

BID IDENTIFICATION NO.: S.E (R&B) -01/2026-27/JYP(K)



GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE WORK

**"S/R such as repairing and colouring work of Academic Block, Administrative Block and Cafeteria Buildings of Govt. Polytechnic at Randapalli, Jeypore in the District of Koraput for the year 2025-26"**

**Approximate Estimated Cost Put to Tender: Rs.43.8 lakhs (Excl. GST).**

OFFICE OF THE SUPERINTENDING ENGINEER  
JEYPORE (R&B) DIVISION, JEYPORE

**GOVERNMENT OF ODISHA**  
**OFFICE OF THE SUPERINTENDING ENGINEER, JEYPORE (R&B) DIVISION**  
**e-Procurement Notice**

**1<sup>st</sup> Corrigendum of Bid Identification No. S.E (R&B)- 01 /2026-27/JYP(K)**

**No. 2946**

**Date. 27.04.26**

The Bid for the following works invited vide Bid Identification No. S.E (R&B)-01/2026-27 Dtd. 18.04.2026 will be available in the website from **11.00 Hrs of 04.05.2026** to **05:00 P.M of 13.05.2026** and opened on **10:00 AM of 14.05.2026**.

Sl No	Name of the Work	Appro. value of work (in lakhs)	Period of Completion	Class of Contractor	Bid Security (in Rs)	Cost of bid document (in Rs.)
1	2	3	4	5	6	7
4	S/R such as repairing and colouring work of Academic Block, Administrative Block and Cafeteria Buildings of Govt. Polytechnic at Randapalli, Jeypore in the District of Koraput for the year 2025-26.	43.21	3 (Three) Calendar month	"C" & "B" Class	43,300/- (Online)	6,000/- (Online)
5	Repair and Renovation to Compound wall in A, C and D at HRRS, Jeypore.	27.82	3 (Three) Calendar month	"C" & "B" Class	27,900/- (Online)	6,000/- (Online)

All the other terms and condition remain unchanged.

Sd/-  
**Superintending Engineer**  
**Jeypore (R&B) Division**

**Memo No. 2947**

**Date. 27.04.26**

- Copy forwarded to the Head, State Portal Group, I.T. Centre, Department of Information Technology, State Secretariat, Odisha, Bhubaneswar for information and necessary action.
- Copy forwarded to the Manager (Publications) I & PR Department, Odisha Bhubaneswar with a request to get it published in two no. of leading Oriya Dailies and one no. of local English News Paper at an early date for wide circulation of the tender call notice. Complimentary copy of the newspapers containing the tender call notice may be sent to this office for reference and record.
- Copy submitted to the Director, Printing stationery and Publication, Government of Odisha, Madhupatna, Cuttack-10 for information and necessary action. He is requested to arrange for publication in the next issue of Odisha Gazette.
- Copy submitted to the Engineer-In-Chief-Cum-Secretary to Govt. of Odisha Works Department, Bhubaneswar / Engineer-In-Chief (Civil) Odisha, Bhubaneswar / Chief Engineer (DPI & Roads), Odisha, Bhubaneswar / Chief Engineer, World Bank Project, Odisha, Bhubaneswar/ Chief Engineer (Buildings) Odisha, Bhubaneswar / Superintending Engineer, Jeypore (R&B) Circle, Jeypore / Superintending Engineer, Electrical (R&B) Circle, Bhubaneswar for favour of kind information.
- Copy submitted to the Collector, Koraput / Superintendent of Police, Koraput for kind information and necessary action.
- Copy to Superintending Engineer (R&B) Division, Koraput / Rayagada / Malkangiri / Nabarangpur / Rural Works Division, Koraput / Sunabeda / Rayagada / Executive Engineer, N.H Division, Sunabeda / Superintending Engineer, M.I Division, Jeypore / Executive Officer, Jeypore / Nabarangpur Municipality / P.A, ITDA, Jeypore/ Koraput for information and necessary action.
- Copy to the Superintending Engineer 's Table / All Assistant Engineers and Junior Engineers under this Division / D.A.O / Estimator / Head Clerk / Divisional Cashier/ Steno for information and necessary action. 5 spare copies to Estimating Branch / Division office Notice Board.

Sd/-  
**Superintending Engineer**  
**Jeypore (R&B) Division**

**Contractor**

**Superintending Engineer**

**GOVERNMENT OF ODISHA**  
**OFFICE OF THE SUPERINTENDING ENGINEER, JEYPORE (R&B) DIVISION**  
**e-Procurement Notice**  
**2<sup>nd</sup> Corrigendum of Bid Identification No. S.E (R&B)- 01 /2026-27/JYP(K)**  
**No. 3039 Date. 02.05.26**

The 1 (one) number of work of Bid identification No. S.E(R&B) -01/2026-27/JYP(K) SI No. 5 is hereby cancelled due to unavoidable circumstances as below: -

SI No	Name of the Work	Approximate value of work (Lakhs)
1	2	3
1	Repair and Renovation to Compound wall in A, C and D at HRRS, Jeypore.	27.82

The class of contractor for Bid Identification No. S.E. (R&B)-01/2026-27/JYP(K) SI No. 4 has been revised. The estimated amount has also been revised due to the change in labour rates, as detailed below: -

SI No	Name of the Work	Class of Contractor	Approximate Estimated Cost put to tender (Excluding GST) (Rs in Crs.) As per TCN	Revised Approximate Estimated Cost put to tender (Excluding GST) (Rs in Lakhs.) As per TCN	Revised Bid Security (Rs. In Rs.)
1	2	3	4	5	6
1	S/R such as repairing and colouring work of Academic Block, Administrative Block and Cafeteria Buildings of Govt. Polytechnic at Randapalli, Jeypore in the District of Koraput for the year 2025-26.	"B" Class	43.21	43.8	43,800/-

Sd/-  
**Superintending Engineer**  
**Jeypore (R&B) Division**

**Memo No. 3040 Date. 02.05.26**

- 8 Copy forwarded to the Head, State Portal Group, I.T. Centre, Department of Information Technology, State Secretariat, Odisha, Bhubaneswar for information and necessary action.
- 9 Copy forwarded to the Manager (Publications) I & PR Department, Odisha Bhubaneswar with a request to get it published in two no. of leading Oriya Dailies and one no. of local English News Paper at an early date for wide circulation of the tender call notice. Complimentary copy of the newspapers containing the tender call notice may be sent to this office for reference and record.
- 10 Copy submitted to the Director, Printing stationery and Publication, Government of Odisha, Madhupatna, Cuttack-10 for information and necessary action. He is requested to arrange for publication in the next issue of Odisha Gazette.
- 11 Copy submitted to the Engineer-In-Chief-Cum-Secretary to Govt. of Odisha Works Department, Bhubaneswar / Engineer-In-Chief (Civil) Odisha, Bhubaneswar / Chief Engineer (DPI & Roads), Odisha, Bhubaneswar / Chief Engineer, World Bank Project, Odisha, Bhubaneswar/ Chief Engineer (Buildings) Odisha, Bhubaneswar / Superintending Engineer, Jeypore (R&B) Circle, Jeypore / Superintending Engineer , Electrical (R&B) Circle, Bhubaneswar for favour of kind information.
- 12 Copy submitted to the Collector, Koraput / Superintendent of Police, Koraput for kind information and necessary action.
- 13 Copy to Superintending Engineer (R&B) Division, Koraput / Rayagada / Malkangiri / Nabarangpur / Rural Works Division, Koraput / Sunabeda / Rayagada / Executive Engineer, N.H Division, Sunabeda / Superintending Engineer , M.I Division, Jeypore / Executive Officer, Jeypore / Nabarangpur Municipality / P.A, ITDA, Jeypore/ Koraput for information and necessary action.
- 14 Copy to the Superintending Engineer 's Table / All Assistant Engineers and Junior Engineers under this Division / D.A.O / Estimator / Head Clerk / Divisional Cashier/ Steno for information and necessary action. 5 spare copies to Estimating Branch / Division office Notice Board.

Sd/-  
**Superintending Engineer**  
**Jeypore (R&B) Division**

**Contractor**

**Superintending Engineer**

**GOVERNMENT OF ODISHA**  
**OFFICE OF THE SUPERINTENDING ENGINEER, JEYPORE (R&B) DIVISION**  
**e-Procurement Notice**

**3<sup>rd</sup> Corrigendum of Bid Identification No. S.E (R&B)- 01 /2026-27/JYP(K)**

**No. 3047**

**Date. 04.05.26**

The Bid for the following works invited vide Bid Identification No. S.E (R&B)-01/2026-27 Dtd. 18.04.2026 will be available in the website from **11.00 Hrs of 15.05.2026** to **05:00 P.M of 24.05.2026** and opened on **10:00 AM of 25.05.2026**.

Sl No	Name of the Work	Appro. value of work (in lakhs)	Period of Completion	Class of Contractor	Bid Security (in Rs)	Cost of bid document (in Rs.)
1	2	3	4	5	6	7
4	S/R such as repairing and colouring work of Academic Block, Administrative Block and Cafeteria Buildings of Govt. Polytechnic at Randapalli, Jeypore in the District of Koraput for the year 2025-26.	43.8	3 (Three) Calendar month	"B" Class	43,800/- (Online)	6,000/- (Online)

Sd/-

**Superintending Engineer  
Jeypore (R&B) Division**

**Memo No. 3048**

**Date. 04.05.26**

- 15 Copy forwarded to the Head, State Portal Group, I.T. Centre, Department of Information Technology, State Secretariat, Odisha, Bhubaneswar for information and necessary action.
- 16 Copy forwarded to the Manager (Publications) I & PR Department, Odisha Bhubaneswar with a request to get it published in two no. of leading Oriya Dailies and one no. of local English News Paper at an early date for wide circulation of the tender call notice. Complimentary copy of the newspapers containing the tender call notice may be sent to this office for reference and record.
- 17 Copy submitted to the Director, Printing stationery and Publication, Government of Odisha, Madhupatna, Cuttack-10 for information and necessary action. He is requested to arrange for publication in the next issue of Odisha Gazette.
- 18 Copy submitted to the Engineer-In-Chief-Cum-Secretary to Govt. of Odisha Works Department, Bhubaneswar / Engineer-In-Chief (Civil) Odisha, Bhubaneswar / Chief Engineer (DPI & Roads), Odisha, Bhubaneswar / Chief Engineer, World Bank Project, Odisha, Bhubaneswar/ Chief Engineer (Buildings) Odisha, Bhubaneswar / Superintending Engineer, Jeypore (R&B) Circle, Jeypore / Superintending Engineer , Electrical (R&B) Circle, Bhubaneswar for favour of kind information.
- 19 Copy submitted to the Collector, Koraput / Superintendent of Police, Koraput for kind information and necessary action.
- 20 Copy to Superintending Engineer (R&B) Division, Koraput / Rayagada / Malkangiri / Nabarangpur / Rural Works Division, Koraput / Sunabeda / Rayagada / Executive Engineer, N.H Division, Sunabeda / Superintending Engineer , M.I Division, Jeypore / Executive Officer, Jeypore / Nabarangapur Municipality / P.A, ITDA, Jeypore/ Koraput for information and necessary action.
- 21 Copy to the Superintending Engineer 's Table / All Assistant Engineers and Junior Engineers under this Division / D.A.O / Estimator / Head Clerk / Divisional Cashier/ Steno for information and necessary action. 5 spare copies to Estimating Branch / Division office Notice Board.

Sd/-

**Superintending Engineer  
Jeypore (R&B) Division**

**Contractor**

**Superintending Engineer**

**GOVERNMENT OF ODISHA**  
**OFFICE OF THE SUPERINTENDING ENGINEER, JEYPORE (R&B) DIVISION, JEYPORE**  
**e-Procurement Notice**  
**Bid Identification No. S.E (R&B)-11/2025-26/JYP(K)**

No. 2823

Date.18.04.2026

1. The **Superintending Engineer, Jeypore (R&B) Division** on behalf of Governor of Odisha invites **Percentage Rate bids in Single cover system online mode** for the construction of works as detailed in the table, from the class of eligible contractors as mentioned in column-5 (five) registered with the State Governments and Contractors of equivalent Grade / Class Registered with Central Government /Authorized Dealer / Railways for execution of Civil / Electrical Works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under state government, Odisha has to register under the state PWD in appropriate class of eligibility before signing of the agreement.
2. The bidders may submit bids for the following works.

Sl No	Name of the Work	Appro. value of work (in lakhs)	Period of Completion	Class of Contractor	Bid Security (in Rs)	Cost of bid document (in Rs.)	Last date & time of online receipt of bids
1	2	3	4	5	6	7	8
1	S/R such as need based emergency repair and renovation work to police staff Quarters inside the campus of Town Police station, Sadar Thana, Mahila Thana and SDPO Res at Jeypore for the year 2026-27.	15.84	6 (Six) Calendar month	"D" & "C" Class	15,900/- (Online)	6,000/- (Online)	11.00 Hrs of 28.04.2026 to 17.00 Hrs of 07.05.2026.
2	Construction of Path Way inside the front lawn area and Development of Car Parking Area at Jeypore Airport, Jeypore	11.72	4 (Four) Calendar month	"D" & "C" Class	11,800/- (Online)	6,000/- (Online)	11.00 Hrs of 28.04.2026 to 17.00 Hrs of 07.05.2026.
3	Improvement such as providing, fitting and fixing of paver blocks on Peripheral Road (Boundary wall side) inside Jeypore Airport at Jeypore.	24.22	4 (Four) Calendar month	"C" & "B" Class	24,300/- (Online)	6,000/- (Online)	11.00 Hrs of 28.04.2026 to 17.00 Hrs of 07.05.2026.
4	S/R such as repairing and colouring work of Academic Block, Administrative Block and Cafeteria Buildings of Govt. Polytechnic at Randapalli, Jeypore in the District of Koraput for the year 2025-26.	43.21	3 (Three) Calendar month	"C" & "B" Class	43,300/- (Online)	6,000/- (Online)	11.00 Hrs of 28.04.2026 to 17.00 Hrs of 07.05.2026.
5	Repair and Renovation to Compound wall in A, C and D at HRRS, Jeypore.	27.82	3 (Three) Calendar month	"C" & "B" Class	27,900/- (Online)	6,000/- (Online)	11.00 Hrs of 28.04.2026 to 17.00 Hrs of 07.05.2026.

3. Bid documents consisting of specifications, the schedule of quantities and the set of terms & Conditions of contract and other necessary Documents can be seen in the website **www.tendersodisha.gov.in**.
4. i) The Bidders shall transfer online Earnest Money Deposit/ Bid security of the amount specified for the work in the **Col.6** of table above as a part of its bid through a process as mentioned under DTCN.  
ii) Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the state are required to transfer online 1% of the amount put to tender as Bid security.
5. The Bidders shall transfer online the cost of Bid Documents as mentioned in **Col.7** of table above towards the cost of bid through a process as mentioned under DTCN.

**Contractor****Superintending Engineer**

6. The Bid documents will be available in the website **www.tendersodisha.gov.in** from **11.00 Hours of 04.05.2026 to 17.00 Hours of 13.05.2026** for online bidding.
7. The Bidder must possess **Compatible Digital Signature Certificate (DSC) of Class II or Class III.**
8. Bids shall be received only on "**On-line**" on or before **17.00 Hours of 13.05.2026.**
9. Bids received "**on-line**" shall be **opened at 11.00 Hours on 14.05.2026** in the office of the **Superintending Engineer**, Jeypore (R&B) Division, Jeypore in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day at the same time and venue.
10. Bidders are to submit only the original BoQ uploaded by Publisher after entering the relevant fields without any alteration / deletion / modification Multiple BoQ submission shall lead to cancellation of bid.
11. As it is a percentage rate tender, the bidder quoting zero value is valid and will be taken as schedule of rates.
12. The Authority will not be held responsible for any technical snag or network failure during on-line bidding.
13. Other details can be seen in the bid documents.
14. The authority reserves right to cancel any or all bids without assigning any reasons thereof.
15. The addendum / Corrigendum if any will be hosted in the website only.
16. The tender will be rejected due to non submission of bid cost and bid security (as per applicability) and action will also be taken against them as per e-procurement tendering system.

Sd/-

Superintending Engineer  
Jeypore (R&B) Division

Memo No. 2824 //Date. 18.04.2026

Copy forwarded to the Head, State Portal Group, I.T. Centre, Department of Information Technology, State Secretariat, Odisha, Bhubaneswar for information and necessary action.

Sd/-

Superintending Engineer  
Jeypore (R&B) Division

Memo No. 2825 //Date. 18.04.2026

Copy forwarded to the Manager (Publications) I & PR Department, Odisha Bhubaneswar with a request to get it published in two no. of leading Odia Dailies and one no. of local English News Paper at an early date for wide circulation of the tender call notice. Complimentary copy of the news papers containing the tender call notice may be sent to this office for reference and record.

Sd/-

Superintending Engineer  
Jeypore (R&B) Division

Memo No. 2826 //Date 18.04.2026

Copy submitted to the Director, Printing stationary and Publication, Government of Odisha, Madhupatna, Cuttack-10 for information and necessary action. He is requested to arrange for publication in the next issue of Odisha Gazette.

Sd/-

Superintending Engineer  
Jeypore (R&B) Division

Memo No. 2827 //Date. 18.04.2026

**Contractor**

**Superintending Engineer**

Copy submitted to the Principal –Secretary to Govt. of Odisha Works Department, Bhubaneswar / Engineer-In-Chief (Civil) Odisha, Bhubaneswar / Chief Engineer (Road-1), Odisha, Bhubaneswar / Chief Engineer, World Bank Project, Odisha, Bhubaneswar / Chief Engineer (Building-1) Odisha, Bhubaneswar / Chief Construction Engineer, Jeypore (R&B) Circle, Jeypore / Chief Construction Engineer, Electrical (R&B) Circle, Bhubaneswar for favour of kind information.

Sd/-

Superintending Engineer  
Jeypore (R&B) Division

Memo No. 2828 //Date. 18.04.2026

Copy submitted to the Collector, Koraput / Superintendent of Police, Koraput for favour of kind information and necessary action.

Sd/-

Superintending Engineer  
Jeypore (R&B) Division

Memo No. 2829 //Date. 18.04.2026

Copy to Superintending Engineer , (R&B) Division, Koraput / Rayagada / Malkangiri / Nabarangpur / Rural Works Division, Jeypore/ Koraput / Sunabeda / Rayagada / Superintending Engineer, N.H Division, Sunabeda / Executive Engineer, M.I Division, Jeypore / Executive Officer, Jeypore / Nabarangapur Municipality / P.A, ITDA, Jeypore/ Koraput for information and necessary action.

Sd/-

Superintending Engineer  
Jeypore (R&B) Division

Memo No. 2830 //Date. 18.04.2026

Copy to the Superintending Engineer 's Table / All Executive Engineer, Asst. Executive Engineer and Junior Engineers under this Division / D.A.O / Estimator / Head Clerk / Divisional Cashier for information and necessary action. 5 spare copies to Estimating Branch / Division office Notice Board.

Sd/-

Superintending Engineer  
Jeypore (R&B) Division

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## CHECKLIST TO BE ENSURED BY THE BIDDER

SI No	Particulars	Reference to Clause No	Whether Furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper <b>Rs.6,000/- (Online)</b>	D.T.C.N Clause No.04			
02.	E.M.D for <b>Rs.43,800/- (Online)</b>	D.T.C.N Clause No.06			
	OR				
	E.M.D for <b>Rs.43,800/- (Online)</b> in case of deploying machineries out side the State.	D.T.C.N Clause No.06 & Clause No.10			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.07			
04.	Copy of Valid GST Registration Certificate and GSTIN	D.T.C.N Clause No.07			
05.	Copy of PAN Card	D.T.C.N Clause No.07			
06.	No Relation Certificate in <b>Schedule-A</b>	D.T.C.N Clause No.12			
07(A).	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer ( <b>Schedule-E</b> )	D.T.C.N Clause No.11			
(B)	Affidavit ( <b>Schedule-F</b> )	D.T.C.N Clause No.11			
08.	Works Experience ( <b>Not Required</b> )				
(A)	List of projects executed that are similar in nature to the work (Schedule-D1)				
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)				
9	Joint venture deed with eligible registered electrical contractors along with other relevant documents for composite Building as per clause-26 (a) of DTCN Instructions/Guidelines of Bidder for e-procurement. ( <b>Not Required</b> )	<b>as per clause-26 (a) of DTCN</b>			
10	Willingness to avail 10% price Preference in case of SC/ST Contractor (vide Resolution No.16262 dt.30.10.2018 of Works Department, Odisha).	DTCN Clause No.27 (iv)			

Contractor

Superintending Engineer

## CONTRACT DATA

## A. GENERAL INFORMATIONS

SI No	Item	Details
1	Bid Identification No.	<b><u>S.E (R&amp;B)-01/2026-27/JYP(K)</u></b>
2	Name of the Work	S/R such as repairing and colouring work of Academic Block, Administrative Block and Cafeteria Buildings of Govt. Polytechnic at Randapalli, Jeypore in the District of Koraput for the year 2025-26.
3	Officer Inviting Tender	Superintending Engineer , Jeypore (R&B) Division, Jeypore
4	Superintending Engineer concerned with head quarters authorized as Engineer-in-charge of this work.	<b>Superintending Engineer , Jeypore (R&amp;B) Division, Jeypore</b>
5	<b>Estimated Cost</b>	<b>Rs.43.80 lakhs</b>

## B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	<b>03 (Three) Calendar Months</b>
7	Last Date & time of submission of Bid	<b>17.00 Hrs</b> <b>Date: 13.05.2026</b>
	Last date of seeking clarification	
8	Cost of Bid Document (Clause No-4 of DTCN)	
	I To be remitted online.	<b>Rs 6,000/-</b>
9	Bid Security (Clause No-6 of DTCN) <b>To be remitted online</b>	<b>Rs.43,800/-</b>
10	Bid validity period	90 days
11.	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 10 (v) of DTCN <b>(Not Mandatory)</b>	<b>02 (Two) Months</b>
12	Currency of payment for Contract	Indian Rupee
13	Language of Contract	English
14	Similar Nature of work as per Clause 3 of DTCN	

Contractor

Superintending Engineer

**Guidelines / Procedure to be followed in e-procurement as per Works  
Department, Government of Odisha office Memorandum No.7885  
Dt.23.07.2013 / Instruction to bidder**

The following shall be made part of the detailed tender call notice.

**Appendix-IX (A) of OPWD Code, Vol-II  
Executive instructions regarding calling for and acceptance  
of tenders in e-Procurement.**

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: 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 Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. 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)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process. Contractor not regisertered 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 Sate Government before award of the work as per prevalent registration norms of the State.
  - a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* 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 ID, password and DSC combination and authenticates the login process for use of portal.
  - b. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
  - c. 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.
  - d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.
- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll 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 authorized signatory is used in the portal.
- 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3. 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 processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria

**Contractor**

**Superintending Engineer**

and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

- 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6. 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.
- 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 1.8.1. 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 which 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. All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission 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. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

**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	GSTIN, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other documents as per SBD/DTCN.	.Pdf
		BOQ	.xls

(b) For Two Cover/Packet:

Sl.No.	Cover Type	Document Description	Type
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1	Fee/ Prequal/ Technical	GSTIN, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
2	Finance	BoQ	.xls

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 SELEC-TION: 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.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 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.

2.2 Deleted.

2.3 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 (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure 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 as 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.

2.4 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.

2.5 Government of Odisha has introduced 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 is mentioned in the "**Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids**".

3. FORMAT AND SIGNING OF BID: (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.

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 within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power

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failures etc.

- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
- 3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
  - 3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
  - 3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
  - 3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

#### SUBMISSION OF BIDS:-

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. 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. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 3.4. 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 items 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.
- 3.5. 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.
- 3.6. 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 items(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.
- 3.7. The bidder shall log 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.
- 3.8. 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.
- 3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 3.12. The bidder should check the system generated confirmation statement on the status of the submission.
- 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.15. 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 upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the

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bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

- 3.16. 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.
- 3.17. 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 and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
- 4. SECURITY OF BID SUBMISSION:**
- 4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- 4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.
- 5. DEADLINE FOR SUBMISSION OF THE BIDS :**
- 5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & 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.

**RESUBMISSION AND WITHDRAWAL OF BIDS :**

- 5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.4. 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.
- 6. LATE BIDS :**
- 6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.
- 7. MODIFICATION AND WITHDRAWAL OF BIDS :**
- 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- 8. OPENING OF THE BID:**
- 8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.
- 8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
- 8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
- 8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
- 8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement

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process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

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".

- 8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. 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 bidders 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.
- 8.5.2. 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
- 8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
  - 8.7.1 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.
  - 8.7.2 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.
  - 8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
  - 8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
  - 8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
  - 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
  - 8.7.7 The 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.
  - 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
  - 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.
9. CLARIFICATION AND NEGOTIATION OF BIDS:
  - 9.1. 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

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breakdowns of unit rates.

- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.
10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:
- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. 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 and completion of the works by the contractor as prescribed by the contract and 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.
- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, " Letter of 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 upload the summary and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation 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 L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.
11. BLOCKING OF PORTAL REGISTRATION
- 1.1 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.
- 1.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 1.3 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.
- 1.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 1.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
- 1.3.3 Fails to execute the agreement within the stipulated date.
- 1.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly the officer Inviting Tender shall recommended 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.
- The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

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## Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids

1. The State Government have formulated 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>".
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) **Log on to e-Procurement Portal:** 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, 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. Thebidder 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, Contractor** **Superintending Engineer**

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-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. 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 State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. 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, 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.

**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 DAG (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

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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 an 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 suo-moto 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, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

- 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.

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

	<b>Cost of Tender Paper on submission of bids</b>	<b>Earnest Money Deposit on submission of bids</b>
Government Departments	<p>I. The payment towards the cost of Tender Paper, in case 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.</p> <p>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized 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.</p>	<p>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.</p> <p>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.</p>

	<b>Cost of Tender Paper on submission of bids</b>	<b>Earnest Money Deposit on submission of bids</b>
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards <b>Cost of Tender Paper</b>, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>I. Amount towards <b>EMD</b> 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.</p> <p>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.</p>

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**DETAILED TENDER CALL NOTICE**

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1. Sealed **percentage rate** bids are invited **ONLINE in Single cover system** from the Class of eligible contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for execution of Civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work "S/R such as repairing and colouring work of Academic Block, Administrative Block and Cafeteria Buildings of Govt. Polytechnic at Randapalli, Jeypore in the District of Koraput for the year 2025-26.  
." at an approximate estimated cost of **Rs.43.8 lakhs (Rupees Forty Three point eight lakhs only).**
2. The Bid documents are available in the official website of Government: <http://www.tendensorissa.gov.in> from **11.00 Hrs of 04.05.2026 to 17.00 Hrs of 13.05.2026.**
3. The Technical Bid documents (Cover-I) will be opened by the assigned officer in the office of the Superintending Engineer, Jeypore (R&B) Division, Jeypore Odisha at **11.00 Hours on 14.05.2026** in the presence of the bidders or their authorized representatives who wish to attend.
4. The cost of Bid documents is to be remitted online for **Rs.6,000.00** towards cost of each bid respectively.
5. The bid is to be submitted in single cover containing scanned copy of valid registration certificate, PAN card, valid GSTIN, GST Registration certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN and the price bid duly filled in and signed by the bidder.
6. The bidder shall remit the EMD/ bid security for **Rs.43,800/-** online as part of bid of the amount as specified in the **Contract Data**. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to furnish the EMD/bid security online as specified in the **Contract Data** and as per the above terms and conditions.
7. i) The lowest preferred bidder are required to produce documents viz original Registration, valid GSTIN Certificate, PAN card, Affidavit as per Schedule-F after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, within five working days from the date of opening of the tender. **No further correspondence will be made with the bidders in this regard and the bid shall be liable for rejection. Furnishing such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection" No reference to any documents of ownership and hiring of plants and machineries submitted in any previous tender case will be entertained" (Not Mandatory)**  
(ii)\* **AMMENDMENT AS PER LR NO. 9100 DT 17.07.2020 OF Works Department, Govt of Odisha.**  
**Registration of contractors in CDMS:-**  
As per lr no. 9100 dt 17.07.2020 of Works Department Govt. Of Odisha, it is instructed to all Categories of contractors in CDMS portal within Dt. 31.12.2020 as per the codal provisions vide clause no. 12.4 of Appendix IX (A) of O.P.W.D code , Vol(II) . Hence all class of contractors are requested to register themselves in CDMS portal positively by Dt. 31.12.2020 falling which , the contractors shall not be able to participate in the tender process.
8. The work is to be completed in all respects within **03 (Three)** calendar months from the date of issue of work order. Bidders whose bid is accepted must submit a work programme.
9. All tenders received will remain valid for a period of 90 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
10. (i) In case the contractor proposes to engage machineries and equipments as required for the work, owned or hired but deployed outside the State, he/she is required to furnish 1% EMD /Bid Security. **(As per office memorandum of Govt of Odisha, Works Department Letter no-18138, Dated-05.12.2018).**.. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries.  
(ii) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of **2(Two)** months from the last date receipt of bid documents.  
**(Not Mandatory)**

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11. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. Schedule-E to this effect is to be furnished by the bidders for current litigation, debarring and expelling of tender or abandonment of work by the tenderer. The bidder is to furnish an **affidavit** at the time of submission of bid about the authentication of bid documents. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing of the information in Schedule - E and required affidavit in Schedule- F, the bid document will be summararily rejected.**
12. **No Relation certificate.**  
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A. (**Non submission of Certificate in Schedule-A, the bid shall summarily be rejected**).
13. **The bidder must have completed similar Nature of work successfully during last three years (i.e. the bidder should have experience in handling with projects having steel framed structures). The bidder who doesn't have any documentary evidence from the competent authorities is liable for rejection.** The prospective applicant in its name should furnish list of work satisfactorily completed in Schedule-D1 and list of works in progress in Schedule-D2. (**Not Required**)
14. If an individual makes the application, the individual should sign above his full type written name and current address.
15. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
16. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
17. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
18. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
19. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted in English. The applicants name should appear on each page of the application along with his signature or the signature of his authorized representative at the bottom of each page.
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of Percentage Rate tender:-**
  - (i) The contractor has to quote percentage excess or less over the estimated cost in the prescribed format appended to the tender document.  
**In the Percentage Rate Tender the Bidder quoting Zero value is valid and will be taken as Schedule of Rates.**
  - (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offer shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No, Name & SI No. of the work (as per I.F.B) to which they refer.

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- (iii) The Contractor will quote percentage excess/less up to two decimal point only. **If he writes the percentage excess/less up to three or more decimal points, the second decimal point shall only be considered without rounding off (vide Works Department O.M No- 7885 dtd. 23.07.2013.)**
- (iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
- (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- (vi) The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.
- (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill
- 22.(i) The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the bidders can not be entertained.
- 22(ii) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
- 22(iii) **Amendment to para-3.4.16 (a) (vii) of OPWD Code, Vol-I by Substitution**  
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 for materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.
23. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
24. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
25. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.
26. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings.
- 26 (a). The companies or individuals registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H. work invariably should accompany their tender papers. The Civil Contractor in order to take part in the Composite tender should enter into a sub-contract agreement in shape of an affidavit with eligible Registered Electrical Contractors having valid **H.T./L.T/ MV** license (Associate with the sub-contractor). **Scanned copy of such agreement for the work should be submitted along with the tender otherwise the bid document will be summararily rejected. (Not Required)** The Original agreement should be furnished and the Original Electrical License should be produced for verification within 3 (three) working days of Opening of Cover-I (Technical Bid) of the tender. This agreement with the electrical contractor shall also form a part of the tender. If the Civil Contractor is having registration in Electrical works under the same name and style, the question of joint venture does not arise. The tender papers shall bear signature of

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authorized person of the tenderer, the letter of authorization should accompany tender papers. The authorisation should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil, P.H. and Electrical Items of work to the Engineer-in- Charge.

**27. Additional performance Security:**

*Follow the Circular "Additional Performance Security shall be taken on an incremental basis from the selected bidders for low bid prices in the project works vide office memorandum No.173/W dt.03.01.2026 of Works Department, Odisha, Bhubaneswar.*

**GOVERNMENT OF ODISHA  
WORKS DEPARTMENT**

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**OFFICE MEMORANDUM**

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

**Sub:- Amendment of Codal & Contractual Provisions.**

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

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

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

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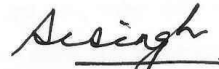
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination 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.

*Handwritten initials and date*  
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.

*Handwritten initials and date*  
03.01.26

EIC-cum-Special Secretary to Government

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28. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
29. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
30. i) Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
- ii) **Bidders are to submit only the Original Bill of Quantity uploaded by publisher after entering the relevant fields without any alteration / deletion / modification. Multiple Bill of Quantity submission shall lead to cancellation of Bid.**
- iii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.
31. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
32. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
33. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
- ii) The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) as per clause 27 of DTCN in form of Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account duly pledged / Bank Guarantee in favour of the **Superintending Engineer , Jeypore (R&B) Division, Jeypore from any Nationalized / Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar / e- Bank Guarantee executed on the National e-Governance Service Limited (NeSL) Digital Documents execution portal towards E.MD/ Initial security deposit / any other security deposit from the Contractor or supplier** and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any) and sign the agreement in the P.W.D.form No. **P-1 (Schedule XLV No. 61)** for the fulfillment of the contract in the office of the **Superintending Engineer , Jeypore (R&B) Division, Jeypore and payable at Jeypore** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of **P-1** agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
- iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
- a) The notice inviting bid, instruction to the bidder, conditions of contract, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading to & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form P-1 with latest amendments.
- iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)** .No contract (tender) shall be finally accepted until

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- the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after **One year** of satisfactorily completion of the work and payment of the final bill and will not carry any interest.
- v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.
34. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
35. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
36. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
37. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Superintending Engineer is final and binding on the contractor.
38. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a. Rent, royalties and other charges of materials, other taxes, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
  - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
  - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
  - d. Fees and duties levied by the municipal, canal or water supply authorities.
  - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
  - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
  - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
  - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
39. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
40. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
41. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
42. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
43. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office of the Superintending Engineer as mentioned in the contract data during office hours everyday except on

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- Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
44. Bidders are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form P-1 with latest amendments shall supercede the condition of D.T.C.N.
  45. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT&H, Govt. of India. MORT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works. (Wherever applicable).
  46. Shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
  47. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
  48. Concrete should be machine mixed unless otherwise ordered in writing by the Superintending Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
  49. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
  50. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
  51. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
  52. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
  53. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.
  54. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
  55. All the materials which are to be supplied from P. W. D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel / M.S Angles, Tees and Joists etc. After issue from the P. W. D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
  56. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
  57. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the

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- work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge.
58. No extra payment will be made for removing spreading and consolidating salvaged materials.
59. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
60. Measurement of earth work in embankment will be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
61. All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516 .
62. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
63. In the event of any delay in the supply of Departmental machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
64. **Gradation of Ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S Code / I.R.C Code / MoRT&H specifications.
65. The Contractor will have to submit to the **Superintending Engineer, Jeypore (R&B) Division, Jeypore** monthly return of labour both skilled and unskilled employed by him on the work.
66. All fittings for doors, windows & other fitting works should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge before they are used on the work.
67. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test.
68. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
69. The Tenderer should furnish along with their tender **1.**a list of works, which are at present in their hand **2.** list of T&P and **3.**list of work executed in the prescribed proforma(s) enclosed herewith in appropriate place of bid document.
70. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at **Departmental Control and Research Laboratory Bhubaneswar, Quality control division Cuttack and Zonal Laboratories**, at the cost of the Contractor with no extra cost to the Department.
71. The C.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
72. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
73. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
- (I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
- (II) The tests have to be planned & carried out such that the progress of work is not hampered
- (III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
74. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts will be as directed by the Engineer-in-charge.

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- b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
75. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
76. No claim for carriage of water what-so-ever will be entertained.
77. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
78. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Odisha. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The 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 Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B.
79. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
80. Odisha Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Odisha Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
81. Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and basic cost of materials excluding GST, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in -Charge of the work and his authorized subordinates.

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- GST shall be payable on work contract as applicable at the time of payment and shall be paid over the gross amount of the running bill. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. (However GST will be as applicable).
82. The prevailing Rate of I. T. on the taxable amount of the bill towards income tax will be deducted from the contractor's bill.
  83. GST on the taxable amount of the bill will be deducted from the contractor's bill as per applicable rate , where Agreement Value exceeds 2.50 lakhs .
  84. Construction workers welfare CESS @ 1(one) % of the amount of estimated cost put to tender as per tender notification and in conformity with latest Labour & Employment Department Circular will be proportionately deducted from the contractor's bill at the time of making payment.
  85. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Superintending Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
  86. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
  87. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
  88. Sample of all material - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Superintending Engineer.
  89. Trial Boring - The foundation level as indicated in the body of the departmental drawing is `purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
  90. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/bridge/building for 12 (Twelve) calendar months from the date of successful completion of the work.
  91. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
  - 92.1 PRICE VARIATION CLAUSE DUE TO INCREASE OR DECREASE IN RATE OF MINIMUM WAGES, PRINCIPAL MATERIALS, POL & OTHER MATERIALS TO BE INCORPORATED IN CONDITION OF CONTRACT (Vide Works Department Memorandum No.15847 dated/19.11.2019)

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Contract price shall be adjusted for increase or decrease in rates and price of Labor, Cement, Steel, Bitumen, pipes, POL & other materials component in accordance with the following principles and procedures as per formula given in following paras.

(a.) The price adjustment shall apply for the work done from the date given in the contract data up to end of the initial intended 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.

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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.

- 92.2 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 :

- 92(a)(i) **Formula to calculate the increase or decrease in the price of other materials component:**

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

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

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

$M_0$  = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of bids, as published by the Govt. of India, Ministry of industry and commerce, New Delhi).

$M_1$  = The all India whole sale price Index (all commodities) for the month under consideration as published by Govt. of India, Ministry of Industry and commerce, New Delhi .

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

- 92(a)(ii): **Adjustment towards differential cost of cement.**

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

$C_1$  = All India Wholesale price index for ordinary portland cement (OPC) for the Month under consideration (as published by Govt. of India, Ministry of Industry and commerce, New Delhi).

$C_0$  = All India Wholesale price index for ordinary portland cement (OPC) on 28 days preceding the date of opening of Bids as published by Govt. of India Ministry of Industry and commerce, New Delhi.

$P_c$  = Percentage of Cement Component of the work.

- 92(a)(iii): **Adjustment towards differential cost of Steel**

Price adjustment for increase or decrease in the cost of Steel 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

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

$S_0$  = 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 & Industry, Government of India, New Delhi.

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

- 92(a)(iv): **Adjustment towards differential cost of Bitumen.**

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 of Bitumen.

$B_i$  = The official retail price of bulk bitumen at IOC/BPCL Depot at nearest center for the 15<sup>th</sup> day of the month under consideration.

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

$P_b$  = Percentage of Bitumen component of the work.

**92(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 :

$$V_{pi} = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$$

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

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

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

$P_{io}$  = All India Wholesale 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.

**92(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:

$$V_L = 0.85 \times P_1 / 100 \times R \times (L_1 - L_0) / L_0$$

$V_L$  = Increase or decrease in the cost of work during the Month under consideration due to changes in rates of Local Labour.

$L_0$  = The minimum wages of unskilled labour as notified by State 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 State Government & as prevailed on the last date of the Month previous to the one under consideration

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

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

Price adjustment for increase or decrease in the cost of pol (Fuel & Lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_1 / 100 \times R \times (F_i - F_o) / F_o$$

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

$P_1$  = Percentage of P.O.L component of the work.

$F_i$  = The official retail price of High speed Diesel (HSD) at the existing consumer pumps of IOC/BPCL/HPCL at nearest center for the 15<sup>th</sup> day of the month under consideration.

$F_o$  = 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.

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

**92(d): Adjustment for Plants & Machinery Spares Component:**

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

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

$V_p$  = Increase or Decrease in the cost of work during the month under consideration due to change in the rates for Plants & Machinery Spares.

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

$P_i$  = The all India wholesale price index for manufacture of machinery for mining , quarrying and Construction For the month under consideration as published by the the Ministry of

Commerce and Industry, Govt. of India , New Delhi.

$P_p$  = Percentage of Plants & Machinery Spares components 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 Plants & 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 & 2011-2012 , it is observed that ,

the commodity ' Bars and ROD ', "Cement" , " Heavy Machinery and parts " included in the list of WPI 1993-94 Series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore , the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 Series.

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

**92(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 along with information relating there to which he may be in a position to supply.

**Percentage Table**

SL. No	Category of works		% component(cost wise)		
			Labour (P <sub>1</sub> )	POL (P <sub>1</sub> )	Steel + Cement + bitumen + 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 Woks (%of component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3.	P.H. work	Structural Work	5	5	90
		Pipe Line Work	5	5	Pipe – 70% * other material–20%
		Sewer Line	5	5	Pipe–70% * other material–20%

**\*Note- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen**

**Pipe and Plants & machinery spare component in the concerned woks and shall be provided in the bid document in shape of "Schedule of Adjustment Data" as an " Appendix to Bid"( Enclosed herewith).**

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**Appendix to Bids****Schedule of Adjustment of Data**

( For all works , adjustments 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 )

<b>CI No – 31 of F2/P1 Contracts SI No.</b>	<b>Index Description</b>	<b>Source of Index</b>	<b>Base Value*</b>	<b>Base Date*</b>	<b>Weight age of Item**</b>
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 Industry and commerce, New Delhi .			
31(a)(ii)	cement	whole sale price Index for Cement (Ordinary Portland cement) as published by the Economic Advisor to the Govt. of India, Ministry of Industry and commerce, New Delhi .			
31(a)(iii)	steel	whole sale price Index for Steel (Mild steel –Long products) as published by the Economic Advisor to the Govt. of India, Ministry of Industry and commerce, New Delhi .			
31(a)(iv)	Bitumen(VG-30)	Official retail price of Bulk Bitumen at the nearest IOC/BPCL/HPCL depot.			
31(a)(v)	Pipes	whole sale price Index for the type of Pipe under consideration, as published by the Economic Advisor to the Govt. of India, Ministry of Industry and commerce, New Delhi			
31(b)	Labour	Minimum wages Notified by the Labour and Employee's state Insurance Department Of Govt. of Odisha, India.			5%
31(c)	POL	Official retail price of HSD at the nearest IOC/BPCL/HPCL consumer pump depot.			5%
31(d)	Plants & Machinery	whole sale price Index for Manufacture of Machinery for Mining, Quarring and Consumption as published by the Economic Advisor to the Govt. of India, Ministry of Industry and commerce, New Delhi			
			<b>Total</b>		<b>100%</b>

**\*Values to be filled up at the time of Drawl of Contract**

**\*\*Values to be filled up in the Bid Document.**

**(OM No.1739 dt.03.02.23 of Works Department, Govt Of Odisha should be followed)**

93. The contractor has to arrange the land required for borrowing earth if necessary for the work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
94. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue a Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent

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- shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer ) and to be submitted to the Engineer-in-charge every month.
95. The bidder should conduct S.B.C. of soil at foundation level and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
  96. The details of foundation and sub-structure for execution may be done in accordance with the test results thus obtained.
  97. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 11 of the **P-1** Contract.
  98. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, Bridge code and MORT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
  99. No part of the contract shall be sublet without written permission of the concerned Superintending Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
  100. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
  101. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
  102. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
  103. The 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 rate will be inclusive of this.
  104. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
  105. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summararily rejected. The claim books are the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
  106. Number of tests as specified in I.R.C./MORT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
  107. i) Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC/MORT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
    - ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.

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108. Condition for issue of plant & machinery to contractor on hire: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works 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 & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to 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 refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.

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

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

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

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 source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day.

The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by 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 article lost, the decision of Superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site.

If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the Superintending Engineer shall be final in case of dispute.

**FORM OF AGREEMENT** – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire

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charges will be calculated according to the entries in the logbook and will be binding on the contractor.

**AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.**

This agreement made the \_\_\_\_\_ Two Thousand \_\_\_\_\_ between (here-in-after referred to as "the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Odisha (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Odisha Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants".

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

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

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at **Jeypore** .
- (b) The rate of higher charges will be as per Government order in vogue.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge.
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop / store at **Jeypore** in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) 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 and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government 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.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.
- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge 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.

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- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government, the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

#### THE SCHEDULE

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

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State has set their respective hand, the day and the year here in above written. Signed by:

1.  
Signed sealed and delivered in the presence of

2.

1.

2.

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

- (a) Making a false statement or declaration.
- (b) Past record of poor performance.
- (c) Past record of abandoning the work half way/ recession of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

110. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

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

112. **ADDENDUM TO THE CONDITION OF P1 CONTRACT**  
**Clause-2 (a) of P-1 Contract: -TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-**

2.1. Progress of work and Re-scheduling programme.

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

2.1.2. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause No. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

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

2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress of the work does not conform to the programme to which consent has been given the Contractor shall produce, at

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

- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

## **2.2. Extension of the Completion Date.**

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
  - i) Force majeure, or
  - ii) Abnormally bad weather, or
  - iii) Serious loss or damage by fire, or
  - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
  - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
  - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
  - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.
- 2.3. **Compensation for Delay.**
- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 of P-1 contract or to complete the work and clear the site on or before the contract or extended date of completion, he

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shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 of P-1 contract or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

**2.4. Bonus for early completion**

**2.4.1. Amendment to para-3.5.5 (V) Note - III of OPWD Code, Vol-I by inclusion**

In case, the contractor completes the work with work value more than 40.00 Lacs, for availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Superintending Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned C.C.E, 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/actual value of work executed whichever is less. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

- Before 30% of contract period = 10% of Contract Value
- Before 20 to 30% of Contract period = 7.5% of Contract Value
- Before 10 to 20% of Contract period = 5% of Contract Value
- Before 5 to 10% of Contract period = 2.5% of Contract Value
- Before 5% of Contract period = 1% contract Value

**2.5. Management Meetings.**

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

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

**Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-**

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

113. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.

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- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.
- g) Non submission of additional performance security (APS) within the stipulated time period.

114. **ELIGIBILITY CRITERIA:** - To be eligible for qualification in the technical bid, applicants shall furnish the followings.

- a. Required E.M.D as per the **clause No. 06**
- b. Cost of Tender paper as per **Clause No.4**.
- c. Scanned Copy of valid Registration Certificate, Valid GSTIN certificate, PAN card, Affidavit as per Schedule-F along with the tender documents as per Clause No.07 of the DTCN.
- d. Information regarding current litigation, debarring/ expelling of the applicant or abandonment of work by the applicant in schedule "E", affidavit to that effect including authentication of tender documents in schedule "F" as per **clause No.11** and **No relationship in Schedule-A** as per **Clause-12**.
- e) Information regarding experience in similar nature of works in Schedule-D1 and list of works in progress in Schedule-D2 as per Clause No.13 with scanned copy of experience certificate issued by Competent Authority. **(Not Required)**.
- f) The prospective applicant in its name should furnish list of work satisfactorily completed in Schedule-D1 and list of works in progress in Schedule-D2. **(Not Required)**.
- g) Joint venture deed with eligible registered electrical contractors along with other relevant documents for composite Building as per clause-26 (a) of DTCN. **(Not Required)**

**The bidder who meets the above minimum eligible criteria shall be qualified.**

**CANVASSING IN ANY FORM, DIRECT OR INDIRECT, EXERTING PRESSURE, COERCION, INTIMIDATION, THREATENING AND THUS INTERFERENCE IN THE TENDER PROCESS WILL RENDER THE BID LIABLE FOR REJECTION AND THE LICENSE OF SUCH BIDDER FOR CANCELLATION.**

115. Engineer Contractor desirous to avail the facility of exemption of E.M.D. is required to submit an affidavit to the effect that he has not yet been awarded more than two works (excluding this work) with exemption of EMD during the current financial year. The name of the works awarded with exemption of EMD and the tender inviting authority must be mentioned in the affidavit, **failing which the tender will be rejected due to want of EMD.**

Total: - **115 (One hundred Fifteen) clauses only.**

APPROVED BY

*Superintending Engineer*  
*Jeypore (R&B) Division, Jeypore*  
**SCHEDULE-A**

**CERTIFICATE OF NO RELATIONSHIP**

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

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

(\*) - Strike out which is not applicable

Signature of the Tenderer  
 Date:-

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**SCHEDULE-B****CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS****( for Super class / special class / A class contractors only )**

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt ./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
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.

Signature of the tenderer

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**ANNEXURE – I OF SCHEDULE-C****LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTRACT WORK  
(MINIMUM REQUIREMENT)**

<b>Sl. No.</b>	<b>List of plants and equipments</b>	<b>Requirement</b>	<b>Marks</b>

**N.B. : 1. Submission of forged / fabricated documents/ invoices/ vouchers to prove the purchase & ownership of T&P / Machineries shall be treated as an offence. Such case will be forwarded to the Crime Branch and License issuing authority for needful Penal action.**

**2. Bidders are requested to mention the detail address and Landline Phone Number of the shop / company on the invoices / vouchers to verify the authenticity of purchase of the equipments / machineries.**

**3. Non-submission of bid security (online) and bid paper cost (Online) within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be blocked. His name shall also be informed to the registering authority for cancellation of his registration as Contractor.**

**4. In case of centering & shuttering materials certificate of the Superintending Engineer of PWD (R&B/NH) Division issued within 90 days of last date of receipt of tender is allowed.**

**5. Plants and Equipments purchased by the bidder through auction sale will not be considered during technical bid evaluation.**

- NOTE:**
- Capacity of each plant and equipment should be as per specification attached separately.
  - The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
  - The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
  - The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
  - For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

**ANNEXURE – II OF SCHEDULE-C****Contractor****Superintending Engineer**

**CAPACITY OF PLANTS AND EQUIPMENTS**

- |    |                  |   |
|----|------------------|---|
| 1. | Tipper<br>Truck  | The tractor should have a minimum capacity of 22 to 50 H.P.<br>Having capacity of 12 tonnes                 |
| 2. | Water Tanker     | The water tanker should be a truck mounted one or as a trailing unit having minimum capacity of 3000 liters |
| 3. | Concrete Mixture | Concrete Mixture 0.4 / 0.28 Cum with weigh batcher and calibrated water tank                                |
| 4. | Generator        | 33 KVA  |
| 5. | Excavator        | 0.09 cum bucket capacity @ 60 cum per hour  |

**ANNEXURE – III OF SCHEDULE-C**

**CERTIFICATE TO BE ISSUED BY THE SUPERINTENDING ENGINEER  
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.  
(Not issued prior to 90 days of receipt of tender)**

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

**Certified that,**

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

**Superintending Engineer**

**Contractor**

**Superintending Engineer**

**ANNEXURE – IV OF SCHEDULE-C****TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work
01						
02						
03						
04						
05						
06						

Certified that, the above machineries shall be available solely for this work from the date mentioned against them

Signature of the tenderer

Contractor

SUPERINTENDING ENGINEER

**SCHEDULE "C"**

## PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

Signature of the tenderer

1.If leased indicate the date when the current lease expires

Contractor

SUPERINTENDING ENGINEER

**SCHEDULE-D1****WORKING EXPERIENCE  
D-1. LIST OF PROJECTS EXECUTED**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the tenderer

Contractor

SUPERINTENDING ENGINEER

**SCHEDULE-D2**  
**WORKING EXPERIENCE**  
**D-2. LIST OF PROJECTS IN PROGRESS**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the tenderer

Contractor

SUPERINTENDING ENGINEER

**SCHEDULE-"E"****INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED  
OR ABANDONMENT OF WORK BY THE TENDERER**

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

**Note:**

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

Signature of the tenderer

**SCHEDULE –“F”****AFFIDAVIT**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither **our firm M/s** \_\_\_\_\_ **nor any of its constituent partners / I** have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorised and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorised Officer of the firm or Bidder)

Date.

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.

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.

FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

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OFFICE MEMORANDUM

No. 07554600032022- 1739 W., Dated. 3-2-2023

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

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

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

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

GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

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No. 7794 /W., Bhubaneswar, dated 27/04/26  
WORKS-FA-MISCSB-0005-2026

From

Sri Ratikanta Mahapatra, OFS, (SSG),  
F.A.-cum-Special Secretary to Govt

To


The EIC (Civil-cum-Roads), Odisha.

Sub: Regarding payment of interest in delayed payment.

Sir,

I am directed to invite reference to the subject cited above and to say that Government have been pleased to approve for insertion of Clause "*No interest shall be payable to the contractor on any delayed payment or pending claims whatsoever, under any circumstances*" in all tender documents and contractual instruments issued by the Works Department. At the same time, it must be ensured that legitimate claims of the contractors should not be delayed without any valid reasons. In cases of delay due to negligence or inaction of any official, action as deemed proper shall be taken against the concerned erring official/officials.


Yours faithfully,

  
27/4/2026

F.A.-cum-Special Secretary to Govt.

Memo No. 7795 /W, Dated: 27/04/26

Copy forwarded to EIC(Civil) Roads-I, / EIC (PI&P)/ EIC (Bridges) / Chief Engineer, Roads-II/ Chief Engineer (Buildings-I&II) / Chief Engineer (National Highways I&II) / Chief Engineer (RD&QP) for kind information and necessary action.

  
27/4/2026

F.A.-cum-Special Secretary to Govt.



WORKS-FA-MISCSB-0005-2026/1/2026



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Contractor

SUPERINTENDING ENGINEER