

**GOVERNMENT OF ODISHA**  
WORKS DEPARTMENT



**DOCUMENTS FOR COVER-I & II**

**TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE  
FOR THE WORK**

**“Repair & Renovation Toilet Block with Corridor Connection, New  
Compound wall & drain of Biswambar Govt. High School, Puri”**

ESTIMATED COST:-Rs. 68,77,254.00



**GOVERNMENT OF ODISHA**  
**OFFICE OF THE SUPERINTENDING ENGINEER,**  
**PURI (R&B) DIVISION, PURI**  
**INVITATION FOR BIDS (IFB)**  
**Short Tender call Notice**

**Bid Identification No. SE (R&B) Puri-06/2026-27**

The Superintending Engineer, Puri (R&B) Division, Puri, on behalf of Governor of Odisha invites percentage rate bid in Double Cover / Single Cover system for the building work as mentioned below from the eligible class of contractors registered with the State Governments and contractors of equivalent Grade/Class registered with Central Government / Railways. The proof of registration from the appropriate authority shall be enclosed along with the bid.

Sl. No	Name of work	Approx. Value of work Put to tender (Rs. In Lakhs)	Concerned (R&B) Division	EMD/ Bid Security in (₹ On-line)	Cost of Bid document (₹ On-line)	Class of bidder	Period of completion
1	2	3	4	5	6	7	8
1	Repair & Renovation of Toilet Block with Corridor Connection, New Compound Wall & Drain of Biswambar Govt. High School Puri	₹. 68.77	Superintending Engineer, Puri (R&B) Division,	1%	10000.00	“ B”	4 (Four) Calendar Month
2	Repair & Renovation of Proposed Class Room (Ground Floor) of Biswambar Govt. High School, Puri	₹. 74.60	Superintending Engineer, Puri (R&B) Division,	1%	10000.00	“B”	6 (Six) Calendar Month
3	Repair & Renovation of existing Toilet, Class Room, Compound Wall, Cycle Stand & MDM with site Development of Biswambar Govt. High School Puri	₹. 71.52	Superintending Engineer, Puri (R&B) Division,	1%	10000.00	“B”	4 (Four) Calendar Month
4	Boundary Wall of the Newly Built Teaching Hospital, SJMCH, Puri	₹. 33.91	Superintending Engineer, Puri (R&B) Division,	1%	6000.00	“C & B”	3 (Three) Calendar Month

1. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in).
2. The Bid documents will be available in the website: [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) from **10.00 AM of dt 18.05.2026 to dt 28.05.2026 up to 05.00 PM** for online bidding.
3. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
4. Bids shall be received only on “on line” on or before **5.00 PM of dt. 28.05.2026**.
5. Bids received on line shall be opened at **11:00 AM on dt 29.05.2026** in the office of the Superintending Engineer, Puri (R&B) Division, Puri in the presence of the 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 last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

6. The Bidder shall transfer online the cost of Bid documents as mentioned in **Col-6** towards cost of the Bid through a process as mentioned under DTCN.
7. Other details can be seen in the bidding documents.
8. The authority reserves the right to cancel any or all bids without assigning any reason.
9. The Addendum/ Corrigendum if any will be hosted in the website only.
10. The bidder shall transfer online the **Earnest Money Deposit/ Bid Security** of the amount specified for the work in the table Col '5' above as part of its bid through a process as mentioned under DTCN.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No:-8340 / Dt.12.05.2026

Copy submitted to the Additional Chief Secretary, Department of Information & Technology, Odisha, Bhubaneswar for information.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No.8341 /Dt.12.05.2026

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

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No:-8342 /Dt.12.05.2026

Copy submitted to the Principal Secretary to Government of Odisha, Works Department, Bhubaneswar for favour of kind information.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No :-8343 / Dt.12.05.2026

Copy submitted to the Engineer-in-Chief (Civil), Odisha, Nirman Soudh, Bhubaneswar, E.I.C., Water Resources, Bhubaneswar, for favour of information and wide circulation.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No:-8344 / Dt.12.05.2026

Copy submitted to the Chief Engineer (DPI & Roads), Odisha / Chief Engineer (Buildings) Odisha / Chief Engineer, R.D.Q. & P, / Chief Engineer, Rural Works-I /II, / Chief Engineer, N.H, / Chief Engineer, P.H (Urban), Odisha, Bhubaneswar, / Chief Engineer (World Bank Projects)/ M.D, O.B & CC Ltd. Bhubaneswar for of information and wide circulation.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No.8345 / Dt.12.05.2026

Copy submitted to the Collector& District Magistrate, Puri for favour of kind information and wide circulation.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No.8346/ Dt.12.05.2026

Copy submitted to the Chief Construction Engineer, Khordha (R&B) Circle / Chief Construction Engineer, Central Circle (R&B) Bhubaneswar/ Superintending Engineer, Bhubaneswar (R&B) Division No-I/II/III/IV/Khordha/ Irrigaion Division, Puri/ Rural Works Division, Puri/RWSS, Division, Puri/Executive Officer, Puri Municipality, Puri of kind information and wide circulation.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No .8347 /Dt. 12.05.2026

Copy to the Executive Engineer, Roads Sub-Division-I / Executive Engineer, Roads Sub-Division-II,Puri / Executive Engineer, Nimapara (R&B) Sub-Division, Nimapara/ Executive Engineer, Building Sub-Division, Puri / Asst. Executive Engineer, GE (R&B) Sub-Division, Puri for information and wide circulation.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No.8348 /Dt. 12.05.2026

Copy to Notice Board/ Sr. Divisional Accounts Officer, Puri / Executive Engineer (Estimator) / Junior Engineer (Estimator)/ Head Clerk/ Cashier /Steno for information and wide circulation.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri



GOVERNMENT OF ODISHA, "e"-PROCUREMENT NOTICE

OFFICE OF THE SUPERINTENDINGENGINEER,  
PURI (R&B) DIVISION, PURI

WORKS DEPARTMENT  
**Short Tender Call Notice**

E-mail: [eerbpuri@yahoo.co.in](mailto:eerbpuri@yahoo.co.in)

Bid Identification No. SE (R&B) Puri-06/2026-27

The Superintending Engineer, Purī (R&B) Division, Purī on behalf of Governor of Odisha inviting percentage rate bid in Double cover/ Single Cover system in ONLINE MODE from the eligible class of contractors registered with the State Governments and contractors of equivalent Grade/Class registered with Central Government / Railways:

1. Nature of Work : Civil works.
2. No of Work :4 Nos
3. Tender Cost :Rs. 10,000/-Rs. 6000.00 (On-Line)
4. Class of bidders :C & B Class
5. Available of Bid document in the Website :From 10.00 AM of Dt.18.05.2026 to Dt.28.05.2026 up to 5.00 PM
6. Last Date of receipt of tender :Dt.28.05.2026 up to 05.00 PM
7. Date of opening of Bid :Dt.29.05.2026 at 11:00 AM
8. The Bidders have to participate in ONLINE bidding only. Further details can be seen from the Website: <https://tenderodisha.gov.in> . Any Addendum / Corrigendum / Cancellation of tender can also be seen in the said website.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

Memo No.8349/ Dt. 12.05.2026

Copy forwarded to the Deputy Director (Advertisement), and Deputy Secretary to Government, I&P. R Department, Odisha, Bhubaneswar with a request to get it published in 2 No. of leading Odia Daily and 1No.of National English Daily News Paper at an early date for wide circulation of the tender call notice.

**Since, the date of receipt of bids starts from 18.05.2026, it is requested that the "Invitation of Bids" may be published on or before dt.17.05.2026.**

Complimentary copy of the News Papers containing the tender call notice may be sent to this office for reference and record.

Sd/-  
Superintending Engineer,  
Puri (R&B) Division, Puri

**CHECK LIST TO BE FILLED UP BY THE BIDDER**

Name of the work: **“Repair & Renovation Toilet Block with Corridor Connection, New Compound wall & drain of Biswambar Govt. High School, Puri”**

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper in case of down loading <b>Rs. 10,000.00 to be submitted on line.</b>	D.T.C.N Clause No.04			
02.	E.M.D for <b>Rs.68,773.00 to be submitted online</b>	D.T.C.N Clause No.06			
03.	Copy of valid registration certificate	D.T.C.N Clause No.07			
04.	Copy of valid GSTIN clearance certificate	D.T.C.N Clause No.07			
05.	Copy of PAN Card	D.T.C.N Clause No.07			
06.	No Relationship Certificate in Schedule–A	D.T.C.N Clause No.12			
07	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.11			
08.	Affidavit (Schedule-F)	D.T.C.N Clause No.11			
09	M.O.U with the registered electrical (HT/MV) Contractor As per <b>Schedule-G</b>	D.T.C.N Clause No.11			
10 (A)	Tools & Plants and Machineries as per the requirement in Schedule-C ( Minimum 80% marks to be obtained) (proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoice/ required sale deed in case of 2 <sup>nd</sup> purchase / required lease deed with owner ship documents of the leaser duly attested)	D.T.C.N Clause No.10			
<b>Sl. No</b>	<b>List of Plants &amp; Equipments</b>	<b>Requirement</b>			
1	Truck/Tipper	2 No			
2	Generator	1 No			
3	Concrete Mixture	1 No			
4	Needle Vibrator	1 No			
5	Plate Vibrator	1 No			
6	Centering shuttering materials	100 Sqm			
B	Certificate by the Superintending Engineer under whom the machineries /equipments are deployed as per Annexure-III of Schedule-C	D.T.C.N Clause No.10			
C	Time Schedule for movement of equipments/ machineries available with the tenderer from one site to work site as per Annexure-IV of Schedule-C	D.T.C.N Clause No.10			

**OFFICE OF THE SUPERINTENDING ENGINEER, PURI (R&B) DIVISION, PURI**  
**CONTRACT DATA**

**A. GENERAL INFORMATION**

SI No	Particulars	Details
1	Bid Identification No.	<b>S.E.(R&amp;B)PURI-TCN-06 of 2026-27</b>
2	Name of the Work (Clause No.1 of DTCN)	<b>Repair &amp; Renovation Toilet Block with Corridor Connection, New Compound wall &amp; drain of Biswambar Govt. High School, Puri</b>
3	Officer inviting tender	Superintending Engineer, Puri(R&B) Division Puri
4	Accepting Authority	Superintending Engineer, Puri(R&B) Division Puri
5	Estimated Cost(ClauseNo.1ofDTCN)	<b>Rs. 68,77,254.00</b>

**B. BID INFORMATION**

6	Intended completion period/Time period assigned for Completion as per clause 8 of DTCN	04 (Four) Calendar Months	
7	Last Date & time of submission of Bid (Clause No. 2 of DTCN.)	<b>Time:05.00PM</b> <b>Date:28.05.2026</b>	
8	Cost of Bid Document (Clause No.4 of DTCN.)		
	i	Payment to be made Online only	<b>Rs.10000.00 in online</b>
	ii	In favour of	Superintending Engineer, Puri(R&B) Division, Puri
	iii	Payable at	Puri
9	Bid Security(Clause No.6 of DTCN.)		
	i	Amount	<b>Rs.68,773.00 is to be submitted in online</b>
	ii	Pledged in favour of	Superintending Engineer, Puri(R&B) Division, Puri
	iii	Payable at	Puri
	iv	Type of instrument	Online Payment as specified in the Bid document
10	Period of submission of Bid	<b>From 10:00 AM on Dt.18.05.2026 to 05:00 PM on dt.28.05.2026.</b>	
11	Date of opening of Technical Bid	<b>At 11.00 AM on Dt.29.05.2026</b>	
12	Bid validity period (Clause No.9 of DTCN.)	<b>90 days</b>	
13	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 10 (v) of DTCN.	04 (Four) Calendar Months	
14	Currency of Contract	Indian Rupees	
15	Language of Contract	English	

# **Procedure to participate in online bidding e-procurement Government of Odisha Works Department Office Memorandum**

**File No.O7556900042013(Pt-II)-7885/W,Dated.23.07.2013.**

## **Sub: Codal Provisions regarding –Procurement.**

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedure has been issued in Works Department Office Memorandum No.1027Dt.24.01.2009 which consists of the procedural requirement for E-procurement of bids. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX (A)of OPWD Code Vol-11.) as follows:

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

#### **Executive instructions regarding calling for and acceptance bids in e-Procurement.**

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Bid Call Notice or Instruction to Bidder for all “works” bids hoisted in the portal.
2. The e-procurement portal of Government of Odisha is“ <https://tendersodisha.gov.in> “.
3. Use of valid Digital Signature Certificate of appropriate class(Class II or class III) issued from Registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all bids costing 10lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of bids by any other Departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/OPWD code /Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-Procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e- Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management “Department” is the Administrative Department, Organization or wing is the Chief Engineer or highest bid accepting authority or equivalent officer, Division is the Superintending

Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.

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

11.1 Application Administrator (NIC & State Procurement Cell)

- i. Master Management
- ii. Nodal Officer Creation
- iii. Report Generation
- iv. Transfer of Officer's login ID.
- v. Blocking & unblocking of officer's and bidder's login ID.

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

- i. Creation of Users
- ii. Role Assignment
- iii. Report Generation
- iv. Transfer of Officer's login ID
- v. Blocking & unblocking of officer's Login ID.

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

- i. Publishing of Bid
- ii. Publishing of Corrigendum / addendum / Cancellation of Bid
- iii. Bid Clarification
- iv. Uploading of Pre-Bid minutes.
- v. Report generation.

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

- i. Creation of Bid
- ii. Creation of Corrigendum / addendum / cancellation of Bid
- iii. Report generation.

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

- i. Opening of Bid

11.6 Procurement Officer Evaluator (Generally Sub-ordinate Officer to Officer Inviting Bid)

- i. Evaluating Bid

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

i. To take up auditing

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

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

12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal.

Simultaneously, a notification should also be published in the news papers, as per existing rules preferably, in the following format, to effect economy: -

Government of Odisha “e” procurement Notice Bid Identification No.-----

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

2. Estimated cost: Rs.....

3. Period of completion.....

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

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

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

Further details can be seen from the e-procurement portal <https://www.tendersorissa.gov.in>

The bid documents published by the Bid Inviting Officer (Procurement Officer Publisher) in the website <https://bidsodisha.gov.in> will appear in the “Latest Active Bid”. The Bidders 1 Guest Users can download the Bid documents only after the due date & time of sale. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the ‘Notice inviting Bid’ after which the same will be removed from the list of “Latest Active bids”.

## 13. ISSUE OF ADDENDUM/CORRIGENDUM / CANCELLATION NOTICE:

13.1 The Procurement Officer Publisher (Officer inviting Bid) shall publish any addendum/corrigendum cancellation of bid in the website. <https://bidsodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

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

## 14. CREATION AND PUBLISHING OF BID:

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

14.2 The bid document comprise the notice inviting bid, bid document1 SBD, drawings in pdf format and the schedule of quantities/ BoQ in XIS format to be uploaded by the Officer inviting Bid.

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

## **I. BASIC DETAILS**

11. 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 Bid Cost, EMD, GST, PAN, Contractor RC. Pdf  
Affidavits, undertakings and any other document as per SBD/DTCN.Pdf

1. Fee/Prequal /Technical BoQ xls

b.) For Two Cover/Packet:

Sl. No. Cover Type Document Description Type Bid Cost, EMD,GST, PAN, Contractor RC.

1 Fee/ Prequal/Technical/Pdf

Finance, Affidavits, undertakings and any other document as per SBD/DTCN.Pdf

2 FinanceBoQxlsSpecialconditionifanyspecificallymentionedbyOfficerInvitingBidPdf

**iii. BID DOCUMENT: -The Procurement Officer Administrator should upload the NIT in .pdf format.**

### **iv. WORKITEMDETAILS**

**v. FEEDBACK:** The Procurement Officer Administrator should mention the cost of bid paper and EMD amount as laid down in DTCN/SBD.

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

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

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

**ix. PUBLISHING OF BID:** The Procurement Officer Publisher shall publish the bid using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish bids for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charge she has to surrender the additional DSCs to the Nodal Officer of the concerned Organization.

## **15. PARTICIPATION IN BID:**

**15.1 PORTAL REGISTRATION:** The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal /official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/ She have 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) 1 GST Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is as per with validity of RC/GST Clearance. Any change of information by the bidder is to be re authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1. I 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.

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

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

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

**15.4 CLARIFICATION ON BID:** The bidder may ask question related to bid online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in bid call notice 1 Bid. The Officer Inviting the Bid/Procurement Officer-Publisher will clarify queries related to the bid.

## **15.5 PREPARATION OF BID**

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

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

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

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

15.6.2. The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the

successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD /BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

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

15.6.4. The bid accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the bid. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in bid for 3 years and will be black listed by the competent authority. In such a situation, successful L-2bidder will be required to produce his original documents for consideration of his bid at the negotiated rate equal to L1bidder.

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

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

## **16. SUBMISSION OF BID:**

16.1. The bidder shall carefully go through the bid and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD, GST, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

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

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

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

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

16.5.1. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of

the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher / opener before the due date and time of opening.

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

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

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

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

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

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

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

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

16.6. SIGNING OF BID: The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

## **17. SECURITY OF BID SUBMISSION:**

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

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

## **18. RESUBMISSION AND WITHDRAWAL OF BIDS:**

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

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

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

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

18.5. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading

scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

## **19. OPENING OF THE BID:**

19.1. Bid opening date and time is specified during bid creation or can be extended through corrigendum.

Bids cannot be opened before the specified date & time.

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

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

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

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

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

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

## **20. EVALUATION OF BIDS:**

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

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

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

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

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

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

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

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

20.06.3. The responsive bidders’ name, bid prices, item wise rates, total amount of each item in case of item

rate bid and percentage above or less in case of percentage rate bids will be announced.

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

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

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

## **21. NEGOTIATION OF BIDS:**

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

## **22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

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

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

22.3. If the L-1 bidder does not turn up for agreement after finalization of the bid, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/JV/firm where such an agency/firm already happens to be or is going to be a partner /member /proprietor, he/they shall neither be allowed for participation in bidding for three years nor his /their application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the bid will be cancelled.

## **23. BLOCKING OF PORTAL REGISTRATION:**

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

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

23.3 The Officer Inviting Bid 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. There after the Officer Inviting Bid is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration

within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/Heads of Office if any of the following provisions are violated.

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

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

23.3.3. Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly the Officer Inviting Bid shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING BID for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

## **24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:**

### **24.1. UNBLOCKING OF PORTAL REGISTRATION:**

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

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

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

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

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

24.5. After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2<sup>nd</sup> time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting bid to issue show cause notice to the contractor

asking him to explain as to why his portal registration shall not remain blocked. On receipt of showcause reply from the contractor the officer inviting bid shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting bid to initiate proceeding for blacklisting as per the existing rule.

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix- IX to OPWD Code, Vol-II.
3. Accordingly Office Memorandum No.1027dt24.01.2009 stands modified.
4. This has been concurred in by the Finance Department vide their U.O.R.No.3-WF-Idt.04.01.2013.

**Sd/**

**EIC-CUM SECRETARY TO GOVERNMENT**

## **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 phase (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/ NEEFT/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.
  - iii) Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
  - d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
  - e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a lot of "Bid Id" generated in the acknowledgement receipt for tracking their bid status.
- 6. Settlement of Cost of Tender Paper;**
- a) **Cost of Tender Paper:** In respect of Government receipts on account of Cost of Tender Paper, the e- Procurement portal shall generate a MIS for the State Procurement Cell(SPC).The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise-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 Service-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 remit the Earnest Money Deposit on submission/cancellation of bids to respective bidders accounts as per direction received from TOA 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 appropriated head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W. Remittances-1683-Remittances-91028-Remittances in to Treasury) after taking the amount as are venue receipt in their Cash Book under the head 0075-Misc. General Services-00-101-Unclaimed Deposit-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 of 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 carryout their role as state below.
- e) 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 authorized Banks for mapping/customization.
- b) In every working day, the State procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government Account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender Inviting Authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments/ State PSUs/ Autonomous Bodies/ ULBs through 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 Information 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 organizations 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 authorized 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 Information 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 somoto or on being brought to its notice, the State Procurement Cell, Odisha, 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.

**ANNXURE-1**

**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 Department	<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-OtherReceipts-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 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 Cost of Tender Paper 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 EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank 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>

**OFFICE OF THE SUPERINTENDING ENGINEER,  
PURI (R&B) DIVISION, PURI  
DETAILED TENDER CALL NOTICE FOR BUILDING WORKS**

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1. Sealed **percentage rate** bids are invited on **ONLINE in Double cover system** from 'B' Class contractors registered with the State Governments and contractors of equivalent Grade/ class registered with Central Government / Railways for **Building work** 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 "**Repair & Renovation Toilet Block with Corridor Connection, New Compound wall & drain of Biswambar Govt. High School, Puri**" at an estimated cost of **Rs. 68,77,254.00** only. The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word "**Item rate**" shall be replaced by "**Percentage rate**" and the contract will be named as **P-1. Bids from Joint Venture are not allowed.**
2. The Bid documents are available from official website of Government: <https://www.tendersodisha.gov.in> from **10:00 AM of Dt. 18.05.2026 up to 05:00 PM of Dt. 28.05.2026**. The last date and time of submission of Bid is as per contract data.
3. The Bid documents will be opened by the assigned officer in the office of the Superintending Engineer, Puri (R&B) Division, Puri at **11:00 AM on Dt.29.05.2026** in presence of the bidders or their authorized representatives who wish to attend.
4. The Payment towards the cost of Bid document of **Rs. 10,000/-** should be made online only. Any bid submitted online without online payment of **Rs. 10,000/-** towards cost of Bid document shall be liable for rejection summarily. No other mode of payment of cost of Bid documents is acceptable.
5. The bid is to be submitted in one covers.
  - (i) **Cover-I** is to contain scanned copy of Registration Certificate, PAN Card, valid GSTN, undertaking/certificates duly filled, affidavit documents required as per the relevant clauses of this DTCN.
  - (ii) **Cover-II-** The price bid duly filled in and signed by the bidder
6. The bidders shall have to furnish the "**EMD/ Bid security**" **Rs. 68,773.00** should be made online only. No other mode of payment of EMD/ Bid Security is acceptable. Bid accompanied by online cost of Bid document and EMD shall be liable for rejection. Bidders desirous to hire machineries or equipment are from outside the State or owned but deployed outside the state are required to remit online additional one percent (1%) EMD/ Bid Security. However, the bidder claiming for exemption/ relaxation of EMD amount must submit as affidavit separately for such purpose along with the documentary proof of the claim.
7. The intending bidders are required to produce documents viz original Registration Certificate, valid GSTN, PAN Card 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, preferably within three working days from the date of opening of the tender. Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection.
8. The work is to be completed in all respects within the time period as specified in the Contract Data. Bidders whose bid is accepted must submit a work programme prior to execution of Agreement.
9. All bids received will remain valid for a period as specified in the Contract Data after the dateline for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
10. (i)The Contractors are required to furnish evidence of ownership of principal machineries /equipment's in Schedule-C as per Annexure-I for which contractor shall have to secure minimum 80% of marks failing which the tender shall be liable for rejection.
  - (ii) In case the contractor executing several works he is required to furnish a time schedule formovementofequipment/machineryfromonesitetoworksiteofthetenderedwork in Annexure- IV of **Schedule-C**.
  - (iii) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged and produce certificate from the

Superintending Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Superintending Engineer of Government of Odisha or Engineer-in-Charge of the project (in case of non-Government projects) under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender

- (iv) In case the contractor proposes to engage machineries and equipment's as asked for in the tender document, owned or hired but deployed outside the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a period as to be able to execute an item of work as per original programme which will be part of the agreement.
- (v) The contractor intending to hire/lease equipment's/machineries are required to furnish proof of ownership from the company/person providing equipment's/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 as mentioned in contract data from the last date of receipt of Bid .
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 financial years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an affidavit at the time of submission of bid about the authentication of bid. An affidavit to this effect is to be furnished in **Schedule-F & M.O.U** with electrical Contractor having valid license from ELBO in **Schedule- G** Non furnishing of the scanned copy of information in **Schedule – E** , required affidavit in Schedule –F and Required information in Schedule-B the bid document will be treated as non-responsive subject to the decision of the Tender Inviting Authority.
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**.
13. (i) Each bidder is to submit along with bid a note regarding his experience on execution of
- a) Name of the Project:-
  - b) Estimated cost:-
  - c) Total length of Project:-
  - d) Major Items of work:-
  - e) Quantity of items:-
    - i)As per Agreement:-
    - ii)As per execution:-
  - f) Date of Commencement:-
  - g) Stipulated date of Completion:-
  - h) Actual date of completion:-
  - i) Other details if any:-
- (ii) ~~Each bidder is to submit along with bid a note regarding his experience on execution of similar nature of work~~
- iii) ~~The bidder must have executed at least one/ more similar nature (permanent signage) of work not less than 20 lakhs in a single financial year during last 3 years i.e 2023-24, 2024-25 & 2025-26. The work completion certificate should be certified by the concerned Superintending Engineer / Divisional Officer.~~
- iv) Deleted

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 (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
16. If the application is made by a firm in partnership, it shall be signed (with DSC) 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 (with DSC) by a 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 online in English.
20. Submission of more than one tender by a bidder for a particular work will be liable for rejection of all such tender papers.
21. Percentage Rate Contract  
In case of Percentage Rate tender, :-
  - (i) The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.
  - (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 offered 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 & Sl. No. of the work (as per IFB) to which they refer.
  - (iii) The Contractor will quote percentage excess/less upto two decimal points only.
  - (iv) In the P1 contract 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 cannot 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. 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. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
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. 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 cannot be entertained.
25. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.
26. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
27. **Additional performance Security in case of Abnormally Low Bids (ALBs):**  
**as per Office Memorandum No.173 dtd. 03.01.2026 of Works Department, Government of Odisha)**

**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.

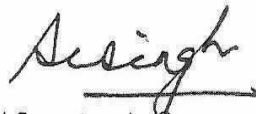
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

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 is accompanied in Single Cover. 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 invalid at the contract and no extra monetary compensation, will be entertained.
- ii) 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 bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
32. (i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer- in- charge prior to Expiry of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the “Letter of Acceptance”) will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the “Contract Price”).
- ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per Clause 27 of DTCN in form of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the Superintending Engineer, Puri (R&B) Division, Puri and payable at Puri 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 equipment’s/machineries from outside the State if any)and sign the agreement in the PWD FormP-1 for the fulfillment of the contract in the office of the Superintending Engineer Puri (R&B) Division, Puri and payable at Puri or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1agreementshallbe retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement. In the event of submission of online Initial Security Deposit, the modality of such payment shall be infirmed through LOA.
- iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
- a) The notice inviting bid, all corrigenda, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading

thereto & required amount of performance security including additional performance security.

- b) Standard P.W.D. Form P-1 with latest amendments.
  - iv) Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after One year of the actual date of completion of the work and payment of the final bill and Refundable Security Deposit will not carry any interest.
  - v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders / tenderers back out from the offer before acceptance of tender by the competent authority.
  - vi) Amendment to Para 3.5.18 note –viii of OPWD code Vol-I WD office Memorandum no 12366 dt8.11.2013. Before acceptance of tender the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within stipulated time and in case of failure on the part of the agency to achieve mile stone liquidated damage will be imposed.
33. 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.
  34. 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.
  35. Bidders are required to abide by the fair wages clause as introduced by Government 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.
  36. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Government The contractor shall not employ child labour. The decision of the Superintending Engineer is final and binding on the contractor.
  37. The contract or 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, all 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 Government for temporary occupation of land owned by Government 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 equipment's 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.

38. 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.
39. 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.
40. 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.
41. 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.
42. 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 all the offices issuing the documents during office hours every day except on 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.
43. 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.
44. 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 MoSRT&H, Government of India. MoSRT&H Specification for Road & Bridgework (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
45. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
46. 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.
47. 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.
48. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50)Kg.
49. 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.
50. 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.
51. 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 there after become due to the bidder or from his security deposit or from the proceeds of sale thereof.
52. 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.

53. 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. (DELETED As Department will not supply any material)
54. 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.
55. The Departmental issue of cement and steel indicated may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
56. 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 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.
57. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D/s.
58. 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.
59. After completion of the work the contractor shall arrange at his own cost all requisite equipment's for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
60. 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. The stack of road metal and gravel will be measured in boxes of  $1.5\text{m} \times 1.5\text{M} \times 0.5\text{M}$  which will be taken as  $1.5\text{m} \times 1.5\text{M} \times 0.44\text{M} = 1\text{ Cum}$ . The soling stones will be measured in the suitable stacks with deduction for voids @  $1/6$  of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
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 Department Road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
64. Sinking of wells shall be measured as per MoSRT&H Specifications for Road & Bridge works (Latest Revision).
65. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and de-silting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
66. 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.
67. When resort has to be made for sinking the wells by airlock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.
68. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate.

69. For concreting the bottom plugs of well under the method of providing concrete should be either with termite or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the Department.
70. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
71. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
72. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
73. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
74. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X- Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost. The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
75. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
  - 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 contract or 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.
  - e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
76. The thickness of cement concrete in top plugging should be as per Departmental drawing.
77. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work this tolerance, the contractor shall carryout. Suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
78. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
79. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MoSRT&H Specification for Roads & Bridge works (Latest Revision).
80. No claim for carriage of water what-so-ever will be entertained.
81. 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.

82. 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. Likewise, '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 Government 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**.

83. 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.

84. 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.

85. 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 into account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in – Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

86. The prevailing percentage of TDS as notified by I. T. Department shall be deducted from the gross amount of the Contractor's bill towards income tax.

87. The amount put to Bid is GST Neutral. Prevailing rate of GST on the gross amount of the bill will be paid extra as per the modalities framed by the Government.

88. The contractor is required to pay royalty to Government 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 him in the work will be recovered from their bills and online credited to proper head of account.

89. CESS @ 1 (one)% of the amount of the estimated cost as per Tender notification read with latest corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment of each bill.

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

91. 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.

92. 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.
93. 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.
94. Any defects, shrinkage or other faults which may be noticed within **12 (twelve) calendar 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 incase of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12 (twelve) calendar months** from the date of successful completion of the work.
95. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Government 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, rioter any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

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OFFICE MEMORANDUM

No.07556900242019- 8189 /W., dated 7.6.21

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 & Lubricants and Plant and Machineries, Spare Components vide Works Department Office Memorandum No.15847/W dated 19.11.2019, which was effective from the date of issue of the said Office Memorandum.

2. Now, in continuation of this, Government have been pleased to order that the Price Adjustment clause due to increase or decrease in rate and price of Labour, Materials, Fuels & Lubricants and Plant and Machineries, Spare Components issued vide Works Department O.M. No.15847/W dated 19.11.2019 will be effective for the period retrospectively from 07.07.2012 to 18.11.2019 subject to the following stipulations;

- i. Administrative Department will have complete proof (including documentary proof) for cost escalation in terms of actual work done.
- ii. A certificate has to be signed by competent authority, if delay is not due to the actions of contractor concerned.
- iii. If there are avoidable administrative delays, responsibility has to be fixed on Government Servants concerned for cost escalation and a consolidated Action Taken Report in this matter be submitted to Finance Department.

3. This has been concurred in by Finance Department vide their OSWAS File No. FIN-WF1-MISC-0031-2019.

By Order of Governor

  
(Dr. Krishan Kumar)

Commissioner-cum-Secretary to Govt.

Memo No. 8190 W., dated 7.6.21

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha for kind information.

*Sigval*  
FA-cum-Additional Secretary to Govt.

Memo No. 8191 W., dated 7.6.21

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

*Sigval*  
FA-cum-Additional Secretary to Govt.

Memo No. 8192 W., dated 7.6.21

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

*Sigval*  
FA-cum-Additional Secretary to Govt.

Memo No. 8193 W., dated 7.6.21

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

*Sigval*  
FA-cum-Additional Secretary to Govt.

Memo No. 8194 W., dated 7.6.21

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

*Sigval*  
FA-cum-Additional Secretary to Govt.

Memo No. 8195 W., dated 7.6.21

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

*Sigval*  
FA-cum-Additional Secretary to Govt.

Memo No. 8196 W. dated 7.6.21

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

FA-cum-Additional Secretary to Govt.

Memo No. 8197 W. dated 7.6.21

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

FA-cum-Additional Secretary to Govt.

Memo No. 8198 W. dated 7.6.21

Copy forwarded to Accounts-I Section/Accounts-II Section/Road Section/Plan Section/Building Section/Budget Section/NHis Section/FC&AA Section/EAP Cell/Legal Cell, Works Department for information and necessary action.

FA-cum-Additional Secretary to Govt.

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

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

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

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

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

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

- (a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in following Paras.
- (c) Following expressions and meanings are assigned to the work done during each month.  
R=Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

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 I for adjustment of prices are:

**i) Adjustment of Other Materials Component:**

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

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

$V_M$  = Increase or decrease in the cost of work during the month under consideration

Due to changes in rates for local materials other than cement, steel, bitumen and POL.

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

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

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

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

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

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

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer in charge.

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

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

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

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

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

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

C<sub>0</sub>=The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

C<sub>i</sub>=The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P<sub>c</sub>=Percentage of Cement Component of the work.

**(iii) : Adjustment for Steel Component**

Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula  $V_s = (S_i - S_0) \times \text{Actual quantity of steel utilized in the work during the quarter under consideration.}$

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

V<sub>s</sub>=Increase or decrease in the cost of work during the month under consideration due to change in the rates for Steel.

S<sub>0</sub>=The all India wholesale price index for steel (Mid Steel Long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

S<sub>i</sub>=The all-India wholesale price index for steel (Mid Steel Long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P<sub>s</sub>=Percentage of steel component of the work.

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

**(iv) : Adjustment of Bitumen Component.**

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

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

V<sub>b</sub>= Increase or decrease in the cost of work during the month under consideration due to change in the rates for bitumen.

B<sub>0</sub>= The official retail price of bulk bitumen at the IOCL/ BPCL depot at nearest centre on the day 28 days prior to date of opening of Bids.

B<sub>i</sub>= The official retail price of bulk bitumen at IOCL / BPCL depot at nearest center for the 15<sup>th</sup> day of the month under consideration.

P<sub>b</sub>= Percentage of bitumen component of the work.

**(v) : Adjustment towards differential cost of pipes.**

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

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

V<sub>pi</sub>= Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

P<sub>pi</sub>= Percentage of pipe component of the work.

P<sub>i1</sub>= All India wholesale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P<sub>i0</sub>= 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.

**96(b): REIMBURSEMENT/ REFUND DUE TO STATUTORYRISE IN COST OF MINIMUM WAGES BY GOVERNMENT:**

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

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

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

**i) Adjustment of Labour Component:**

Price adjustment for increase of 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 for local labour.

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

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

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

**96I: REIMBURSEMENT /REFUND DUE TO VARIATION IN PRICES OF P.O.L:**

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

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

**i) Adjustment of POL (fuel and lubricant) Component**

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

$$V_f = 0.85 \times P_1 / 100 \times R_x (F_1 - F_0) / F_0$$

**V<sub>f</sub>**= Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

**F<sub>0</sub>**= The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC/BPCL/HPCL at nearest center on day 28 days prior to the date of opening of Bids.

**F<sub>1</sub>**= The official retail price of 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.

**P<sub>1</sub>**= Percentage of fuel and lubricants component of the work.

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

**Adjustment for Plant and Machinery Spares Component:**

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

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

**V<sub>p</sub>**= Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares.

**P<sub>0</sub>** = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction of 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

**P<sub>1</sub>** = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

**P<sub>1</sub>**= Percentage of plant and machinery spares component of the work.

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

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

SI No	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1	Cement	Grey Cement	Ordinary Port Land cement
2	Bars & Rods	Rebars	Mild Steel Long products
3	Heavy Machinery & Parts	Construction Machinery	Manufacture of machinery for mining, quarrying & construction

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

### Percentage Table

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

Note:- Further break up may be worked out considering the consumption of cement, steel, bitumen, pipe and plant & Machinery Spare Component in the concerned works and shall be provided in the bid document in shape of “ **Schedule of Adjustment Data**” as an **Appendix to Bid**” (enclosed herewith)

961:APPLICATION OF ESCALATION CLAUSE:

- i) The contractor shall for the purpose of availing reimbursements/refund of differential cost of steel, bitumen, cement, pipes, 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 three to which he may be in a position to supply.

The following percentage will govern the price adjustment for the entire contract for different types of works an applicable given in the following table:

**Appendix to Bid Schedule of Adjustment Data**

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

Cl.No31of F2/P1 contracts Sl. No	Index description	Source of Index	Base Value	Base Date	Weight age of Item
31(a)(i)	Other Materials	All India whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(a)(ii)	Cement	Wholesale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt of India, Ministry of Commerce and Industry			
31(a)(iii)	Steel	Wholesale price index for steel (Mild Steel-long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(a)(iv)	Bitumen(VG-30)	Official retail price of bulk bitumen at the Nearest IOC/HPCL depot			
31(a)(v)	Pipes	Wholesale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31(b)	Labour	Minimum Wage notified by the Labour and Employee’s State Insurance Department of Government of Odisha, India			5%

31I	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL consumer pump depot			5%
31(d)	Plant and Machinery	Whole sale price index for manufacture of Machinery for Mining, Quarrying and construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
			Total		100%

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

97. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance , lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
98. The contractor has to arrange the land required for borrowing earth if necessary for the road 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.
99. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an 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 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.
100. The bidder should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the 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.
101. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
102. 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.
103. 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 MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
104. 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.
105. The contract or should attach the certificate in taken of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
106. 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.
107. 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.
108. 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.
109. 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.
110. 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 10<sup>th</sup> and 16<sup>th</sup> 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 summarily 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 whichever is earlier for record.

111. Number of tests as specified in I.R.C./MoSRT&H/I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Government 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.
112. i) Besides, the firm / contractor shall install fully fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.  
ii) 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.  
iii) After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
113. 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 Government 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 leviable. These charges will be fixed by the Engineer-in-charge from time to 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 equipment's, 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 Government 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 fulltime chaukidar 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 authorized 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 charges will be calculated according to the entries in the log book 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 Government 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.

Whereas the hirer desirous of hiring the tools and plants of the P.W. Department of the Odisha Government and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And whereas Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions herein after mentioned.

Now it is hereby 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 Government 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 work shop at headquarters of concerned Superintending Engineer as per Contract Data.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (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 headquarters of concerned Superintending Engineer as per Contract Data 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.
- (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. \_\_\_\_\_ 2. \_\_\_\_\_

Signed sealed and delivered in the presence of

1. \_\_\_\_\_ 2. \_\_\_\_\_

- 114. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
- 115. 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 halfway/recession of contract.
- (d) Past record of in-ordinate delay incompletion of the work.
- (e) Past history of litigation.

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

117. In case the 1<sup>st</sup> 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 disincentivizing the tenderer.

118. **ADDENDUMTOTHECONDITIONOFP1CONTRACT**

Clause-2(a) of P-1Contract:-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. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause No. 2.1.3 of P-1 Contracts

2.1.3. Howing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.4. 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, 1/4<sup>th</sup> 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, 3/4<sup>th</sup> of the whole of the work before 3/4<sup>th</sup> of the whole time allowed under the contract has elapsed.

2.1.5. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

2.1.6. 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.

2.1.7. 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 15<sup>th</sup> 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 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 Superintending 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 there scheduled milestone (s) in terms of Clause 2.5 of P-1 Contract, 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 **Management Meetings.**

- 2.4.1. 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.
- 2.4.2. 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 P1 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 realized from the contractor as penalty.

#### 2.5. **Bonus for early completion**

##### 2.5.1 Amendment to Para3.5.5 (v) Note–iii of OPWD Code Vol.-I by inclusion

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 Superintending Engineer, Chief Engineer & the Administrative Department. The incentive for timely completion should be on a graduated scale of one percent to 10 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

- Before 30% of the contract period= 5% of contract value.
- Before 20% to 30% of the contract period=4% of contract value.
- Before 10% to 20% of the contract period=3% of contract value.
- Before 5% to 10% of the contract period=2% of contract value.
- Before 5% of the contract period=1% of contract value.

The amount of bonus, if payable shall be paid along with final bill after completion of work.

119. 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 black listed

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

- 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.

120. **EIGIBILITY CRITERIA:-**To be eligible for qualification, applicants shall furnish the followings.

- a. The EMD/ Bid Security of **Rs. 68,773.00** as per the Clause No. 06 and Cost of Bid document as per Clause No.04 of DTCN should be made online only. No other mode of payment shall be acceptable.
- b. Scanned Copy of valid Registration Certificate, Valid GSTN, PAN Card along with the tender documents as per Clause No.07 of DTCN.
- c. Information regarding (i) Evidence of ownership of principal machineries / equipment's in **Schedule-C** as per Annexure-I of **Schedule-C** (ii) **Annexure-III** of **Schedule-C**& (iii) **Annexure- IV** of Schedule-C if required as per Clause No.10. Scanned copy of all documents is to be furnished with the bid.
- d. Information in scanned copy regarding current litigation, debarring /expelling of the applicant or Abandonment of work by the applicant in **schedule "E"** and affidavit (**Schedule F**) to that effect including authentication of tender documents and Bank guarantee in **schedule "F"** as per Clauses as per Clause No 11 of DTCN.  
11. No Relation Certificate in **Schedule-A** as per Clause 12.
- e. The Engineer Contractor seeking for availing exemption of EMD as an Engineer Contractor Certificate holder has to submit an affidavit that, he has not availed exemption of EMD in tender more than two works during the current financial year.

121. **RESERVATIONS OF THE TENDER INVITING AUTHORITY:-**

- 1. If any bonafied mistake or omission in the wording & description of any clause in DTCN is left unnoticed & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. Superintending Engineer Puri (R&B) Division, Puri reserves every right to correct that and all purchasers will abide by that correction
- 2. Similarly, if any bonafied arithmetical error or mistake /omission in wording of any item or Unit of item etc. is left in the Bill of Quantity (Price Bid) unnoticedly & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. Superintending Engineer Puri (R&B) Division, Puri reserves every right to correct that and all purchasers will abide by that correction.
- 3. (i) In case of doubt / confusion / ambiguity on any score regarding qualification or disqualification of any tender for the bid and which is not specifically covered in the above clauses of the DTCN, then the decision of the authority inviting the tender i.e. Superintending Engineer Puri (R&B) Division, Puri will be final & binding to all concerned for all purposes.  
(ii) Similarly, after the drawl of the agreement with the contractor, in case of any controversy during execution of the work, then the decision by the Engineer-in-charge of the work i.e. the Superintending Engineer concerned within his limitations /power, will be final & abiding to the contractor, if not categorically specified in the clauses of DTCN or Agreement.
- 122. In case of ambiguity between clauses of this DTCN and the P1 contract form, the relevant clauses of the P1 contract form shall prevail over the DTCN. The clauses not covered under P1 contract form shall be governed by the clauses of the DTCN.
- 123. That, for the purpose of determining the jurisdiction in the event of any dispute in the contract, it 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 with regard to the matter by this contract at any place outside the State of Odisha.

124. The Authority reserves the right to cancel the tender without assigning any reason thereof.
125. The Codal & Contractual provision regarding Price Adjustment in works Contract are added in the agreement as per Clause No. 35 of DTCN.
- Total:-125(One hundred Twenty-five) clauses only.

Approved

Superintending Engineer,  
Puri (R&B) Division, Puri

**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, Government 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:-

**ANNEXURE-I OF SCHEDULE-C**

**LIST OF PLANT AND EQUIPMENTS TO DEPLOY ON THE CONTACT WORK**

**(MINIMUM REQUIREMENT)**

<b>SI No</b>	<b>List of Plant &amp; Equipments</b>	<b>Requirement</b>	<b>Marks</b>	<b>Remarks</b>
1	Truck/Tipper	2 No	20	
2	Generator	1 No	15	
3	Concrete Mixture	1 No	15	
4	Needle Vibrator	1 No	15	
5	Plate Vibrator	1 No	15	
6	Centering shuttering materials	100 Sqm	20	
			<b>100</b>	

**NOTE:-**

1. Capacity of each plant and equipment should be as per specification attached separately.
2. 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 to the work.
3. The Equipment mentioned above must be included in Schedule-C and clearly indicate as "Owned/ Leased)
4. The above list is not exhaustive. All other machinery/ equipment's as well are required for satisfactory completion of the work shall have to be deployed by the agency.
5. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

**ANNEXURE-II OF SCHEDULE-C**

**CAPACITY OF PLANTS AND EQUIPMENTS**

<b>1. Truck/ tipper- ..... having minimum capacity</b>
<b>2. Concrete Mixture:- ..... having capacity</b>
<b>3. Generator:- ..... having capacity</b>
<b>4. Plate Vibrator..... having capacity</b>
<b>5. Needle Vibrator:- ..... having capacity.</b>
<b>6. Centering Shuttering materials .....having capacity</b>

Note -The capacity of T & P as mentioned Annexure-I of schedule C should be applicable for this work

Sl No	Name of the machineries/ equipment's	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

**ANNEXURE-III OF SCHEDULE-C**

**CERTIFICATE TO BE ISSUED BY THE SUPERINTENDING ENGINEER UNDER WHOM THE MACHINERIES/ EQUIPMENTS ARE DEPLOYED**

Certified that,

1. I have verified the ownership documents with the identification no... of the machineries/ Equipment's
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  
Puri (R&B) Division, Puri

**ANNEXURE –IV OF SCHEDULE -C**

**TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT/ MACHINERIES AVAILABLE WITH THE TENDERER  
FROM ON SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

<b>Sl No</b>	<b>Name of Equipment &amp; Machineries</b>	<b>Required No</b>	<b>Name of the work for which Equipment &amp; Machineries deployed</b>	<b>Name of the Division under whose jurisdiction Equipment &amp; Machineries</b>	<b>Name of the place where equipments and machineries</b>	<b>Time schedule for movement of equipment / machineries to work site for</b>
1						
2						
3						

Signature

**SCHEDULE-C**

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

SI No	Name of the Equipment	Total Equipment			Equipment in hand			Equipment to be procured			Whether documentary evidence of equipment	Reference to documentary evidence	Remarks
		3	4	5	6	7	8	9	10	11			

A. Construction Equipments

B. Vehicle Trucks etc

Reference Annexure I for list of essential equipments for contractors

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

**Signature**

## SCHEDULE-"E"

### INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDEREDOR ABANDONMENT OF WORK BY THE TENDERER

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

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

**Signature**

## 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 authorized 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.
5. The undersigned has/ have produced tender paper before the Superintending Engineer, Puri (R&B) Division, Puri, for the tender Notice No. \_\_\_\_\_for the work \_\_\_\_\_.

(Signed by an Authorized Officer of the firm or Bidder)  
Date:-

**MEMORANDUM OF UNDERSTANDING**

First Party I Sri/Smt....., Aged .... years, S/O- .....  
At / P.O. /Dist ..... (here in after called the First Part)

AND

Second Party I Sri/Smt....., Aged .... years, S/O ..... , At / P.O.  
/ Dist- ..... (here in after called the Second Part) having H.T. / M.V. license registration  
No..... valid upto .....

AND WHEREAS the First Party of 1st part is the managing partner of .....

AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the tender  
work, “ ..... ”

AND WHEREAS the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

- 1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
- 2) That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Engineer-in-Charge.
- 3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
- 4) That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.

In witness where of Both the party have signed in presence of

WITNESS

Signature of the tenderer

W1 –

W2 -

**Approved for 62 (Sixty two) pages only**

Superintending Engineer  
Puri (R&B) Division, Puri