief Architect, Odisha, Bhubaneswar for information and necessary action.

18.11.19

FA - cum- Addl. Secretary to Government

Memo No. 15853 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15854 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

18.11.19.

FA - cum- Addl. Secretary to Government

(P.T.O)

-3-

Memo No. 15855 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@redifmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

18.11.19

FA - cum- Addl. Secretary to Government

Memo No. 15856 /W, dated, 19-11-19

Copy with copy of enclosure forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / EAP Cell / Legal Cell, Works Department for information and necessary action.

18.11.19

FA - cum- Addl. Secretary to Government

**ANNEXURE-A**

**Clause 31 :- Price Adjustment**

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

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

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

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

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

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

The formula (e) for adjustment of prices are:

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

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

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

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

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

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

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

18.11.19

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

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

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

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

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

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

$P_c$ = Percentage of Cement Component of the work

31(a)(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:

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

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

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

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

$P_s$ = Percentage of steel component of the work

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

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

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

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

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

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

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

$P_b$ = Percentage of bitumen component of the work

**31(a)(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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Sl. No. | Item in WPI 1993-94 series | Item in WPI 2004-05 series | Item in WPI 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 & construction. |

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

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

**Percentage Table**

| Sl No. | Category of works | | % Component (cost wise) | | |
|---|---|---|---|---|---|
| | | | Labour ($P_l$) | POL ($P_f$) | Steel ($P_s$)+ Cement ($P_c$)+ Bitumen ($P_b$) +Pipes ($P_{pi}$) + Plant & Machinery Spare &Component($P_p$) + 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, Canal & Embankment work | 5 | 5 | 90 |
| 3 | P.H. Work | Structural work | 5 | 5 | 90 |
| | | Pipeline Work | 5 | 5 | Pipe- 70% *Machinery + Other material -20% |
| | | Sewer Line | 5 | 5 | Pipe- 70% *Machinery + Other material -20% |

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

14.11.19

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

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

| Cl. No-31 of F2/ P1 Contracts Sl. No | Index description | Source of index | Base value* | Base Date* | Weightage of Item** |
|---|---|---|---|---|---|
| 31 (a)(i) | Other Materials | All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry. | | | |
| 31 (a)(ii) | Cement | Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry. | | | |
| 31 (a)(iii) | Steel | Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry. | | | |
| 31 (a)(iv) | Bitumen (VG-30) | Official retail price of bulk bitumen at the nearest IOC/ HPCL depot | | | |
| 31 (a)(v) | Pipes | Whole sale price index for the 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 Employee's State Insurance Department of Government 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.

18.11.19

GOVERNMENT OF ODISHA
24 DEC 2012
RURAL DEVELOPMENT DEPTT.

Government of Odisha
Works Department
***

File No. 07550400132012- /2806/W

**Office Memorandum**

24/12/12 Bhubaneswar, the

Sub: - Amendment of Codal / contractual provisions regarding Price Variation / Escalation clause.

After careful consideration, Government have been pleased to make the amendment of codal / contractual provisions regarding Price Variation / Escalation clause due to increase or decrease in rate of minimum wages, Principal materials, POL & other materials to be incorporated in DTCN / condition of Contract as per Annexure-"A".

1-Works Department Circular / Letter No.5608 dt.03.4.2007 stands amended.

2- This amendment shall be a part of the relevant clauses of DTCN and Agreement and shall take effect from the date of issue of the Office Memorandum.

24/12/12
EIC-cum-Secretary to Govt.

**ANNEXURE-A**

## PROPOSAL FOR PRICE VARIATION CLAUSE DUE TO INCREASE OR DECREASE IN RATE OF MINIMUM WAGES, PRICIPAL MATERIALS, POL& OTHER MATERIALS TO BE INCORPORATED IN CONDITION OF CONTRACT

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**31. Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below:-**

**31(a)(i) : REIMBURSEMENT/RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN,PIPES & P.O.L.).**

If during the progress of the work the price of any materials (Excluding the cost of steel cement, bitumen & P.O.L.) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen)months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen)months there from.

**Formula to calculate the increase or decrease in the price of materials:**

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

$V_m = 0.85 \times P_m/100 \times R \times (M_i - M_o)/M_o$

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

R= Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

$M_o$= The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to govt. of India, Ministry of Industry and commerce, New Delhi).

$M_i$ = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser,Govt.of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

$P_m$ = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause -31 (d) below.

**31(a)(ii): REIMBURSEMENT/ RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL,CEMENT,BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT ) AFTER SUBMISSION OF TENDER:**

If after submission of the tender, the prices of Steel, Cement, Bitumen and Pipes ( not being supplied by the Department) increases/ decreases beyond the price(s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval of tender accepting authority subject to following conditions:

1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.

2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer in charge.

   Recovery in case of decrease in prices of cement, steel, bitumen &pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase/decrease in prices of cement, steel, Bitumen and Pipes for reimbursement/recovery shall be determined as follow.

**a) Adjustment towards differential cost of cement**

$V_c$ =($C_i$ –$C_o$ )/$C_o$ xActual quantity of cement utilized in the work during the quarter under consideration x base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

$V_c$ =Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered.

$C_i$ =All India Wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi.

$C_o$=All India Wholesale price index ( as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

**b) Adjustment towards differential cost of Steel**

$V_s$ = ($S_i$-$S_o$) x Actual quantity of steel utilized in the work during the quarter under consideration

$V_s$= Differential cost of Steel i.e. amount of increase or decrease in rupees to be paid or recovered.

$S_i$= Cost of the Steel as prevailed during the period under consideration as fixed by Steel Authority of India.

$S_o$= Base price of Steel prevailing as on the last date of submission of tender including extension, if any.

**c) Adjustment towards differential cost of Bitumen.**

$V_b$ = ($B_i$-$B_o$) x Actual quantity of Bitumen utilized in the work during the quarter under consideration.

$V_b$=Different cost of Bitumen i.e. amount of increase or decrease in rupees to be paid or recovered.

$B_i$= Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL/BPCL/HPCL.

$B_o$=Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

**d) Adjustment towards differential cost of pipes.**

$V = 0.85 \times P_p / 100 \times R (P_i - P_o) / P_o$

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

$P_p$= Percentage of pipe component of the work as indicated in the clause 31 (d).

R= Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

$P_i$=All India Whole sale price index for the period under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

$P_o$= All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi ) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

**31(b): REIMBURSEMENT/ REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:**

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase/decrease in labour shall be considered on the cost of minimum daily wages of any unskilled Labourer, fixed by the Government of Odisha under Minimum wages act .

**The compensation for escalation for labour shall be worked out as per the formula given below:**

$V_l$ = $0.85 \times P_l/100 \times R \times (L_t - L_o)/L_o$

$V_l$ = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R= Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

$L_o$= the minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

$L_t$= the minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

$P_l$ = Percentage of labour component of the work, as indicated in the clause 31 (d).

**31(c): REIMBURSEMENT/REFUND DUE TO VARIATION IN PRICES OF P.O.L:**

Similarly, if during the progress of work, the prices of Diesel, Petrol, Oil and Lubricants increases or decreases as a result of the price fixed there of by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L., which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended per

**Formula to calculate the increase or decrease in the price of P.O.L.**

$V_f = 0.85 \times P_f/100 \times R \times (F_i - F_o)/F_o$

$V_f$ = Increase or decrease in the cost of work during the quarter under consideration due to Changes in rates for P.O.L.

$P_f$ =Percentage of P.O.L. component of the work, as indicated in clause-31 (d) below.

R= Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

$F_i$ = *All India Wholesale price index for Fuel, Oil & Lubricant(.High Speed Diesel) for the quarter under consideration as published by Economic Adviser ,Govt. of India, Ministry of Industry And Commerce, New Delhi.* In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

$F_o$= All India Whole dale price index for Fuel, oil &lubricant( *High Speed Diesel)* as prevailing on the last stipulated date of receipt of tender including extension, if any.

**31(d): The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:**

**Percentage Table**

| Sl. No. | Category of works | | | % Component (cost wise) | | |
|---|---|---|---|---|---|---|
| | | | | Labour ($P_l$) | POL ($P_f$) | Steel+Cement+ Bitumen + Other Materials* |
| 1 | R&B works (% of component) | Road works | | 5 | 5 | 90 |
| | | | | | | |
| | | Bridge works | | 25 | 5 | 70 |
| | | Building works | - | 25 | - | 75 |
| | | | | | | |
| 2 | Irrigation works (% of component) | Structural work | | 20 | 5 | 75 |
| | | Earth, Canal & Embankment work | | 25 | 10 | 65 |
| 3 | P.H.Work | Structural work | | 25 | 5 | 70 |
| | | Pipeline Work | | 5 | - | Pipe – 70% *Other material-25% |
| | | Sewer Line | | 10 | - | Pipe- 70% *Other material-20% |

***Note: - Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.***

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

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

*(ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.*

**GOVERNMENT OF ODISHA**
**WORKS DEPARTMENT**
* * *

**No. 07559600192022-** 1437 **Bhubaneswar, Dated the** 31-1-2023

**OFFICE MEMORANDUM**

**Sub:- Amendment to Codal Provision under Clause 36 of Appendix-IX of OPWD Code, Volume-II.**

After careful consideration and in supersession of codal provision under Clause-36 of Appendix-IX of OPWD Code, Volume-II vide Works Department O.M. No.12366/W dated 08.11.2013, Government have been pleased to make following provision.

**Clause 36 of Appendix-IX of OPWD Code, Volume-II**

If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But, 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 bidders / their authorized representatives, the concerned SE/ Executive Engineer of concerned Division and DAO will remain present.

1. This amendment to the codal provision shall take effect from the date of issue of the order.
2. Accordingly, the relevant existing codal/ contractual provision stands modified with effect from the date of issue of this O.M.
3. This has been concurred in by Finance Department in their OSWAS File No.FIN-WF1-MISC-0042-2022.

**By order of the Governor**

31/01/23

**(Vir Vikram Yadav, IAS)**
**Principal Secretary to Government**

Memo No. 1438 /W., Dated, 31-1-2023

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha / Private Secretary to Hon'ble Minister, Works, Steel & Mines, Odisha for kind information of Hon'ble Chief Minister, Odisha & Hon'ble Minister, Works, Steel & Mines, Odisha.

31/01/2023
FA-cum-Additional Secretary to Government

Memo No. 1439 /W., Dated, 31-1-2023

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. Private Secretary to Development Commissioner-cum-Additional Chief Secretary to Govt. / Sr. Private Secretary to Principal Secretary to Govt., Finance Department for kind information of Chief Secretary / Development Commissioner-cum-Additional Chief Secretary/ Principal Secretary, Finance Department.

31/01/2023
FA-cum-Additional Secretary to Government

(P.T.O)

Memo No. 1440 /W., Dated, 31-1-2023

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

31/01/2023

FA-cum-Additional Secretary to Government

Memo No. 1441 /W., Dated, 31-1-2023

Copy forwarded to All Departments of Government / EIC-cum-Managing Director, OB&CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar / Managing Director, OSPH&WC, Bhubaneswar for information and necessary action.

31/01/2023

FA-cum-Additional Secretary to Government

Memo No. 1442 /W., Dated, 31-1-2023

Copy forwarded to EIC (Civil), Odisha / EIC, Water Resources, Odisha / EIC (Rural Works), Odisha / All Chief Engineers, under the Administrative Control of Works Department, R.D. Department, Water Resources Department and H&UD Department /All CCEs (under Works Department) / All Superintending Engineers (under Works Department) / All Executive Engineers (under Works Department) for information.

31/01/2023

FA-cum-Additional Secretary to Government

Memo No. 1443 /W., Dated, 31-1-2023

Copy forwarded to OSWAS Control Room with a request to upload in the web-site of Works Department.

31/01/2023

FA-cum-Additional Secretary to Government

Memo No. 1444 /W., Dated, 31-1-2023

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@redifmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

31/01/2023

FA-cum-Additional Secretary to Government

Memo No. 1445 /W., Dated, 31-1-2023

Copy forwarded to Accounts-I Section / Accounts-II Section / Road Section / Plan Section / Building Section / Budget Section / NHs Section / FC & AA Section / EAP Section for information and necessary action.

31/01/2023

FA-cum-Additional Secretary to Government

**GOVERNMENT OF ODISHA**
**WORKS DEPARTMENT**

* * *

**File No. 07554600032022-** 1499 **/W., dated.** 01.02.2023

**OFFICE MEMORANDUM**

**Sub:- Amendment to Para-3.5.19 (a) (b) of the OPWD Code, Volume-I.**

After careful consideration, Government have been pleased to make amendment to Para-3.5.19 (a) (b) of the Odisha Public Works Department Code, Volume-I with the following modification.

"Security for the due fulfilment of a contract should invariably be taken. 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."

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by Finance Department vide their OSWAS File No. FIN-WF1-MISC-0033-2022.

**By order of the Governor**

**(Vir Vikram Yadav, IAS)**
**Principal Secretary to Government**

Memo No. 1500 /W., Dated, 01.02.2023

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha / Private Secretary to Hon'ble Minister, Works, Steel & Mines, Odisha for kind information of Hon'ble Chief Minister, Odisha & Hon'ble Minister, Works, Steel & Mines, Odisha.

01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1501 /W., Dated, 01.02.2023

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. Private Secretary to Development Commissioner-cum-Additional Chief Secretary to Govt. / Sr. Private Secretary to Principal Secretary to Govt., Finance Department for kind information of Chief Secretary / Development Commissioner-cum-Additional Chief Secretary/ Principal Secretary, Finance Department.

01/02/2023
FA-cum-Additional Secretary to Government

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Memo No. 1502 /W., Dated, 01.02.2023

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

01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1503 /W., Dated, 01.02.2023

Copy forwarded to All Departments of Government / EIC-cum-Managing Director, OB&CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar / Managing Director, OSPH&WC, Bhubaneswar for information and necessary action.

01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1504 /W., Dated, 01.02.2023

Copy forwarded to EIC (Civil), Odisha / EIC, Water Resources, Odisha / EIC (Rural Works), Odisha / All Chief Engineers, under the Administrative Control of Works Department, R.D. Department, Water Resources Department and H&UD Department /All CCEs (under Works Department) / All Superintending Engineers (under Works Department) / All Executive Engineers (under Works Department) for information.

01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1505 /W., Dated, 01.02.2023

Copy forwarded to OSWAS Control Room with a request to upload in the web-site of Works Department.

01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1506 /W., Dated, 01.02.2023

Copy along with soft copy forwarded to Gazette Cell, Commerce & Transport (Commerce) Department, Bhubaneswar with a request to publish Notification in extra ordinary issue Gazette and supply 10 (Ten) copies to this Department for official use.

01/02/2023
FA-cum-Additional Secretary to Government

Memo No. 1507 /W., Dated, 01.02.2023

Copy forwarded to Accounts-I Section / Accounts-II Section / Road Section / Plan Section / Building Section / Budget Section / NHs Section / FC & AA Section / EAP Section for information and necessary action.

01/02/2023
FA-cum-Additional Secretary to Government

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E-Mail: eerw_gm1@yahoo.co.in

| e-Despatch | | | |
|---|---|---|---|
| WEB : | No ☐ | Yes ☐ | |
| Fax ☐ | e-Mail ☐ | SMS ☐ | Local ☐ |
| RP ☐ | BP ☐ | OP ☐ | SM ☐ |

OFFICE OF THE SUPERINTENDING ENGINEER
RURAL WORKS DIVISION-I, GANJAM, BERHAMPUR
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Government of Odisha e-Procurement Notice
**Bid Identification No. Online Tender // 02 // SERWDG-I // 2026-27**

Letter No. 3012 // SERWDG-I // BAM // Date: 28.04.2026

Executive Engineer, Rural Works Division-I, Ganjam, Berhampur on behalf of Governor of Odisha invites **percentage rate** tenders through e-procurement for Building works. The bid should be submitted online in the website https://www.tendersodisha.gov.in by eligible class of contractors of Government of Odisha or of equivalent class of other State Government / Railways /CPWD / MES. The bidders should have the necessary Portal Enrolment (with his own Digital signature Certificate). 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. Class of contractor : As per Annexure
2. Approximate Estimated cost put to tender : As per Annexure
3. Time for completion : As per Annexure
4. E.M.D required : The bidder shall **transfer online** the **Earnest Money Deposit/ Bid Security** of the amount specified for the work in the Annexure Col.4 as part of its bid through a process as mentioned under DTCN.
5. Cost of tender paper : The bidder shall transfer online the cost of bid document per set (Non-refundable) for works in the Annexure as detailed below through a process as mentioned under DTCN.
   1) Estimated Cost Rs.0.10 Lakh to Rs.1.00 Lakh =Rs.400.00
   2) Estimated Cost Rs.1.00 Lakh to Rs.2.00 Lakh = Rs.600.00
   3) Estimated Cost Rs.2.00 Lakh to Rs.5.00 Lakh = Rs.2000.00
   4) Estimated Cost Rs.5.00 Lakh to Rs.10.00 Lakh = Rs.4000.00
   5) Estimated Cost Rs.10.00 Lakh to Rs.50.00 Lakh =Rs.6000.00
   6) Estimated Cost above Rs.50.00 Lakh = Rs.10000.00
6. Mode of Submission of tender : Tender should be submitted online in **https://www.tendersodisha.gov.in**
7. Period of availability of tenders on-line/ Date of time of bidding on-line/ last date of seeking clarification/ Date of opening of tender papers : The details are as follows:

| Procurement Officer | Bid Identification No. | No. of Works | Availability of tender on-line for bidding | | Last Date & Time of seeking tender clarification | Date & Time of opening of tender/ Bid |
|---|---|---|---|---|---|---|
| | | | From | To | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Executive Engineer, R.W Division-I, Ganjam, Berhampur | Online Tender / 02 / SE RWDG-I / 2026-27 | (14) Fourteen Nos. | 08.05.2026 at 11.00 A.M | 27.05.2026 Upto 6.00 P.M | 26.05.2026 Upto 3.00 P.M | 28.05.2026 at 11.30 A.M |

8. Bid documents consisting of qualification information and eligibility criteria, of bidders, specifications and the schedule of quantities and abstract of estimate of the various classes of work is available in website https://www.tendersodisha.gov.in
9. The bid for the work shall remain open for acceptance for a period of ninety (90) 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, the said earnest money shall stand forfeited.
10. A bidder shall not be permitted to bid for works in the R.W. Division-I, Ganjam, Berhampur responsible for award the execution of contracts in which his or his spouse near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive).

11. **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.
12. The tenderer should go through the eligibility criteria of DTCN before uploading documents through online.
13. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission.
14. Exemption of EMD.
    (i) To avail the exemption of EMD, the intending Engineering Contractor should have an affidavit along with the tender paper for such exemption during 2025-26.
15. Other details can be seen in the bidding documents, which is available in website https://www.tendersodisha.gov.in.
16. The Affidavit regarding correctness and authentication of all documents must be uploaded online otherwise the tender likely to be disqualified. Original affidavit regarding correctness and authentication of documents is to be furnished physically at Office of the S.E, R.W Division-I, Ganjam, Berhampur before signing the Agreement.
17. 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 the 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% of 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 concern 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 analysis 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 analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

The Additional Performance Securityin shape of Term Deposit Receipt pledged in favour of Superintending Engineer, Rural Works Division-I, Ganjam, Berhampur Bank Guarantee in favour of the Divisional Officer from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by E-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

18. 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.
19. Subsequent corrigendum (if any) can be only seen in the web site https://www.tendersodisha.gov.in.
20. If the office happens to be closed on the opening day due to subsequent declaration as holiday in Govt. or Local authority the tenders will be opened on the immediate next working day at same time and venue respectively.
21. The original Affidavit regarding correctness of all documents is to be physically deposited to the SuperintendingEngineer, Rural works Division-I, Ganjam, Berhampur at the time of signing the agreement failing which the tender will not be considered. The scan copy of the affidavit regarding correctness and authentication must be uploaded online.
22. **Exemption of EMD:** The engineering contractors desirous of availing EMD should abide the norms as contained in No. FA-Codes-6/2011-600/W Dtd.18.01.2011 as furnished in DTCN.
23. **To avail the 50% exemption of EMD and Price Preference:** The intending SC/ST contractor(s) tenderer (s) upto 'B' class should upload the scan copy of the recent caste certificate for exemption of 50% EMD & also upload the copy of application for availing price preference. The intending SC/ST contractor(s) should show the evidence in form of affidavit that no work awarded to him/her is left incomplete / abandoned so far this division is concerned otherwise his/her tender for this time will not be considered in his/her favour.
24. GSTN No. is mandatory which should be furnished by the contractor invariably along with the tender documents.
25. Other details can be seen in the bidding documents, which is available in website https://www.tendersodisha.gov.in.
26. Tenderers should registered himself in CDMS portal with Eight (8) digit unique code which is mandatory and this should be uploaded, failing which the tender will not be considered.
27. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
28. Before drawl of agreement the successful bidder shall furnish the EMD& ISD, Additional Performance Security in shape of NSC/Post office Savings Bank Account/Post Office Time Deposit Account/ Kisan Vikas Patra/Bank Guarantee in favour of the Superintending Engineer, Rural Works Division-I, Ganjam 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 as per office memorandum no.1499 dt.01.02.2023 of Works Dept. Govt. of Odisha failing which your bid shall be cancelled and the security deposit will be forfeited

28/4/26

ExecutiveEngineer
R.W Division-I, Ganjam, Berhampur

L.No 3013 Dt-28.04.2026

Letter No.// RWDG-I//BAM// Date:

Copy forwarded to the Superintendent, Government Press, Odisha, Madhupatna, Cuttack for favour of information and necessary action.

28/4/26

Executive Engineer

Letter No. 3014 //RWDG-I//BAM// Date: 28.04.2026

Copy submitted to the Engineer-in-Chief, Rural Works, Odisha, Bhubaneswar / Chief Engineer (Building, Bridge) / Chief Engineer (Plan Road) / Rural Works Odisha, Bhubaneswar / Chief Construction Engineer, R.W. Circle, Berhampur for favour of kind information.

28/4/26

Executive Engineer

Letter No. 3015 // RWDG-I//BAM// Date: 28.04.2026

Copy submitted to the Collector & District Magistrate, Ganjam, Chatrapur // Superintendent of Police, Berhampur// Superintending Engineer, Southern Circle R&B, Berhampur// Minor Irrigation, Berhampur for information and necessary action.

28/4/26

Executive Engineer

Letter No. 3016 //RWDG-I//BAM// Date: 28.04.2026

Copy to all the Executive Engineers, Stationed at Berhampur // Gopalpur Port Division, Arjipalli, Chatrapur / Municipal Commissioner, Berhampur Municipality Corporation, Berhampur for information and necessary action.

28/4/26

Executive Engineer

Letter No. 3017 // RWDG-I //BAM// Date: 28.04.2026

Copy to All SDOs under this Division// Sr. D.A.O. // Head Clerk // A.E.E (Estimator) // A.E (Estimator) // Junior Engineer (Estimator) is instructed to upload the tenders in e-procurement site within stipulated date and time without fail // Cashier of this Office //Notice Board // Ten Spare copies for Tender Files // Concerned File for information and necessary action.

28/4/26

Executive Engineer

28/4/26

28/4/26

# ANNEXURE

| Sl No. | Name of the Work | Approx. Estimated Cost (Rs. In Lakhs) | EMD Required (in Rs.) | Class of Contractor | Time of Completion | Cost of Bid Document (in Rs.) (Online) | Name of R.W. Sub-Division | Place of Opening |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| **Procurement Office:- Superintending Engineer, R.W.Division-I, Ganjam, Berhampur.** | | | | | | | | |
| 1 | New construction of 2 Nos. F type quarter at PHC Pandia | 40.01 | 40,100/- | 'B' | 9 (Nine) Calendar Month | Rs. 6000/- | R.W. Sub-division, Purushottampur | Rural Works Division-I, Gm., Berhampur |
| 2 | New construction of 1 No D type quarter at PHC Pratapur | 40.73 | 40730/- | 'B' | 9 (Nine) Calendar Month | Rs. 6000/- | R.W. Sub-division, Purushottampur | Rural Works Division-I, Gm., Berhampur |
| 3 | New Construction of 1 No D type quarter at PHC B Kharida | 49.64 | 40640/- | 'B' | 9 (Nine) Calendar Month | Rs. 6000/- | R.W. Sub-division, Purushottampur | Rural Works Division-I, Gm., Berhampur |
| 4 | New Construction of 2 Nos. E type quarter at PHC Pratapur | 48.22 | 48300/- | 'B' | 9 (Nine) Calendar Month | Rs. 6000/- | R.W. Sub-division, Purushottampur | Rural Works Division-I, Gm., Berhampur |
| 5 | New construction of 2 Nos. E type Quarter at PHC B. Kharida | 47.56 | 47560/- | 'B' | 9 (Nine) Calendar Month | Rs. 6000/- | R.W. Sub-division, Purushottampur | Rural Works Division-I, Gm., Berhampur |
| 6 | Construction of 1 No F type quarter at PHC Rahada | 30.99 | 30990/- | 'B' & 'C' | 6 (Six) Calendar Month | Rs. 6000/- | R.W. Sub-division, Beguniapada | Rural Works Division-I, Gm., Berhampur |
| 7 | New construction of 1 No D type quarter at PHC Karchuli | 40.45 | 40,450/- | 'B' | 9 (Nine) Calendar Month | Rs. 6000/- | R.W. Sub-division, Buguda | Rural Works Division-I, Gm., Berhampur |
| 8 | New construction of 1 No D type quarter at PHC A. Karadabadi | 39.96 | 39,960/- | 'B' & 'C' | 6 (Six) Calendar Month | Rs. 6000/- | R.W. Sub-division, Buguda | Rural Works Division-I, Gm., Berhampur |
| 9 | New construction of 2 Nos. E type Quarter at PHC A. Karadabadi | 46.62 | 46,620/- | 'B' | 9 (Nine) Calendar Months | Rs. 6000/- | Rural Works Sub-Division, Buguda | Rural Works Division-I, Ganjam., Berhampur |
| 10 | New construction of 2 Nos. E type quarter at PHC Karchuli | 48.39 | 48,390/- | 'B' | 9 (Nine) Calendar Months | Rs. 6000/- | Rural Works Sub-Division, Buguda | Rural Works Division-I, Ganjam., Berhampur |
| 11 | New construction of 1 No D type quarter at PHC Chirikipada | 40.06 | 40,060/- | 'B' | 9 (Nine) Calendar Month | Rs. 6000/- | R.W. Sub-division, Polasara | Rural Works Division-I, Gm., Berhampur |
| 12 | Construction of 2 Nos. F type quarter at PHC Hatioto | 40.68 | 40,680/- | 'B' | 9 (Nine) Calendar Month | Rs. 6000/- | R.W. Sub-division, Polasara | Rural Works Division-I, Gm., Berhampur |
| 13 | Construction of 2 Nos. E type Quarter at PHC Chirikipada Sasan | 47.91 | 47,910/- | 'B' | 9 (Nine) Calendar Months | Rs. 6000/- | Rural Works Sub-Division, Polasara | Rural Works Division-I, Ganjam., Berhampur |
| 14 | Construction of RW Section Office Building Beguniapada-I for 2025-26. | 26.86 | 26860/- | 'C' & 'B' | 6 (Six) Calendar Months | Rs. 6000/- | Rural Works Sub-Division, Beguniapada | Rural Works Division-I, Ganjam., Berhampur |

23/4/26

Executive Engineer
R.W Division-I, Ganjam
Berhampur

28/4/26

| e-Despatch | | | |
|---|---|---|---|
| WEB : | No ☐ | Yes ☐ | |
| Fax ☐ | e-Mail ☐ | SMS ☐ | Local ☐ |
| RP ☐ | SP ☐ | OP ☐ | SM ☐ |

E-Mail: eerw_gm1@yahoo.co.in

OFFICE OF THE SUPERINTENDING ENGINEER
RURAL WORKS DIVISION-I, GANJAM, BERHAMPUR
***********

Government of Odisha e-Procurement Notice
**Bid Identification No. Online Tender // 02 // SERWDG-I // 2026-27**

Letter No. 3018 // RWDG-I//BAM// Date: 28.04.2026

| | | | |
|---|---|---|---|
| 1 | Name of the Work | :: | Building Works |
| 2 | Estimated Cost | :: | Rs.26.86 Lakhs to 49.64 Lakhs |
| 3 | Period of Completion | :: | As per Annexure Column No. 06. |
| 4 | Date & Time of Availability of Bid Documents in the Portal | :: | From 08.05.2026 at 11.00 AM to 27.05.2026 up to 6.00 PM |
| 5 | Last Date/ Time for Receipt of Bids in the Portal | :: | 27.05.2026 up to 6.00 PM |
| 6 | Name and Address of the Officer Inviting Bid | :: | Executive Engineer, Rural Works Division-I, Ganjam, Berhampur |

Further details can be seen from the e-procurement portal website https://www.tendersodisha.gov.in.

28/4/26
Executive Engineer
R.W Division-I, Ganjam
Berhampur
28/4/26

Letter No. 3019 //RWDG-I//BAM //Date: 28.04.2026

Copy with the extra copies of the Notice forwarded to the Manager Publication (I & PR Department), Bhubaneswar with a request to publish the above notice in Two (2) local Oriya Daily News Papers and One Local English Daily News Papers in two consecutive days before 06.05.2026. It is also requested to send the copy of the published paper to this office for processing the same with tender.

28/4/26
Executive Engineer
28/04/26

| e-Despatch (for official use only) Government of Odisha | | | |
|---|---|---|---|
| WEB : | No ☐ | Yes ☐ | |
| Fax ☐ | e-Mail ☐ | SMS ☐ | Local ☐ |
| RP ☐ | SP ☐ | OP ☐ | SM ☐ |

## INSTRUCTION TO BIDDERS

## FOR DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

**Details of documents to be furnished**

1. Scanned copies of the following documents to be up-loaded in PDF format in the website https://www.tendersodisha.gov.in.

1.2.1 Paper Cost towards Bid in online
1.2.2 Required EMD in online
1.2.3 GSTIN
1.2.4 PAN Card
1.2.5 Registration certificate
1.2.6 Affidavit regarding correctness of information /certificate in online.
**1.2.7 Eligibility Criteria**

The eligibility criteria for participation in this tender are given below. The tenderer(s) should go through these eligibility criteria before participating in the tender. Tenderer(s) not fulfilling the eligibility criteria and submitted the tender documents in online, the tender will summarily be rejected.

(1) The intending tenderer(s) must upload the scan copy of an affidavit regarding correctness of all documents and the Original Affidavit must submit before signing of agreement.

(2) The intending tenderer(s) must upload the valid Registration Certificate as on date, of the required class as mentioned in TCN.

(3) The intending tenderer(s) must upload PAN card, up to date GSTIN, undertaking for submission of labour license.

(4) The required EMD and towards paper cost must be furnished as per instruction mentioned in the TCN.

**(5) The amount for EMD and APS should be furnished separately**.

2. 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 though registered post.
3. 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.
4. The bidders have to furnish the documents towards cost of tender paper & EMD in online before the date & time of opening of the technical bid as mentioned in the table above, failing which the bidder will be disqualified.
5. To avail the exemption of EMD, the intending Engineering Contractor should have submitted an affidavit along with the tender documents. It is the sole responsible of the Engineer Contractor to make necessary entry in the original Register Certificate for such exemption of EMD after awarding of the work in his favour before drawl of agreement as per codal rules.
6. The cost of tender paper, EMD should be electronically online transferred through payment gateway of designated banks as per available in the portal for all Governments Departments as per office memorandum No.6785 dated 9.5.2017 of Works Department, Govt. of Odisha.
7. VAT may be read as GST where ever found in DTCN.

8. The rates provided in the BoQ are excluding GST. The bidder is to quote the rates shall be excluding GST while tendering. The GST will be paid extra on the value of work executed at the time of payment of bill as applicable time to time as per Government order.
9. Online receipt of EMD has been made Mandatory "**Bidders to submit online EMD**" as per Rural Development Department Letter No.28235300412026/RD 27.04.2026.

Contractor Executive Engineer

# DETAILED TENDER CALL NOTICE

## 1. INVITATION OF TENDERS:-

1.1 Percentage rates bids for works in **the Annexure of TCN** are to be received online in the Website **https://www.tendersodisha.gov.in**

1.2 Only those tenderers who are willing to accept all the terms & conditions of this detailed tender call notice need submit the tenders. Joint Venture/ Consortium agreements/ M.O.Us are not allowed to participate in the Bid.

1.3 Tender documents for the above works are available online in the Website **https://www.tendersodisha.gov.in** as per T.C.N.

1.4 Tenderers have to transfer online earnest money as required as per **Special Clause** in pursuant to Works Department Office Memorandum No. 6785 Dt.09.05.2017 for an amount as mentioned in the **TCN** (the amount specified in the tender notice). Contractors desirous of hiring machineries from outside the State are required to transfer Online EMD @ 2% of the amount put to tender as per the procedure in the **Special Clause**. Failure of the successful Bidder to comply with the requirements as desired by Engineer-in-Charge shall constitute sufficient grounds for cancellation of the award & forfeiture of the Bid Security.

1 The contractor exempted (Engineer Contractor) from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

2 The initial security deposit should be in shape of pledged NSC/ POTD/ POSB/ KVP/Deposit receipt of Scheduled Bank. The ISD shall be pledged in favour of the Executive Engineer concerned as mentioned in **the TCN** in respect of the work. In case the actual cost of work exceeds the original cost of work as per the accepted tender, the amount to be recovered from 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.

3 Besides the initial Security Deposit, contractors of B class & above will be required to furnish security deposit by way of deduction from their bill at the rate of 5% of the gross amount or each bill where as in case of C & D class contractor such deduction will be made at the rate of 3% of gross amount of each bill.

4 In the case of Govt. Undertakings, Co-operative Societies, Diploma or Degree holders in Engineering and SC&ST Contractors who are registered with the State Govt. the rules framed by Govt. from time to time regarding earnest money deposit, initial security deposit etc. will apply.

4.5 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 2% of the work as per the accepted tender excluding the addl. EMD for hiring machineries outside State & sign the agreement in the PWD form-2 (Schedule- XLV Form No.61) in the office of the Executive Engineer, Rural Works Division No-I, Ganjam, Berhampur

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 the Executive Engineer, Rural Works Division-1, Ganjam, Berhampur/ Superintending Engineer, R.W. Circle, Berhampur/ Chief Engineer, Rural Works, Bhubaneswar at his discretion, will make the earnest money deposit of the tenderer liable to forfeiture & acceptance of his tender shall be treated as withdrawn.

4.6 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 the 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% of 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 concern 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 analysis 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 analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

The Additional Performance Security in shape of Term Deposit Receipt pledged in favour of Superintending Engineer, Rural Works Division-I, Ganjam, Berhampur Bank Guarantee in favour of the Divisional Officer from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by E-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

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

4.8 The acceptance of the tender & award of the contract even to more than one contractor, if considered necessary, will rest with the Chief Engineer, Rural Works, Bhubaneswar who does not bind himself to accept the lowest tender & will reserve to himself the authority to reject any or all of the tenders received, without assigning any reasons.

4.9 The Earnest Money Deposit of the unsuccessful tenderers who are not awarded with the work will be refunded online after the tender is finalized.

4.10 After Opening the tenders if a tenderer withdraws him-self from the competition during the validity of tender, the EMD shall be forfeited & credited to the Govt.

1.10 A) Tender may not, at the discretion of the competent authority, be considered, unless accompanied by scanned copies of the PAN or GSTIN, & the original certificates are to be produced before the tender opening authority as & when required for verification.

B) Bidders from outside the state can participate in the tender without having GSTIN subject to condition that they should submit undertakings in the form of an affidavit indicating there in that they are not registered under the GSTIN Act as they have not started any business in the state & they have no liability under the Act. But before award of the final contract, such bidders will have to produce the GSTIN.

C) Bidders registered under other State Governments /MES/Railways/CPWD in equivalent rank may participate in the tender, but successful bidder has to register under the state PWD before signing the Agreement.

1.11 All the rates & prices in the tender shall cover all taxes viz Central or State Sales Tax, GSTIN Octroi, any other local taxes, Cess, ferry, tollages charges & royalties & any other charges.
The contractors shall produce necessary receipts in support of payment of royalty & taxes for the materials supplied by them for the work failing which royalty taxes as applicable will be deducted from their bills.

2 The tenderers should please note that the work will have to be completed within **schedule time as per TCN** commencing from the date of issue of work order. Tenderers are required to submit detail programme of work along with the tender which they consider necessary keeping in view of the clause 2 of the P.W.D. Form No.F-2 /P1 without these programmes of work the tender will be considered defective. Authority for acceptance of tenders would rest with the Chief Engineer /Superintending Engineer/ Executive Engineer.

3. Tenderers other than who have made fixed deposits with the Chief Engineer, Rural Works, Odisha are required to pay earnest money at 1% of estimate amount as mentioned in the Call notice at Column 4 either in shape of N.S.C. / Postal time Deposit Pass Book / P.O.S.B. / K.V.P. / T.D.R. / F.D.R. of any Nationalized Bank duly pledged to the Executive Engineer otherwise their tender will not be considered.

The earnest money will be refunded to unsuccessful tenderers on application as per the terms and conditions laid down in O.P.W.D. Code and the same will be retained in case of successful tenders and will not Carry any interest..

4 a) The Plan specification for the work can be seen at the office of Executive Engineer, during working hours. The specification and instruction given in the approved plans should be followed strictly during execution of work.

b) All other information's can be obtained on applications to the Executive Engineer

5. To avail the exemption of EMD, the intending Engineering Contractor should get the name of work recorded in the original registration certificate, any time before the tender is opened. Also he should have an application along with the tender paper for such exemption. If the intending Engineering contractor does not submit the original registration License duly recording the name of work for exemption of EMD or the photocopy of the same duly attested by the officer who has recorded the entry in the registration Certificate before opening of the tender, his tender will be treated as invalid even if he has submitted application for such exemption along with tender paper. It is the sole responsibility of the Engineer Contractor to make necessary entry in the Original Registration Certificate any time before the tender is opened.

6. The Chief Engineer (Rural Works) Odisha / Superintending Engineer, R.W. Circle, Berhampur/ E.E, R.W Division-I, Ganjam, Berhampur reserves the right to reject any or all the tenders received without assigning any reason thereof.

**6.1 NEW CLAUSE:-**

**(A)**The rates for earthwork & concrete items wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this."

**(B) Performance Security and defect liability:** In case, any imperfection becomes apparent in the work within **12 months** 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

6.33 Maintaining financial discipline in respect of execution work under Non-Plan Sector- execution of agreement. Special condition as per letter No. 19433 / A/C Expr -02-2014-15 dated 04.08.2015 of the Engineer-in-Chief, Rural Works, Odisha, Bhubaneswar.

7. The tenderer whose tender is selected for acceptance who have not fixed deposit with the Chief Engineer (R.W.), Odisha shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit of 1% of the tendered amount so that the earnest money and initial security deposit will be 2% of the tendered amount as shown in clause 3 above and sign the agreement in the P.W.D. form No.F-2 (Schedule XLV No.61) of the fulfillment of the contract in the office of the Executive Engineer.

The security deposit, together with the earnest money and the amount withheld according to the provisions of F-2 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall be entailed for forfeiture of the earnest money. No tender shall be finally accepted until, the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the Government shall be the foundation of rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officers authorized to enter into the contract on behalf of the Govt. The Department will accept the security deposit in the form of National Savings Certificate/ postal time deposit pass book/POSB/KVP/TDR/FDR of any Nationalized Bank duly pledged to the Executive Engineer, R.W Division-I, Berhampur, and in no other from. In case of the tenderers who have made fixed deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

8. The percentage should be quoted in words and figures and the units in words otherwise the tender will be liable for rejection. In case of any discrepancy between words and figures, the words shall prevail and in case of discrepancy between unit rate and total the unit rate shall prevail. The tender shall be written legibly and free from erasures, over writings conversation of figure Corrections where unavoidable should be made by scoring cut initialing dating and rewriting.

9 The contractors will be responsible for payment of all royalties other charges for quarrying materials. All local taxes inclusive of state Sales Tax & income Tax, Ferry and Tollage charges and Octroi Taxes, Cess are to be paid by Contractor.

10. The tender may not, at the discretion of the competent authority be considered unless accompanied by attested copies of GSTIN, PAN non assessment certificate as the case may be and the original certificate produced before the procurement officer, before time of opening of the tender.

11. If the contractor remove any materials or stock so supplied to him from the site of work with a view to disposing off the same dishonestly he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty so imposed shall be recovered from any sum that may than or at any time thereafter become due to the contractor or from the proceeds of sales thereof.

12. The contractor should be fully liable to indemnity the department for payment of any compensation under “Workmen” compensation Act VII to 1923, on account of the workmen being employed by him and the full amount of compensation paid will be recovered from the contractor.

13. Every tenderer must examine the detailed specification of Odisha before submitting his tender. The right is reserved without imparting the contract to make such increase or decrease in the quantities or times of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase or decrease shall in no case invalidate the contract or rates. It shall be definitely understood that the Government do not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission, or addition or deductions and such omission shall in no case invalidate the contract and no extra monitory compensation will be entertained.

14 The contractor has to procure all the materials required for the work during execution including an alignment of machinery. T&P etc. at site, carriage, storing, etc, and tech. department will not be responsible at any time for supply of required materials and machineries.

However selected tenderer may take delivery departmental supply of materials if any available with the department and if needed by the tenderer during execution. The cost such materials if available and supplied by the department will be recovered at the local market rates prevailed at the time of execution or at the issue rate of department prevailing at that time whichever higher. However the department is not binding for supply of materials as required by the tenderer.

15. CEMENT: Cement to be used for works, shall be any of the following with the prior approval of Engineer.

a) Ordinary Portland cement conforming to IS : 269 capable of achieving the required design concrete strength (guidance may be taken from IS.SP : 23 “Hand book on concrete Mixes” for ascertaining the minimum 7 days strength of Cement required to match the design concrete strength).

b) High strength ordinary Portland cement confirming to IS. 8112.

c) Portland Slag Cement Confirming to IS : 445

16. Reinforcement / untensioned steel : For the plain and reinforced Cement (43 Grade) concrete work, the reinforcement/ untensioned steel as the case may be shall consist of the following grades of reinforcing bars, designated by their characteristic strength where characteristic strength fe shall be taken as that specified in governing IS : 1786 specification listed in Table 1000.1 as the minimum value of 0.2 percent proof stress or yield stress.

**TABLE 1000.1**

| Grade Designation | Bars confirming to Governing IS Specifications | Characteristic Strength “fy” Mpa |
|---|---|---|
| Fe 250 | I.S.:432 (Part-1) | 250 |
| Fe 415 | I.S.:1139 HYSD | 415 |
| Fe 500 | I.S.: 1786 HYSD | 500 |

Other grades of bars not confirming to IS 432, IS 1786 shall not be permitted. Bars manufactured in conformity with relevant specification of IS 423 Part-1 and IS 1786 from properly identified heats of continuous cast steel on rolled semis shall be permitted to be used.

17. The contractor must have to arrange by themselves cement such as IDCOL, OCL L&T & SAIL, TISCO; and steel from approved manufactures get it tested in the departmental laboratory and approved by the department before use. No extension of time escalation of price on such account shall be entertained in future. The contractor has to produce the original bills from the manufactures in support of purchase along with each bill.

18. All the required machineries for the work are to be arranged at site by the contractor at his own cost and department is not responsible for supply of any machinery like, Concrete Mixers, Vibrators, Road Rollers, Sheep foot rollers etc.

19. All reinforced cement concrete work should confirm to Odisha Detailed Standard Specification & should be of M. 150 and M. 200 equivalent to nominal proportion (1:2:4) (1:$^1/_2$:3) having minimum compressive strength in work test of 150Kg. $Cm^2$/ 200Kg.Cm.Sq. in 15 Cm. Cubes at 28 days after mixing and tests conducted in accordance with IS-456 & 516 using 12mm to 20mm size hard black broken granite chip (20mm. size not to exceed 25%)

20. Shuttering and centering shall be with seasoned sal wood planks and the inside of which shall be lined with suitable setting and made leak proof and water tight or alternatively steel shuttering and centering may be used.

21. 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 it is agreed that-neither party to the contract nor the agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha.

22. After the work is finished all surplus materials and debries are to be removed by the contractor and preliminary work such as vats, mixing platforms etc. are to be dismantled and all the materials are to be removed from the site. The ground upto 30M (100ft) wide from the building should be cleaned and dressed. NO extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.

23. The contractor shall not interfere with the execution of water supply or Electrical fitting arrangement and any other works entrusted to any other agency by the department at any time during the progress of the work.

24. The 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 in their opinion.

25. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangement for night work whenever necessary at his own cost.

26. Taking out water from the foundation either rainwater or subsoil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of these incidental items of work.

27. All the quantities mentioned in the schedule are combined for ground floor and multi floors, and in case of multistoried building the rates should be the same.

28. Cement concrete in roof slab, beams etc, whenever prescribed by the Engineer-in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixers vibrator, pumps etc, for the purpose.

29. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of works of extra quantity of any items besides estimated amount. A written order must be obtained from the responsible officer of P.W.D. and rates settled for the extra items of works of extra quantity of any item of work according of Clause-II of F-2 contract. The rates of any items not covered in the agreement will be arrived on derivation from the rate of same class of item of work with any difference specification provided in the agreement with addition or subtraction of corresponding cost of materials. In case, no rate can be derived from the agreement the same will be arrived or derived from the schedule of rates at that time of actual execution of that time of work.

30. The tenderer shall have to abide by the C.P.W.D safety code rules introduced by the Government of India Ministry of Works, Housing and supply in their standing orders No.44 to 50 dated 25.11.57 which can be seen in the office of the Executive Engineer on working hours in any days.

31. Tenderers are required to abide by the fair wage clause as introduced by the Government of Odisha. Works Department No.CA VIII R. 18/52-5 dt.26.2.55 and NO.II M 54/61-28842 by dt.2.9.61. IN case of any complain by the labourer working about the nonpayment or less payment of his wages as per minimum wages Act, the Executive Engineer will have the right to investigate and if contractor is found to be in default he may recover such amount from the dues of the contractor and the due amount to such labour directly under intimation to the local labour officer and the Government and the decision of the Executive Engineer will be final and binding on the contractor.

32. The contractor will be responsible for the loss or damage if any departmental materials equipments supplied to him under clause 13/30 during execution of the work due to reason what-so over and the cost of such materials will be recovered from him at the prevailing stock issue rate plus storage charges of market rates whichever is higher.

33. The contractor should arrange at his own cost necessary tools and plants, machineries concrete mixer and vibrator and other machineries such as pumps etc, required for the efficient execution of the works and the percentage quoted should be inclusive of the running charges of such plant and cost of consumables.

34 The contactor will have to submit the monthly return of Labour Highly Skilled, skilled , Semi-Skilled and unskilled by him on the work.

35. The tenderers are required to go through each clause of P.W.D. Form NO.F-2 carefully in addition to clause mentioned herewith before tendering.

36. NO part of the contract shall be sub-let without written permission of the Executive Engineer or transfer made by power of attorney authorizing others to receive payment on contractor’s behalf.

37. If further necessary information is required, the Executive Engineer will furnish such. But it must be clearly understood that the tenders must be received in order and according to instructions.

38. Cement weight of one cubic meter of cement being taken as 14-42 quintals.

39. In the event of any delay due to Department in the supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any such circumstances for which a no claim undertaking has to be furnished by the contractor in the prescribed proforma along with the application for extension of time submitted by him.

40. No contractor will be permitted to furnish their tenders in own manuscript papers.

41. Every tender is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability, of materials, medical aids, labour and food stuffs etc, and the rates should be inclusive of all those items of works. In every case the materials must accompany with the relevant specification and samples of stones

metals chips etc, and order materials to be used are to be deposited in sealed bags duly labeled noting the name of quarry under dated initials by the tenderer for approval of the Executive Engineer.

42 Government will not however after acceptance of contract rate pay any extra charge for lead or any other reasons in case the contractor is found later on to have misjudged the materials available.

43. All fittings for doors and windows if supplied by the contractor should be of best quality and should be got approved by the Executive Engineer, before they are used on work.

44. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.

45 The contractor shall have to furnish a certificate in the prescribed proforma along with the tender the effect that he is not related to any officer of P.W.D. of the ranks of Assistant Engineer and above and any officer of the rank of Assistant Secretary and above of the Works Department / R.D. Deptt.

46. I/We hereby certify that I/We am/are not related to any officer to P.W.D of the rank of Assistant Engineer and above and any officer of the rank of Assistant Secretary and above of the Works Department. I/We am/are also aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of E.M.D. and total security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation..

I/We also note that non submission of this certificate with tender my/our tender is liable for rejection.

47. All the tenders received will remain valid for a period of ninety days from the date of receipt of tenders. The period of validity can also be extended if agreed to by the Department and the contractor.

48 After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing Building if found necessary and bear the entire cost of such test.

49. Tenderers are required to submit (a) a list of works in their hand in the prescribed proforma herewith (b) List T&P (c) List of works executed along with the tender.

a) I/We do hereby certify that at present the following works are in my/ our hand

| Sl. No | Particulars of works now in hand | Amount of each Works | Period in which the work is stipulated to be completed (in month) | Approximate value of work done against each work on the date of submission. | Department under which the work is being taken on tenders |
|---|---|---|---|---|---|
| | | | | | |

Contractor Executive Engineer

I/We also note that non submission of this certificate will render my/our tender liable for rejection.

b) I/We do hereby certify that the following tools and plants machineries and vehicles are in my/our possession in working order.

i)

ii)

iii)

iv)

v)

vi)

vii)

viii)

I/We also note that non-submission of this certificate will render my/our tender liable for rejection.

c) I/We do hereby certify the following works have been executed by me/us in the past.

| Sl. No | Particulars of works already executed | Approximate amount of each work | Name of Deptt. under which the work is being done | Period of commencement and period of completion | Whether the works were completed in stipulated period |
|---|---|---|---|---|---|

Contractor Executive Engineer

1.

2.

3.

4.

5.

6.

7.

I/We also note that non-submission of this certificate will render my/our tender liable for rejection.

50. DELETED

51. All reinforced cement concrete works lintels, column beam, chajja, Roof slab and other such works should be finished smooth and no extra charges for plastering if required be paid by the department.

52. DELETED

53. The contractor shall employ one or more Engineering Graduates or Diploma Engineers as apprentices at his own cost for works costing Rs.2.5 Lakhs or more. The apprentices will be selected by the Chief Engineer, R&B Odisha. The stipend to be paid to the apprentices should not be less than 2000 and Rs.1600 per month in case of Graduate Engineer, Diploma holders respectively. The period of employment will commence within one month from the date of issue of work order and would last till the date when 90% of work is completed. The number of apprentices employed should be fixed by Chief Engineer in a manner so that the total expenditure does not exceed 1% of the Tendered cost of the work (under Works & Transport Department NO.67811 dtd.12.8.67) (The stipend rate will effect as per Works Department notifications changed from time to time)

54. The tender shall bear cost of various incidental sundries and contingencies necessitated by the work failing of within the following or similar category.

a) Rent royalties other charges of materials octroi duties all other taxes including sales tax, ferry/tools conveyance charges and other cost on account of land and building including temporary building required by the tenderer for collection of materials storage housing of staff or other by the tenderer for purpose of the work. No rent will however be payable to Government for temporary occupation of land or owned by Government at the site of the work.

b) Labourers camp or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction or local health authorities.

c) Suitable water supply including pipe water supply whenever available for the staff and the labour as well as for the work.

d) Fees and dues levied by the Municipal Canal or water supply authorities.

e) Suitable equipments and wearing apparatus for labour engaged in risky operations

f) Suitable facing barriers signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.

g) Compensation including cost of suit for injury to persons or property due to neglect of any major precautions and also sums which may become payable due to operation of workmen compensation etc.

h) The contractor has to arrange adequate lighting arrangements for night work wherever necessary at his own cost.

i) The contractor has to arrange all the building materials including equipments required for undertaking under required piles foundation for starting the work.

55 2% (Two percent of gross amount of the bill be deducted towards income tax from the contractor's bills)

56. Where it will be found necessary by the department the Officer-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Order regarding the work whenever necessary are to be entered in this book by the Officer-in-charge of R.D. with their dated signatures and duly noted by the contractor or his authorized agent, with their dated signatures. Ordered entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the properly of the Department and shall not be removed from the site of work without written permission of the Executive Engineer and to be submitted to the Engineer-in-charge every month.

57. The contractor shall make requisition of claim book from the date of commencement of the work from the department and shall maintain to proper P.W.D. from with pages serially numbered in order to record items of work which are not covered by this contract and are claimable as extras. Claims shall be entered regularly in this book under the dated signatures of the contractor or his duly authorized agent at the end of each month. A certificate should also be furnished along with these claims to the effect that beyond this claim entered in the book, the other claims up-to-date. If any months there are no claims to record, certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should give as for as possible the quantities and as well as total amount claimed the claim book must be submitted by the contractor regularly by 30$^{th}$/ 16$^{th}$ days of each month for orders of the Engineer-in-charge or competent authority. Claims not made in this manner or the claims books not maintained from commencement of the work are liable to be summarily REJECTED. The claim book is property of the P.W.D. and shall be finally surrendered by the contractor to the Executive Engineer (i.e. Engineer-in-charge) after completion of the work before decision of the contract by the department whichever is earlier for record.

58. Over and above to these conditions the terms and conditions and rules & regulations as laid down or Odisha Detailed Standard Specifications and Odisha P.W.D. code are also binding.

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

60. DELETED

61. The date of issue of the work order and signing the agreement shall be treated as the date of commencement of work.

62. DELETED

63 The tenderers are required to pay royalties of all materials as per the rate prescribed by State Govt. from time to time. They are also required to produce receipt duly obtained from the authorities concerned at the time of each payment in proof of such payment of royalties to the Govt. as per the actual quantities of materials used in a particular work. In case the contractor fails to produce such receipts, the cost of royalties of all such materials will be recovered from the contract bills at the rates prevailing and prescribed by the Govt. and the same will be remitted to Govt. on behalf of the contractor and in such case of recovery, no claims whatsoever will be entertained.

64. Numbers of tests as specified in IRC/ MOST/ I.S.I./ Specification required for the construction of roads/ Bridges. Building or any structural works will be conducted in any Govt. Rest House/ Depttal. Laboratories / reputed materials testing laboratory as to be decided by the Engineer- in-charge. Testing charges including expenditure for collection/ Transportation of samples / specimen etc., will be born by the contractor. The collection of samples and testing are to be conducted both prior to execution and execution as may be directed by the Engineer-in-charge and on both the connected the cost shall be borne by the contractor.

**Amendment of F-2 and Lump sum Contractor forms**

65. Deleted.
66. Deleted.
67. Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the state of Odisha. Like “A” class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to 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 State Govt. of Odisha. The Chief Engineer 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 names of such engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender as to, who would be supervising the work.

Each bill of the special “A” class contractor shall be accompanied by an Employment Role of the Engineering personal together with certificate of the Graduate Engineer of Diploma Holder so employed by the contractor to the effect that the work executed as per the bill which has been supervised by him.

(vide works Deptt. No. codes M22/91-15384, dated. 9.7.1991)

68. The contractor shall abide by the fair wages clause of the contract together with latest revised labour rates and such other statutory increases by Government from time to time for which no claim or compensation what –so ever shall be entertained.

69. The contractor will not claim anything in any shape what-so-ever from the Government, if the work is curtailed or stopped at any state either for want of funds or due to any other reasons.

70. The tenderers should write their full address in which they can be made corresponded on the envelope and arrange for receipt of the letters from the department, if temporally absent from the said the address. This office will not be responsible if letters sent to them returns undelivered due to their absence.

71. If the tenderer backs out from the office before acceptance of the tender by the competent authority penal implication for forfeiture of E.M.D. will be levied and the tenderer is to be abide for the same.

72. The tenderer should not write anything on the unnumbered/blank pages of this schedule. Writing anything in such pages shall make the tender liable for rejection. The contractor has to produce the original bills from the aforesaid manufactures in support.

73. An affidavit is to be furnished by the contractor at the time of submitting of tender about the authentication of tender documents including Bank Guarantee.

74. Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than10% then he has to deposit the differential cost between 90% of the estimated cost and the bid amount i.e.(90% of estimated cost (-) bid amount) towards additional performance security in shape of Post Office Saving Bank Account/ National Saving Certificate/Postal Time deposit Account/KIssan Vikash Patra/ Deposit Receipt of scheduled Bank as per the provision laid down vide works Deptt. Letter NO.1220/W dt.19.1.2004

(Total Seventy four items only)

**SPECIAL CONDITION**

1 Machinery like concrete mixture, vibrator & Road roller etc, may be supplied subject to availability and on receipt of the application from the agency or contractor. In such case the agency is to submit proper receipt only after which machinery will be supplied.

2. Department T & P/ Machineries should be returned as soon as instructed by Asst. Engineer concerned.

3. No extra item/ quantity should be executed by the agency. IN unavoidable circumstances, written permission of Executive Engineer should be taken before taking up such items.

4. Incase, any imperfection (any part of work) not completed in accordance with the contract) becomes apparent in the work within 3 (Three) 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 the made good by other workman and deduct the expenses from the security deposit and the contractor shall liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

**CONDITIONS AND AGREEMENT FOR**
**HIRING THE DEPARTMENTAL MACHINERY**

This agreement made the …….of two thousand

……..

Between…….

(here in after referred to as the hirer which expression shall unless excluded by or repugnant to the context include his hires executers administrators and assigns) of the one part and the Government of Odisha……..here in after referred to as the Governor which expression shall unless excluded by or repugnant to context include his successors (in office and assigns) of the other part.

Whereas the hirer is desirous of hiring the tools and plants of the P.W.D. Department of the ……..Government and more particularly

Specified in the schedule here under between here-in-after referred to as tools and the plant.

And where as Government has agreed to let in hire the tools and plant to the hirer on the terms and conditional here-in-after mentioned.

Now it is hereby agreed by and between the parties here to as follows:

1. In consideration of the agreement that hire charges be recovered from their bills for work executed on which this machinery will be used or any other dues outstanding in the names of the contractor in the book of the department or any other Government department, the Government agrees to be computed from the date of delivery of the tools and plants to the hirer at the P.W.D. work shop at…….

2. The rate of hire charges will be as mentioned in the schedules attached.

3. The hire shall not transfer assign subject or any way part with the tools and plant or any part thereof without the previous written approval of the Engineer-in-charge.

4. On the expiry of the period of hire the hirer shall return the tools and the plant to Rural Development Department workshop/ store year at……. ……... the same good condition in which they were received by him.

5. In the event of the tools & plant not being returned on the expiry of the mentioned period the hirer shall without prejudice and any other liability pay to the Government an amount 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 the Govt.

7. The hirer shall not operate the tools and plants so hired for more than one shift two shifts of 8 hours each per day without the prior, sanction of the Engineer-in-charge. If the hirer operates the tools & the Plant beyond the aforesaid limit with the prior sanction of the Asst. Engineer he shall pay to the Govt. an additional hire 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 break down repairable at the site within a period 3 days hire charges as specified in the schedule will be levied except in case of major repair.

9 Normally the tools & plant will be supplied with operating staff.

10. The hirer shall be responsible for any claims for compensation for loss of life injury of damage to property etc. arising due to any case what-so-ever during the period the machinery is in his charges.

11 All Municipal or other dues and taxes payable on account to the use of the operation of the tools & plant for the period of hire shall be paid by the hirer.

12 The hirer shall make good to any loss or damages arising out of clause other than fair were and tear to the tools & the plant during the period of hire. The cost recoverable from the hirer shall be full replacement value as determined by the Engineer-in-charge. In the event of any loss or damage not being made good by the hirer to 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 there of from the hirer. The hirer shall pay to the said Engineer-in-charge on demand such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.

13 On the break of any terms or condition of this agreement by the hirer the Engineer-in charge shall be entitled to demand the return of the tools & the plant, and the hirer shall return the tools and plants within twelve hours from the date of receipt of such order in writing. In case of failure on the part of hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost of replacement value of the tools and plant.

14 In the case of any dispute between the hirer and the Govt. the decision of the Superintending Engineer/Chief 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 or any ought in fairness to be made the amount of the hire by reason of breakdown of the machinery shut down of the work due to reasons beyond the control of the hirer though no fault of the hirer also to due increases in quantities of the work beyond included in the contractor or due to any other matter or thing arising under or out of this contract except to the matters left to the sold decision or requisition of the Engineer-in-charge under the clause in the contract then such questions dispute difference should be referred to the arbitration and decision of an arbitrator to be shown by both the parties to the contract. The award of such arbitration shall be equivalent to final decision of the matter.

16. This agreement shall be operated by the Engineer-in-charge on behalf of the Govt. and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

## CONDITIONS FOR ISSUE OF PLANT AND MACHINERY TO CONTRACTORS ON HIRE

1 Tools and plant will be issued to the contractor only if it is desirable in the interest of Government work and if these can be spared without inconvenience to the department. The sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim what-so-ever will be entertained for any delay in supply of the department.

2 An agreement shall be entertained 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 on account of hire of machinery etc. is recovered in full. Full amount of hire charges due from the contractor at any time shall be recovered from his next subsequent bill.

3 All transit and incidental charges in connection with the dispatch of tools and plant and machinery from work shop/ shed/ depot and return there to will be borne by the contractor.

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

5. The hire charges are for 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 the plant to the operating conditions before the actual start of work.

6 The machine will work in shifts of 8 hours each. Extra charges towards overtime wages. If any of the operating and maintenance staff will be livable. These charges will be fixed by Engineer in charge from time to time. If no case the tools & plants shall be operated beyond 8 hours, in an shift without prior written permission of the Engineer-in-charge.

7 The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water required for washing the plants. In case of concrete mixers, pavers and similar equipment, the contractor shall arrange to get the hopper cleaned and the drums etc, washed at the close of the work each day.

8 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 be returned only when they require major repairers or when, in the opinion of Engineer-in-charge the work of a portion of work for the same was issued is completed.

9 The tools and plant shall while in transit and in the custody of the contractor be at his sole risk and responsibility for damage and /or loss except fair wear and tear. The damage or loss, as assessed by the Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of articles lost the decision of Superintending Engineer shall be final. The contractor shall on or before the supply of the plant and machinery sign an agreement indemnifying the Govt. against loss or damage to the machine. The contractor shall also be responsible for any cause what so ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site.

10 If the articles are not returned within the date originally specified or extended by the Engineer-in-charge in addition to the normal hire charges, surcharge equal to 10% of the hire charges will levied for the period that the machinery is not returned. Such period will be treated as working time and charged as working time.

11. In the event of the non return of machinery, the full value of the article at the current market price will be recovered from the contractors outstanding bills or any bills that may become due to respect or his other work under the State Government. The decision of the Superintending Engineer shall be final in case of dispute.

12. FORMAL AGREEMENT: The contractor shall before taking the possession of the machinery enter in to an agreement with the Engineer-in-charge or his nominee in the form attached.

13 Log books for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the department and will be attested by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be the final and binding on him Hire charges will be calculated according to the entries in the log book and will be binding on the contractor.

## GOVERNMENT OF ORISSA
## DETAILED INVITATION FOR BIDS (DIFB) FOR P.H. WORKS

### APPENDIX TO BILL OF QUANTITY

1 All materials required for the work will have to be supplied by the contractor to execute the finishing items of work at his quoted rates approved by the authority. The Department will supply only the materials, which are available in Departmental store.

2 The materials to be supplied by the contractor should be made available for inspection and then the quality should be approved by the Engineer in charge before their use in the work.

3 The available materials may be issued from the Concerned RW (PH) Section Offices on the written requisition and acknowledgement of the contractor. In such case the contractor has to transport the materials at his own risk and cost to work site.

4 List of approved make of materials

a HCI pipes and fittings: - Conforming to I.S Specification No.1729-1971 or latest edition

b Brass fittings: - Conforming to I.S Specification No.781-1984 or latest edition

c G.I pipes and fittings: - Conforming to I.S Specification No.1239-1990 or latest edition

d S.W pipes: - Conforming to I.S Specification No.651-1992 or latest edition

e PVC pipes conforming to ASTM- D- 1785/89

f U-PVC SWR soil waste ventilating pipes and fittings conforming to ISI No. 13592/1992

g Rotational moulded polyethylene cylindrical vertical water storage tanks conforming to IS : 12701—1996

5 Materials not covered by any of the above categories will have to be approved by the competent authority before use in works.

6 Specifications: Standard P.H.D, P.W.D and I.S specifications will be followed for execution of the works.

7 Type designs: Type design and proposed alignment for the work can be seen in the office of the undersigned during office hours and days.

8 Rates and amount: Rates quoted should be fair, reasonable and workable in relation to prevailing market rate and current schedule of rates. Bidders quoting unworkable rates against one or more items will be liable for rejection summarily. The contractors may be asked to furnish the analysis in respect of such items and in case it is judged that deliberate unworkable rates have been given against any item the bid will be rejected with forfeiture of accompanying Earnest Money Deposit. Bidders quoting abnormal high rates will also be liable for rejection. The decision of the undersigned will be binding on the contractor.

**N.B.**

a The detailed invitation for bid which is displayed in the office notice board will form a part of the agreement which may please be noted and the copy of the same may be seen in office of the undersigned during working hours and days. The bids should be properly sealed. No conditional bids will be entertained.

b The bids may not at the discretion of the competent authority be considered unless accompanied with true copies of ITRC (pan card) and GSTIN and the original certificates produced before the Executive Engineer, Rural Works (P.H.) Division, Bhubaneswar at the time of opening of tender.

c Authority is reserved to allot the work in batches among different contractors if necessary for speedy execution of the work.

d Details of materials including sanitary fittings with their make available with contractor at present should be attached with their bid.

e Fair wages clause as in operation under the Works Department of Government of Orissa will be binding on the contractor.

f The cut pieces of GI and HCI pipes below 0.45m length without threads and socket respectively will not be accepted.

g The quantities of items mentioned in the tender schedule may increase or decrease during execution of works but the contractor will complete the work as per his tendered rates.

h For execution of any work if a contractor quotes abnormally low rates for certain items the authority reserves the discretion to withheld the differential cost between abnormally low rated items and estimated cost from his running bills for other items of work till such low rates of items of work are completed.

I It is the full responsibility of the contractor to lift materials from concerned R.W.(P.H) Section Offices to the work site.

j No claim towards payment of contractor will be entertained by the Department in case of delay in completion of work due to delay in non-completion of civil work. Extension of time may be allowed as permissible under rules.

k There should be no clause either in the tender or in the agreement for payment for any additional amount on account of Value Added Tax on completed works which will be deemed to be recovered by existing stipulation that all taxes, levy etc shall be to the contractors account as per the Works Department letter No.IIT.22/89-18170 Dt.18.07.1989.

l The amount of the items as in the tender schedule which are 25% less than the estimated rates to be withheld till the completion of the work.

m Provided that in cases of bids relating to externally aided projects and other works of special nature where the State Government are required to prescribe conditions of deposit of EMD and ISD the relaxation prescribed in first para of Rule-13 will not be entitled for exemption and they will have to deposit necessary EMD and ISD as per the condition prescribed in the respective tender both L.O.L and I.C.R as per Government of Orissa Works Department letter No 18570 Codes M-7/91.

n It is the responsibility of the contractors for watch and ward to the PH installations until testing and hand over for which no extra payment towards watching to be paid.

| Sl. No | Description | | | USAGE RATE IN Rs. | |
|---|---|---|---|---|---|
| | **Machine** | **Activity** | **Output** | **Unit** | **Rate** |
| 1 | Dozer D-50-A 15 | Spreading | 200cum/hour | Per hour | 1592.17 |
| | | Cutting | 100cum/Hour | Per hour | |
| | | Cleaning | 150cum/hour | Per hour | |
| 2 | Dozer D-80-A 15 | Spreading | 300cum/hour | Per hour | 2190.43 |
| | | Cutting | 150cum/Hour | Per hour | |
| | | Cleaning | 250cum/hour | Per hour | |
| 3 | Motor Grader 3.35meter blade | Cleaning | 200cum/hour | Per hour | 1343.48 |
| | | Spreading | 200cum/Hour | Per hour | |
| | | GSB | 50cum/hour | Per hour | |
| | | WMM | 50cum/hour | Per hour | |
| 4 | Tractor with ordinary grader | | | Per hour | 251.30 |
| 5 | Hydraulic Excavator of 1 cum bucket | Soil ordinary | 60cum/hour | Per hour | 730.43 |
| | | Soil Marshy | 60cum/Hour | Per hour | |
| | | Soil unsuitable | 60cum/hour | Per hour | |
| 6 | Hydraulic Excavator of 2 cum bucket | Soil | | Per hour | 1624.35 |
| 7 | Front End loader 1 cum bucket capacity | Soil loading | 60 cum/hour | Per hour | 452.17 |
| | | Aggregate loading | 25cum/hour | Per hour | |
| 8 | Tipper – 5 cum | Transportation of soil, GSB, WMM, Hot mix etc. | 5.5 cum | Per Km | 20.87 |
| | | | | Per ton Km | 2.17 |
| | | | | Per hour | 506.09 |
| 9 | Vibratory Roller 8=10 ton | Earth/soil | 100cum/hour | Per hour | 864.35 |
| | | GSB | 60cum/hour | Per hour | |
| | | WMM | 60cum/hour | Per hour | |
| 10 | Smooth wheeled Roller 8 – 10 Ton | Soil compaction | 70cum/hour | Per hour | 294.78 |
| | | BM compaction | 25cum.hour | Per hour | |
| 11 | Sheep foot Roller | Soil compaction | | Per hour | 56.52 |
| 12 | Truck mounted water tanker | Water transport | 6KL | Per hour | 506.09 |
| 13 | Tractor | Pulling | 50HP | Per hour | 200.87 |
| 14 | Rotavator | Mixing | 25cum/hour | Per hour | 9.57 |
| 15 | Ripper | Scarifying | 60cum/hour | Per hour | 15.65 |
| 16 | Air compressor | General purpose | 170/250 cfm | Per hour | 179.13 |
| 17 | Diesel Compressor | | 400 cfm | Per hour | 744.35 |
| 18 | Diesel Compressor | | 300cfm | Per hour | 618.26 |
| 19 | Electrical Compressor | | 500 cfm | Per hour | 432.17 |
| 20 | Wet Mix Plant 60 TPH | Wet mix | 25cum/hour | Per hour | 675.65 |
| 21 | Wet Mix Plant 75 TPH | Wet mix | 34cum/hour | Per hour | 900.87 |
| 22 | Mechanical broom hydraulic | Surface cleaning | 1250sqm/hour | Per hour | 200.00 |
| 23 | Bitumen pressure distributor | Applying bitumen teak coat | 1750sqm/hour | Per hour | 601.74 |
| 24 | Emulsion pressure distributor | Apply emulsion teak coat | 1750Sqm/hour | Per hour | 448.70 |
| 25 | Hot mix plant -120 TPH | DBM/BM/SDC/Premix | 40cum/hour | Per hour | 13130.43 |
| 26 | Hot mix plant -100 TPH | DBM/BM/SDC/Premix | 30cum/hour | Per hour | 9710.43 |
| 27 | Hot mix plant -60 TPH | DBM/BM/SDC/Premix | 25cum/hour | Per hour | 7765.22 |
| 28 | Hot mix plant -40 to 60 TPH | DBM/BM/SDC/Premix | 17cum/hour | Per hour | 6217.39 |
| 29 | Hot mix plant -8 to 10 TPH | Premix | cum/hour | Per hour | 891.30 |
| 30 | Paver Finisher Hydrostatic with sensor control 100TPH | Paving of DBM/BM/ SDC/Premix | 40cum/hour | Per hour | 1500.00 |
| 31 | Paver Finisher Mechanical 100 TPH | Paving of WMM/PMC | 40cum/hour | Per hour | 642.61 |
| | | Paving of DLC | 30cum/hour | | |
| 32 | Power Finisher Mechanical | Paving of DLC | 75cum/hour | Per hour | 1605.22 |
| 33 | Hydraulic Chips Spreader | Surface Dressing | 1500Sqm/hour | Per hour | 1478.26 |
| 34 | Tandem Road Roller | Rolling of Asphalt surface | 30cum/hour | Per hour | 641.74 |
| 35 | Pneumatic Road Roller | Rolling of Asphalt surface | 25cum/hour | Per hour | 697.39 |

| | | | | | |
|---|---|---|---|---|---|
| 36 | Pot hole repair machine | Repair to pot holes | 4cum/hour | Per hour | 508.70 |
| Sl. | Description | | | USAGE RATE IN Rs. | |
| No | Machine | Activity | Output | Unit | Rate |
| 37 | Bitumen boiler oil fired | Bitumen spraying | 1500 Liter | Per hour | 111.30 |
| 38 | Tar boiler | Bitumen spraying | | Per hour | 64.35 |
| 39 | GSB Plant 50 cum | Producing GSB | 40cum/hour | Per hour | 582.61 |
| 40 | Mastic Cooker | Mastic Wearing coat | 1 ton | Per hour | 1379.13 |
| 41 | Batching and Mixing plant 15- 20 cum | Concrete Mixing | 13cum/hour | Per hour | 1043.48 |
| 42 | Batching and Mixing plant 30cum | Concrete Mixing | 20cum/hour | Per hour | 1252.17 |
| 43 | Batching and Mixing plant 112.5cum | Concrete Mixing | 75cum/hour | Per hour | 2400.00 |
| 44 | Batching and Mixing plan 262.5cum | Concrete Mixing | 175cum/hour | Per hour | 4486.96 |
| 45 | Transit Mixer | Transportation of concrete mix to site | 4.5cum/hour | Per hour | 521.74 |
| | | | 3cum/hour | Per hour | 478.26 |
| 46 | Grout pump | | | Per hour | 56.52 |
| 47 | Concrete pump of 45 & 30 cum | Pumping concrete | 33cum/hour<br>22cum/hour | Per hour<br>Per hour | 143.48 |
| 48 | Pump with 5HP diesel engine | Pumping of water | | Per hour | 51.30 |
| 49 | Pump with 10HP diesel engine | Pumping of water | | Per hour | 93.91 |
| 50 | Pump with 20HP diesel engine | Pumping of water | | Per hour | 144.35 |
| 51 | Pump with 40HP diesel engine | Pumping of water | | Per hour | 241.74 |
| 52 | Pump with 40HP diesel engine | | | Per hour | 129.57 |
| 53 | Pump with 50HP diesel engine | | | Per hour | 158.26 |
| 54 | Cranes 80 tons | Lifting purpose | | Per hour | 717.39 |
| 55 | Cranes 35 tons | Lifting purpose | | Per hour | 478.26 |
| 56 | Cranes 3 tons | Lifting purpose | | Per hour | 200.00 |
| 57 | Crawler mounted crane (181) | Lifting purpose | | Per hour | 1493.04 |
| 58 | Tower Crane | Lifting purpose | | Per hour | 479.13 |
| 59 | Welding transformer | Welding | | Per hour | 70.43 |
| 60 | Gunnecting machine without compressor | | | Per hour | 79.13 |
| 61 | Mechanical Winch (10T) | | | Per hour | 194.78 |
| 62 | Power Winch (40HP) | | | Per hour | 191.30 |
| 63 | Concrete Bucket | For pouring concrete | | Per hour | 8.70 |
| 64 | Kerb casting machine | Kerb making | | Per hour | 173.91 |
| 65 | Concrete Mixer a)04/0.28 cum | Concrete Mixing | 2.5cum/hour | Per hour | 153.91 |
| | b)01 cum | | 7.5 cum/hour | Per hour | |
| 66 | Vibrator (3HP diesel) | Compacting concrete | | Per hour | 92.17 |
| 67 | Pilling Rig with Bantonite Pump | 0.75m dia to 1.2m dia Boring Attachment | 2 to 3RM/hour | Per hour | 3065.22 |
| 68 | Concrete Paver finisher with 40HP Mortar | Paving of concrete surface | 20cum/hour | Per hour | 1608.70 |
| 69 | Integrated stone crusher | Crushing of Spalls | 100TPH | Per hour | 4860.87 |
| | | Crushing of spalls | 200TPH | Per hour | 10226.09 |
| 70 | Stone crusher (electrical) | Crushig of spalls | | Per hour | 160.00 |
| 71 | Crushing & processing plant (electrical) | | | Per hour | 204.35 |
| 72 | Concrete Paver Finisher with 40HP Motor | Paving of concrete surface | 175cum/hour | Per hour | 14076.52 |

| Sl. No | Description | | | USAGE RATE IN Rs. | |
|---|---|---|---|---|---|
| | Machine | Activity | Output | Unit | Rate |
| 73 | Prestressing Jack with Pump & Access | Stressing of Steel wires/stands | | Per hour | 72.17 |
| 74 | Generator 100KVA | Generation of Electric Energy | 100KVA | Per hour | 391.30 |
| 75 | Generator 250KVA | Generation of Electric Energy | 100KVA | Per hour | 978.26 |
| 76 | Generator 33KVA | Generation of Electric Energy | 100KVA | Per hour | 208.70 |
| 77 | Generator 40KVA | Generation of Electric Energy | 50KVA | Per hour | 369.57 |
| 78 | Generator 125KVA | Generation of Electric Energy | KVA | Per hour | 786.96 |
| 79 | Pneumatic sinking plant | Pneumatic sinking of wells | 1.5 to 2.0 Cum/hour | Per hour | 2339.13 |
| 80 | Truck 5.5 cum per 10 tonnes | Material Transport | 4.5cum | Per Km | 17.39 |
| | | | | Per tonne Km | 1.74 |
| | | | | Per hour | 484.35 |
| 81 | Road Marking machine | Road marking | 100Sqm.hour | Per hour | 52.17 |
| 82 | Mobile Slurry Seal Equipment | Mixing and laying slurry seal | 2700 sqm/hour | Per hour | 565.22 |
| 83 | Wagon Drill | | | Per hour | 111.30 |
| 84 | Diamond Drill | | | Per hour | 293.91 |
| 85 | Indwell Rings | | | Per hour | 62.61 |
| 86 | Jack hammer | | | Per hour | 7.83 |
| 87 | Pneumatic rammer | | | Per hour | 11.30 |
| 88 | Pusher leg | | | Per hour | 4.35 |

**SPECIAL CLAUSE**

a) All stock and store materials like cement, steel, Maxphalt paints etc, are tobe arranged and supplied by the contractor himself as per I.S. specification subjected to approval quality by the Engineer-in-charge.

b) No monetary claim or compensation of any kind what so ever will be entertained by the Department nor this can be termed as a plea by the Contractor to apply for extension of time to complete the work ( This has been given effect form-1-4-96)

The machineries as and when required for execution of work should normally be arranged and supplied by the contractor himself. However machineries may be considered for supply by the Department on pre-requisition of the contractor in writing not less than one month before the date of engagement subject to availability of machineries in good condition in the department. at the discretion of the Divisional officer and at the hire charges fixed by the department from time to time.

c) No cement will be supplied by the department and the contractor has to procure cement of approved quality as specified in the agreement at his own arrangement and produce the cash vouchers in support thereof in token of actual transaction without scope for reimbursement of extra cost involved if any.

d) Payment will be made on receipt of bills in complete shape by the authority subject to availability of funds (Authorization) under respective head of account. The department is not liable for payment of any compensation for delay in payment of running /final bill. Nonpayment of bills due to contingency if any, during the course of execution of works shall not be treated as a bar for suspending the work.

e) The work is to be completed within the time limit prescribed in the Call Notice. The agreement will stands cancelled on the last day of the financial year. No extension of time to this effect will be granted beyond last date of the financial year.

f) The tenderer should furnish required documents separately for each work failing which their tender will not be considered.

g) The work under PH and EI relating to building are to be executed as per approved specification and direction of the Engineer in charge.

h) An affidavit that the Electrical work is to be executed only through a license Electrical Contractor as per rules.

**i)** Maintaining financial discipline in respect of execution of work under Non-Plan Sector – execution of agreement. Special condition as per letter No.19433/ A/C-Expr-02-2014-15 dated 04.08.2015 of the Engineer-in-Chief, Rural Works, Odisha, Bhubaneswar. Work should be completed within the stipulated date.

j) Exemption of EMD.

(i) To avail the exemption of EMD, the intending Engineering Contractor should have an affidavit along with the tender paper for such exemption during 2025-26.

k) Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event only the successful bidder who has quoted less bid price/ rate than the estimated cost put to tender shall have to furnish the amount as follows.

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 the 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% of 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 concern 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 analysis 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 analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

The Additional Performance Security in shape of Term Deposit Receipt pledged in favour of Superintending Engineer, Rural Works Division-I, Ganjam, Berhampur Bank Guarantee in favour of the Divisional Officer from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by E-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

In shape of Term Deposit Receipt pledged in favour of Executive Engineer, Rural Works Division-I, Ganjam, Berhampur Bank Guarantee in favour of the Divisional Officer from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by E-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

The hire and running charges of PRR will be recovered as fixed by the Govt. from time to time.

**DEDUCTION OF GSTIN**

GST will be deducted/ added as per applicable law time to time.

**UNDERTAKING**

I hereby undertake not to claim any compensation if the quantity of works is curtailed for want of allotment or any other reason what-so-ever if such curtailment be necessary in course of execution.

APPROVED

Executive Engineer
Rural Works Division-I,
Ganjam, Berhampur

Signature Not Verified
Digitally signed by RASMITA KUMARI SAHU
Date: 2026.05.19 16:48:57 IST
Location: Odisha-OD

Contractor

Executive Engineer