



GOVERNMENT OF ODISHA

BID IDENTIFICATION NO.ITDAGNP-01/2026-27

ST & SC DEVELOPMENT DEPARTMENT

BID DOCUMENT

**OFFICE OF THE PROJECT ADMINISTRATOR
INTEGRATED TRIBAL DEVELOPMENT AGENCY, GUNUPUR**

Email: itdagnp@nic.in

**GOVERNMENT OF ODISHA
OFFICE OF THE PROJECT ADMINISTRATOR
INTEGRATED TRIBAL DEVELOPMENT AGENCY, GUNUPUR**

E-Procurement Notice

Bid Identification No: ITDAGNP – Online – 01 / 2026-27

No: **984** / VII-99/2026

Date: **30-04-2026**

- 1 Name of the Work : Construction of Building Works
- 2 Total No. of Works : 23 No.(Percentage rate tender)
- 3 Amount put to tender : As mentioned in Col. 3 of Annexure
- 4 Class of Contractor : As mentioned in Col. 5 of Annexure
- 5 Period of Completion : As mentioned in Col. 4 of Annexure
- 6 EMD : As mentioned in Col. 6 of Annexure
- 7 Paper Cost : As mentioned in Col. 7 of Annexure
- 8 Other details:

Procurement Officer	Bid Identification No.	Availability of Tender online for Bidding		Last date & time of seeking tender clarification	Date & Time of opening of tender	Financial Bid open
		From	To			
1	2	3	4	5	6	
Project Administrator, I.T.D.A, Gunupur	ITDAGNP Online-01/2026-27	04.05.2026 at 10.00 A.M.	18.05.2026 up to 5.00 P.M.	18.05.2026 up to 5.00 P.M.	19.05.2026 at 11.00 Hrs.	Will intimate later

9. The amount put to tender is exclusive of 18% GST. The intending bidder should offer their rates which shall be exclusive of GST applicable as per norms. GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill.
Further details can be seen from the website: www.tendersorissa.gov.in.

Project Administrator,
I.T.D.A., Gunupur.

Date: **30-04-2026**

Memo. No. 985 / 2026.

Copy submitted to the Deputy Director Information and Public Relation Department (Adv) Odisha, Bhubaneswar for favour of information and necessary action. He is requested to please arrange to publish the detail of the above notice in two Local Odia daily newspapers for wide publicity. (email – ipr.advt@gmail.com)
Encl: Soft copy

Project Administrator,
I.T.D.A., Gunupur.

Date: **30-04-2026**

Memo. No. 986 / 2026

Copy submitted to the Commissioner-cum-Secretary to Govt., ST & SC Development Department, Odisha, Bhubaneswar/ Revenue Divisional Commissioner (SD), Berhampur for favour of kind information and necessary action.

Project Administrator,
I.T.D.A., Gunupur


30/04/2026

Memo. No. 987/2026.

Date: 30-04-2026

Copy submitted to the DIPRO, Rayagada for favour of information and necessary action.
Copy forwarded to the State Informatics Officer, NIC, Odisha Unit, Sachivalaya Marg, Unit-4, Bhubaneswar for favour of kind information and necessary action.
Copy to the District Informatics Officer, NIC, Rayagada for information and necessary action. He is requested to extend necessary cooperation on implementation of GePNIC- Govt. e Procurement system of NIC.

Project Administrator,
I.T.D.A., Gunupur


30/04/2026

Memo. No. 988/2026

Date: 30-04-2026

Copy submitted to the Collector, Rayagada / Superintendent of Police, Rayagada for favour of kind information and necessary action.
Copy to the DIPRO, Rayagada/S.E., Rural Works Division, Gunupur / Executive Engineer, (R&B) Division, Gunupur / E.E. R.W.S&S, Division, Rayagada / E.E.,M.I Division, Rayagada / All the Block Development Officers in the District / Executive Officer, Municipality, Gunupur / Rayagada, Executive Officer, NAC, Gudari for information and wide publication.
The Superintending Engineer, Rural Works Division, Gunupur is requested to attend the office of the undersigned on the opening date, being tender Committee member.

Project Administrator,
I.T.D.A., Gunupur



30/04/2026

Memo. No. 989 / 2026

Date: 30-04-2026

Copy to the Asst. Executive Engineer/All Asst. Engineers/Section Officer/Cashier/DEO, ITDA, Gunupur for information and necessary action.
Copy to the office Notice Board.

Project Administrator,
I.T.D.A., Gunupur.



30/04/2026

ANNEXURE

Sl. No.	Name of the Work	Approximate Amount Put tom Tender (In Rs.)	Period of Completion	Class of Contractor	Bid Security (EMD) required (in Rs.) to be submitted online @ 1% of Estimated Cost	Cost of Tender Paper (in Rs.) to be submitted online (Non-refundable)
1	2	3	4	5	6	7
1	Construction of Incomplete ST Girls/ Boys Hostel Building with Administrative Block at Abada under Gunupur Block	2,77,79,530/-	12 Calendar Month	'B' & 'A'	2,77,795/-	10,000/-
2	Construction of Boundary Wall of 100 Seated Girls Hostel at Kanabai High School of Kanabai G.P. under Bissamcuttack Block	20,58,553/-	6 Calendar Month	'C' & 'B'	20,586/-	6,000/-
3	Construction of Balance Work of 100 Seated Girls Hostel of UGHS at Kanabai under Bissamcuttack Block	18,20,742/-	6 Calendar Month	'C' & 'B'	18,207/-	6,000/-
4	Construction of Balance Work of 100 Seated Girls Hostel of UGHS at Kachapai under Bissamcuttack Block	28,82,822/-	6 Calendar Month	'C' & 'B'	28,828/-	6,000/-
5	Construction of Balance Work of 100 Seated Girls Hostel of UGHS at Parichhaguda under Bissamcuttack Block	34,81,631/-	6 Calendar Month	'C' & 'B'	34,816/-	6000/-
6	Construction of Balance Work of 100 Seated Girls Hostel of UGHS at Judo under Bissamcuttack Block	28,75,881/-	6 Calendar Month	'C' & 'B'	28,759/-	6,000/-
7	Construction of Balance Work of 100 Seated Girls Hostel, Govt. UGME School, Kurli under Bissamcuttack Block.	17,25,506/-	6 Calendar Month	'C' & 'B'	17,255/-	6,000/-
8	Construction of Balance Work of 120 Seated Girls Hostel Building at Nodal High School Bissamcuttack under Bissamcuttack Block	22,48,274/-	6 Calendar Month	'C' & 'B'	22,483/-	6,000/-
9	Construction of Balance Work of 120 Seated Girls Hostel Building at UGHS Nirgundi under Bissamcuttack Block	22,05,373/-	6 Calendar Month	'C' & 'B'	22,054/-	6,000/-
10	Construction of Balance Work of 120 Seated Girls Hostel Building at Manikeswari Bidyapitha Kutragada under Bissamcuttack Block	22,84,604/-	6 Calendar Month	'C' & 'B'	22,846/-	6,000/-
11	Construction of Balance Work of 120 Seated Girls Hostel Building at Govt. ITI, Gajabahal under Bissamcuttack Block	22,31,794/-	6 Calendar Month	'C' & 'B'	22,318/-	6,000/-

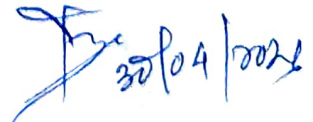
B. 30/04/2022

12	Construction of Balance Work of 100 Seated Girls Hostel of UGHS at Dimiriguda under Muniguda Block	26,41,252/-	6 Calendar Month	'C' & 'B'	26,413/-	6,000/-
13	Construction of Balance Work of 120 Seated Girls Hostel of Brundabana Bidya Pitha High School at Patraguda under Muniguda Block	20,45,176/-	6 Calendar Month	'C' & 'B'	20,452/-	6,000/-
14	Construction of Balance Work of 120 Seated ST Girls Hostel Building at Govt. Girls High School, Gunupur under Gunupur Block.	23,49,943/-	6 Calendar Month	'C' & 'B'	23,499/-	6,000/-
15	Construction of Balance Work of 120 Seated ST Girls Hostel Building at Bharsing High School under Gunupur Block.	20,14,664/-	6 Calendar Month	'C' & 'B'	20,147/-	6,000/-
16	Construction of Balance Work of ST Boys Hostel Building with Administrative Block at Abada under Gunupur Block	34,47,405/-	6 Calendar Month	'C' & 'B'	34,474/-	6,000/-
17	Construction of Balance Work of 100 Seated Girls Hostel Building at B.R. Ambedkar College at Dambasara under Gunupur Block	20,88,343/-	6 Calendar Month	'C' & 'B'	20,883/-	6,000/-
18	Construction of Balance Work of 100 Seated Girls Hostel Building at Gudari Science College under Gudari Block	25,74,282/-	6 Calendar Month	'C' & 'B'	25,743/-	6,000/-
19	Construction of Balance Work of 100 Seated Girls Hostel Building at Droupadi Bidyapitha Gumuda under Ramanaguda Block	29,10,046/-	6 Calendar Month	'C' & 'B'	29,100/-	6,000/-
20	Construction of Balance Work of 360 Seated Boys Hostel Building at Govt. High School Kujendri under Ramanaguda Block	64,18,413/-	9 Calendar Month	"B"	64,184/-	10,000/-
21	Construction of Balance Work of 100 Seated Girls Hostel Building at Primary Sevashram Jhinjiribadi under Ramanaguda Block.	13,33,775/-	6 Calendar Month	'C' & 'B'	13,338/-	6,000/-
22	Construction of Balance Work of 120 Seated ST Boys Hostel at Likitipadar under Padmapur Block.	33,47,669/-	6 Calendar Month	'C' & 'B'	33,477/-	6,000/-
23	Construction of Balance Work of 100 Seated S.T. Girls Hostel at R.G.College Padmapur under Padmapur Block	73,66,329/-	9 Calendar Month	"B"	73,663/-	10,000/-

 30/04/2026

E-Procurement Notice
Bid Identification No: ITDAGNP – Online – 01 / 2026-27

1. The Project Administrator, ITDA, Gunupur on behalf of Governor of Odisha invites **percentage Rate bids in online mode** for the Building Works as detailed in the table, from the class of eligible contractors as mentioned in column-5 (five) registered with the State Governments and contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways for execution of Civil works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under state government, Orissa
2. State PWD in appropriate class of eligibility before signing of the agreement.
3. Bid documents consisting of qualification information and eligible criteria of bidders, specifications, drawings, schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in the website: www.tendersorissa.gov.in.
4. The bidder shall deposit the EMD / Bid Security amount specified for the work in the col. 6 of Annexure table above as part of bid through a process as mentioned in the DTCN.
5. The Bid documents will be available in the website: www.tendersorissa.gov.in **from 10.00 Hours of 04.05.2026 to 17.00 Hours of 18.05.2026 for online bidding.**
6. The Bidders must possess **Compatible Digital Signature Certificate (DSC)**.
7. Bids shall be received on or before **5.00 P.M of 18.05.2026**.
8. The Bid shall be **opened at 11.00 Hours on 19.05.2026** in the office of the **Project Administrator, ITDA, Gunupur** in the presence of Bidders who wish to attend. Bidders who participated in the Bid can witness the opening of Bids after logging on to the site through their DSC. If it happens to be a holiday on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day at the same time and venue.
9. The cost of bid documents has to be paid separately towards cost of each bid respectively.
10. The Engineering contractors are to submit their license / registration certificate in the office of the undersigned on or before **17.00 Hours of 18.05.2026** during office hours on working days for necessary entry failing which the bid will not be considered for availing exempted of EMD.
11. The SC/ST Contractors have to specifically apply in writing for availing price preference otherwise they cannot avail the same.
12. As the GST is in force since 01.07.2017, the intending bidder should offer their rates which shall be exclusive of GST applicable as per norms. GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill.
13. Other details can be seen in the bid documents, which is available in website www.tendersorissa.gov.in
14. The authority reserves right to accept or rejects any bid or cancel the bidding process & reject any or all bids at any time prior to award of contract without assigning any reason thereof.
15. Any Corrigendum / Addendum will be displayed in the above e-tender website.
16. **Additional Performance Security** shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. The successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the Additional Performance Security as per **OM No 173/ W Dated 03.01.2026** of Works Department Government of Odisha as mentioned below in Clause 12 and its sub clauses below.


30/04/2026

17. **OFFICE MEMORANDUM NO.07764600022025 173/W., Bhubaneswar, Dt. 03.01.2026.**

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 advisable to fix a normative percentage below the estimated cost which would automatically be considered as an abnormally low bid.

18. **Office Memorandum No. 173/W dated 03.01.2026 of the Works Department, Government of Odisha, along with the further clarifications issued vide Office Memorandum No. 632/W dated 09.01.2026, shall be invariably applicable while deciding the tender, as detailed below:**

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

1. The phrase '... to abolish the extant provisions of threshold negative bid caps (14.99%) introduced...' in the first para of the Works Department OM No. 173 dated 03.01.2026 may be read as "... to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt. 31.01.2023...".

 30/4/2026

2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery System, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the LI bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No, 173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

Project Administrator,
I.T.D.A., Gunupur.

[Handwritten Signature]
30/04/2026

GOVERNMENT OF ODISHA
OFFICE OF THE PROJECT ADMINISTRATOR,
INTEGRATED TIBAL DEVELOPMENT AGENCY, GUNUPUR.

NOTICE

It is bring to the notice of all SC/ST contractors that price preference in accordance with the notification No.16/37-27748 dated 11.10.1977 of Works Department will be made available only to them, who would apply for the same in the form of an affidavit along with the tender documents while participating in any tender of this office in future, failing which they will not be considered for the price preference. Moreover, the scanned copy of the affidavit is also to be uploaded in case of online tenders, failing which his case will not be considered for availing the price preference as SC/ST contractors in future tenders of this office. Necessary clauses in this regard are being incorporated in the DTCN.

This is for your information and necessary action.

Project Administrator,
I.T.D.A., Gunupur.

Dated: 30-04-2026

Memo No. 990/VII-99/2026

Copy to all AE concerned / AEE of this office for information & necessary action.

Project Administrator,
I.T.D.A., Gunupur.

**GOVERNMENT OF ODISHA
OFFICE OF PROJECT ADMINISTRATOR,
INTEGRATED TRIBAL DEVELOPMENT AGENCY, GUNUPUR.**

NOTICE

Letter No. 991 / VII-99/2026

Date. 30-04-2026

SC/ST contractor who would like to avail price preference at the time of submission of bid are also required to submit an affidavit regarding furnishing the balance additional performance security equal to the difference of his lowest negotiated amount & the amount put to tender at the time of negotiating his quoted amount to that of the lowest bidder.

Project Administrator,
I.T.D.A., Gunupur.

[Handwritten Signature]
30/04/2026

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

Details of documents to be furnished:-

1.1 Scanned copies of the following documents to be up-loaded in PDF format in the website www.tendersodisha.nic.in.

- i. The cost of bid documents is to be remitted online towards cost of each bid respectively separately for the amount applicable as mentioned in the annexure in Col.7
- ii. The bidder shall transfer online the Earnest Money Deposit/Bid Security at the rate of 1% of the estimated cost put to tender as mentioned in the annexure in Col.6.
- iii. GSTIN clearance certificate'
- iv. PAN Card
- v. Valid Registration certificate
- vi. Affidavit regarding correctness of information/ certificate
- vii. Affidavit regarding no relation certificate
- viii. TDR/ NSC/ S.B. Pass Book duly pledged in favour of Project Administrator, ITDA, Gunupur towards Addl. Performance security if selected.
- ix. For SL.No.16, the Contractor should furnish the Electrical License.
- x. For SL.No.01, the Contractor should furnish T&P i.e. Concrete Mixture Machine, Concrete Needle Vibrator, Concrete Plate Vibrator, Excavator, Tractor With Trolley, Truck/Tipper, De-Watering Pump, Water Tanker, Centering Shuttering items.

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

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

1.4 The bidders have to submit cost of Tender Paper amount through online in favour of the Tender inviting Authority i.e. Project Administrator, ITDA, Gunupur.

Project Administrator,
I.T.D.A., Gunupur

[Handwritten Signature]
30/4/2020

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

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- ix. **For Sl.No.16, the Contractor should furnish the Electrical License.**
- x. **For Sl.No.01, the Contractor should furnish T&P i.e. Concrete Mixture Machine, Concrete Needle Vibrator, Concrete Plate Vibrator, Excavator, Tractor With Trolley, Truck/Tipper, De-Watering Pump, Water Tanker, Centering Shuttering items.**

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1.4 The bidders have to submit cost of Tender Paper amount through online in favour of the Tender inviting Authority i.e. Project Administrator, ITDA, Gunupur.

1. INVITATION OF BIDDERS:-

- 1.1 Percentage rates bids for works in **column 2 of TCN** are to be received online in the website <http://www.tendersorissa.gov.in>
- 1.2 Only those tenderers who are willing to accept all the terms & conditions of this detailed tender call notice need submit the tenders. Joint Venture/ Consortium agreements/ M.O.U.s are not allowed to participate in the Bid.
- 1.3 Tender documents for the above works are available online in the website <http://www.tendersorissa.gov.in> from **04.05.2026** at **10.00 AM** to **18.05.2026** up to **5.00 PM**.

2 Participation in Bid

- 2.1 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 & attach his/her valid digital signature certificate (DSC) to his/her unique Login ID. He/she has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN & (ii) Registration Certificate (RC)/GSTIN Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/GSTIN 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.
- 2.2 Logging to the Portal: The contractor/bidder is required to type his/her Login ID & password. The system will again ask to select the DSC & 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 & also against the certificate revocation list (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password & DSC combination & authenticates the login process for use of portal.
- 2.3 Downloading of Bid: The bidder can download the tender of his choice & save it in the system & undertake the necessary preparatory work off-line & upload the completed tender at his convenience before the closing date & time of submission.
- 2.4 Clarification on Bid: The bidder may ask question related to tender on-line in the e-procurement portal using his/her DSC provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/bid. The officer inviting the bid/procurement officer-publisher will clarify queries related to the tender.
- 2.5 Preparation of Bid:
- 2.5.1 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 & takeout print for detail study & preparation of his bid. Any other drawings & documents pertaining to the works available with the Officer Inviting. The bid will be open for inspection by the bidders.
- 2.5.2 The bidder shall go through the bid carefully & 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. & store in the system.
- 2.6 Payment of EMD/Bid Security & Cost of Bid Documents
- 2.6.1 Tenderers have to pay earnest money through online as per Works Deptt. Lr.No.6785 dt.9.5.2017 as required as per Works Deptt. Lr.No.15443 dt.1.8.2005 for an amount as mentioned in the respective **Col.6 in Annexure of TCN** (the amount specified in the tender notice) duly pledged in favour of the concerned Project Administrator, as per **Col.6 in Annexure of TCN**. Further sum of such amount towards initial security as would, together with the earnest money, make 2% or 3% of the cost of the work as the case may be as per the accepted tender has to be furnished prior to execution of agreement.

- 2.6.2 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 & 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 & liable for rejection.
- 2.6.3 The process for online payment of Cost of Tender Paper including GST, Earnest Money Deposit (EMD) and Additional Performance Security is as mentioned below;
- a) It will be carried out through a single banking transaction by the bidder for multiple payments like Cost of Tender Paper including GST, Earnest Money Deposit and Additional Performance Security on submission of bids.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster
- 2.6.4. Only those bidders who successfully remit their Cost of Tender Paper including GST, Earnest Money Deposit and Additional Performance Security 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.
- 2.6.5. 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 including GST, Earnest Money Deposit and Additional Performance Security 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.
- 2.6.7. Procedures of bid submission using electronic payment of tender paper cost including GST/EMD/ Additional Performance Security 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 "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 including GST/EMD/ Additional Performance Security: Then the bidders have to select and submit the bank name as available in the payment options.
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

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

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

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

e) System generated acknowledgement receipt for successful bid submission:

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

2.6. 8. Settlement of Cost of Tender Paper including GST:

a) Cost of Tender Paper including GST: In respect of Government receipts on account of Cost of Tender Paper including GST, the e-Procurement portal shall generate at MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper and GST 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 GST and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-IV Misc Receipts-02 237-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 including VAT, 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 and GST collected with reference to Bid identification Number. The State Procurement Cell shall generate Bank-wise list of challans separately for GST and instruct the designated Banks to remit the money through the Odisha Treasury portal under the Head 0040-Taxes on Sales etc.-00-111-Value Added Tax Receipts-O222-State Value Added Tax-O1O49-Receipt under Odisha Value Added Tax Act, 2004. 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 including GST, 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 including GST, Earnest Money Deposit and Additional Performance Security on submission of bids is enclosed in the Annexure.

2.6.9. Settlement of Earnest Money Deposit and Additional Performance Security on submission of bids:

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

2.6.10. Forfeiture of EMD:

Forfeiture of Earnest Money Deposit and Additional Performance Security on submission of bid of defaulting bidder is occasioned for various reasons.

- a) In case the Earnest Money Deposit and Additional Performance Security 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 and Additional Performance Security on submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W Remittances- 1683-Rem ittances-g1 028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-'101-UnclaimedDeposits-0097-misc. Receipts- 02080-Ivlisc 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 EVID. 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.

2.6.11 Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction Deference details enabling them to submit their bids. c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

2.6.12. 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 IVIIS from the e-Procurement portal to ascertain the tender paper cost and VAT 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 IVIIS in respect of the remittance towards tender paper cost and VAT 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.

2.6.13. Role of National informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account
- c) NIC will provide an interface to 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 GST and tender paper cost to the State Government account using the Odisha Treasury portal.

2.6.13. Role of Cyber Treasury:

- a) The cost of the tender paper and the GST 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.

2.6.14 Redressal of Public grievances:

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

2.6.15. 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 and additional performance security will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper earnest money deposit and additional performance security in OPWD Code and OGFR would stand modified to the extent prescribed in this Office memorandum.

2.6.16 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.

2.6.17 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be defamed in future from participating in tender for 3 years & will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder.

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

2.6.19. The EMD/ISD shall be paid through online as mentioned in **Col.6 in Annexure of TCN** in respect of the work. In case the actual cost of work exceeds the original cost of work as per the accepted tender, the amount to be recovered from bills of the contractors will be such as to make together with deposits already realized an amount equal to the prescribed percentage of the actual cost of work executed.

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

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

3. SUBMISSION of BID:

3.1 The Bidder shall carefully go through the tender & prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical Bid generally consist of cost of Bid documents , GSTIN, PAN , Registration Certificate , affidavits , Profit Loss statement ,List of similar nature of works , work in hand , list of machineries & any other information required by OIT .The Financial Bid shall consists of the Bill of Quantities (BOQ) & any other price related information/undertaking including rebates.

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

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

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

3.5 The bidder shall log on to the portal with his/her DSC & move to the desired tender for uploading the documents in appropriate place or by one simultaneously checking the documents.

- 3.5.1 Bids cannot be submitted after due date & time. The bids once submitted cannot be viewed, retrieved or corrected. The bidder should ensure correctness of the bid prior to uploading & take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date & time of opening.
- 3.5.2 Each process in the e-procurement is time stamped & the system can detect the time of log in of each user including the bidder.
- 3.5.3 The bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 3.5.4 The system shall require all the mandatory forms & fields filled up by the contractor during the process of submission of the bid/tender.
- 3.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
- 3.5.6 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush & failure in the network.
- 3.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.5.8 The bidder is required to upload documents related to his eligibility criteria & qualification information & Bill of Quantity duly filled in, it is not necessary for the part of the bidder to upload the drawings & the other bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings & documents uploaded by the Officer Inviting the bid.
- 3.5.9 The bidder will not be able to submit his bid after expiry of the date & time of submission of bid (server time). The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the bid.
- 3.6 Signing of Bid: The on-line 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 & the bidder is liable to be blacklisted.

4. Security of Bid submission:

- 4.1 All bid uploaded by the bidder to the portal will be encrypted.
- 4.2 The encrypted bid can only be decrypted/opened by the authorized openers on or after the due date & time.

5. Re-submission & Withdrawal of Bids:

- 5.1 Re-submission of bid by the bidders for any number of times before the final date & time of submission is allowed.
- 5.2 Re-submission of bid shall require uploading of all documents including price bid afresh.
- 5.3 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.
- 5.4 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.
- 5.5 The bidder can withdraw his bid before the closure date & time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

6 Opening of the Bid:

- 6.1** Bid opening date & time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 6.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 6.3 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 of they so desire.
- 6.4 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.
- 6.5 Combined bid security for more than one work is not acceptable.
- 6.6 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.
- 6.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled/ re-tender.

7. EVALUATION OF BIDS

- 7.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded.
- 7.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary with respect to any doubts or illegible documents. The Officer inviting Tender may ask for any other document of historical nature during Technical Evaluation on the tender. Provided in all such cases, furnish 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.
- 7.3 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.
- 7.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 7.5 The Procurement Officer-Evaluation; will evaluate bid and finalize list of responsive bidders.
- 7.6 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.
- 7.6.1 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.
- 7.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
- 7.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- 7.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the the Comparative Statement and furnish a certificate to that respect.

- 7.6.5 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.
- 7.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Engineer-in-Chief / Head of Department.
8. NEGOTIATION OF BIDS:
- 8.1 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.
9. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:
- 9.1 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.
- 9.2 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.
- 9.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/JV/ firm where such an agency/ firm already happens to be or is going to be a partner/ member/proprietor, he/they shall neither be allowed for participation in bidding for three years nor his /their application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.
10. BLOCKING OF PORTAL REGISTRATION.
- 10.1 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.
- 10.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically on receipt of information to that effect.
- 10.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue an intimation to the defaulting bidder about his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 10.3.1 Fails to furnish original Technical/ Financial (Tender paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

- 10.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 10.3.3 Fails to execute the agreement within the stipulated date.
- 10.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly the Officer Inviting Tender shall recommend to the Chief Manager)tech), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per-Appendix-XXXIV of OPWD Code, Volume-II.

Eligibility Criteria

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

(1.1) The intending tenderer(s) should have not abandoned any work of similar nature nor should their contract have been rescinded during the last five years.

(1.2) The intending tenderer(s) should have the valid Registration Certificate as on date, of the required class as per NIT.

(1.3) The intending tenderer(s) should have up to date valid PAN Card, GST/VAT clearance Certificate.

(1.4) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) made misleading or false representations in the forms, statements, affidavits & attachments submitted in proof of the qualification requirements : and/or*
- ii) Record of poor performance such as abandoning the works, not properly completing the previous contract with the organization, inordinate delays in completion of other projects, litigation history, or financial failures etc.*
- iii) Participated in the previous bidding for the same work & had quoted unreasonably high or low bid prices & could not furnish rational justification for it to the Employer.*

1.5 Successful Bidder should pay an amount of Rs. 2% of tendered amount towards initial security at the time of drawl of agreement.

Tender not accompanied with Bid security as specified in tender call notice will be liable for rejection.

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

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

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

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

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

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

1.8 The written agreement in P.W.D. form F-2 / P-1 to be entered into between the successful tenderer here in after called the contractor and the State Govt. shall have the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor and then by the proper officer authorized to enter into the contract on the behalf of the State Govt.

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

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

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

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

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

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

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

INSTRUCTIONS TO TENDERERS

- 2.1** Tender containing extraneous conditions not covered by the conditions here-in –before and here-in- after provided and quoting rates on units different from those prescribed in the tender schedules will be liable for rejection. No tenderer will be permitted to furnish tender in their own manuscript form. This however, excludes special cases for which alternative designs and specification may be asked for specifically, in the special condition of contract.
- 2.2** The successful tenderer shall make his own arrangement at his cost for all materials T & P machinery required for the satisfactory completion of work in time unless otherwise specified in the conditions of contracts.
- 2.3** By submitting a tender for the work, a tender will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, medical and labour and food stuffs etc. and that the rates quoted by him in the tender will be adequate to complete the works according to the specifications and conditions attached there to and that he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials rates which shall include cost of materials and all others charges necessary for the completion of the work, to the entire satisfaction of the Chief Engineer Rural Works, Bhubaneswar and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason, in case the contractor is found later on to have misjudged the condition as regards availability of materials labour or any other factors.
- 2.4** 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.
- 2.5** If the tenderer has a relative employed as an officer in the rank of an Asst. Engineer and above in the state PWD in the rank of Under Secretary and above in the Works Deptt., he shall inform the Chief Engineer, Rural Works, Bhubaneswar mentioning the exact details in a covering letter along with the tender failing which his tender will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The earnest money and the total security deposit will be forfeited and he shall be liable to make good in loss or damage resulting from such cancellation. In case, the tenderer has no relationship with any of the officers mentioned above he shall have to furnish with his tender a certificate to this effect.
- 2.6** No contract work however petty may be carried out except under and in accordance with a duly executed agreement or special written authority from the Project Administrator of work.
- 2.7** Canvassing in any form is prohibited and the tenders submitted by the tenderer who resort to canvassing will be rejected and the tenderer will not be allowed to tender for any other work in this organization.
- 2.8** Details of drawing and specifications if any as are not supplied to the tender documents for the work may be seen in the office of the Project Administrator, ITDA, Gunupur, Mentioned in Column No. 8 of TCN on working days during working hours.
- 2.9** If any other information regarding plan and specifications etc. are required before submission of the tenders, the same can be obtained from the Project Administrator, ITDA, Mentioned in Column No. 8 of TCN.

- 2. 10** The detailed specification for all items of work involved in the work shall be in accordance with the following:-
- a) Any other standard code or specifications of work as prescribed by the Project Administrator, ITDA, Gunupur.

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

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

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

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

Whenever possible and available on stock the necessary pumps and pipe lines required for the work may be supplied by the department on hire charges as fixed by the Government. The cost of installation of the pump and laying of pipe and dismantling the same including necessary carriage from the departmental godown and back shall borne by the contractor.

- 2. 17** The tenderer are required to go through each clause of PWD form F-2 / P-1 carefully in addition to the clauses herein before and herein after provided as there are deemed to be the part of the contract.

2. 18 The notice inviting tenders, instruction to tenders, general condition of contract, detailed call notice, special condition of the contract, specification, schedule of quantities along with printed conditions of P.W.D. form F-2 / P-1, approved drawing, prime schedule and the rate together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions the same is to be got clarified by the tenderer before submission of the tender. If such conflict arise after the tenders are open and the decision of Chief Engineer, Bhubaneswar shall deemed to be final and binding on the contractor.

2. **19 a)** The tenderer will be considered to be valid for ninety days from the last days prescribed for receipt of tender.
- b) The period of validity of tender can also be extended if agreed by the tender and the department.

3. GENERAL CONDITION OF CONTRACT:

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

3.2 The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides of provision of labour, material and construction plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and subsequent maintenance for a period of not less than Twenty Four months.

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

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

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

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

3.6 From time to time the contractor shall submit to the Project Administrator, ITDA, Gunupur for his approval the programme showing the order of procedure and method in which he proposes to carry out the work and whenever required by the concerned Project Administrator or his representative furnish for his information, particulars in writing of the contractor's arrangements for the carrying out of the work and of the constructional plan and temporary work which the contractor intends to supply, use or construct as the case may be. The submission to and approval by the Engineer-in-charge of such programme for furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

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

3.8 Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective from safety or any other grounds. The contractor has to carry out any such detailed instruction from the Engineer-in-Charge or his authorized

sub-ordinates regarding such structures. All the centering and shuttering should be got approved by the Engineer-in-Charge before concreting is done.

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

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

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

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

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

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

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

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

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

3.17 On the completion of the work, all rubbish, debris, vats, tanks materials and temporary structures of any sort or kind used for the purpose of/or connected with its construction are to be removed by the contractor and all pits and excavations filled up at his own cost and his site handed over in a tidy and workmen like condition and the final payment in settlement of accounts for the said work shall be held to be due or shall not be made to the contractors till such site clearance shall have been effected by him and such clearance may be done by concerned Project Administrator at the expense of the contractor in the event of his failure to comply with provisions within 7 days after receiving notice in writing from the Engineer –in-charge to that effect if it becomes necessary for the Engineer- in-charge to have the site

clearance done as indicated above at the expense of the contractor, the department shall under no circumstances be held liable for any losses or damages to such of the contractors property as may be on such site due to such removal there from, removal of which may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the concerned Project Administrator.

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

3.19 The Deptt. Reserves the right of deciding the type of the structure construction to be constructed and contractor shall abide the decision of Deptt. In case of alternative items or items occurring in the tender the Project Administrator, ITDA, Gunupur may order to execute any of such item or items at which direction, and the contractor shall not have choice in his decision to his advantage.

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

3.21 The contractor shall supply sample of all materials, free of cost before procurement for the work for testing and acceptance as may be required by the concerned Project Administrator.

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

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

- a) The removal of any materials from the site within such time or times as may be specified, which in the opinion of the Engineer-in-charge are not in accordance with the specification.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution of any work in respect of materials workmanship which in the opinion of the Engineer-in-charge is not in the accordance with the specification.

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

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

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

3.27 The concerned Project Administrator shall make any variation of quality or quantity of the works or any part thereof that may in his opinion be necessary and for that propose or it for or any other reasons. It shall in his opinion be desirable. If due to such alteration or additions any item or items of works are to be executed which are not specially covered by the contract then the same may be taken up

departmentally through job work agreements with the same contractor or separate piece workers or through master rolls at the prevailing schedule of rate at or rates approved by the Chief Engineer Rural Works. When the extra or additional items are executed through the same contractor he shall give in writing his willingness to accept the prevailing schedule of rate or the rates approved by Chief Engineer Rural Works, Odisha, Bhubaneswar prior to taking up the work.

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

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

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

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

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

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

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

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

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

- 3. 34** The contractor will refund the machinery taken by him for use in the work in good serviceable condition to the issuing store at his own cost.
- 3. 35** The hire charges will be calculated from the date of issue to the date of return.
- 3. 36** Super/ Special class Contractor shall employ under him One Graduate Engineer and Two Diploma Holders belonging to the State of ODISHA. Likewise "A" Class Contractor shall employ under him One Graduate Engineer or Two Diploma Holders belonging to the State of ODISHA.

The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the Government of ODISHA. The Chief Engineer, Roads, ODISHA may however assist the 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 contractor should be intimated to the tender receiving authority along with each tender as to who would be supervising the work. In absence of such intimation the tender shall be treated as incomplete.

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

3. 37 METHOD OF ISSUE OF MATERIALS.

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

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

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

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

(ii) Empty cement bags are to be returned in good and serviceable condition to the issuing store at the cost of contractor falling which **Rs. 3.85 (Rupees Three Rupees eighty five paise)** only for each empty cement bag will be recovered from the bills of the contractor .

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

(ii) All empty bitumen drum should not be returned to the issuing the cost each empty drum (a) Rs.50.00 (Rupees fifty only) is to be recovered from the contractor vide Chief Engineer (Roads) "s No. 19121 dated 13.3.1989.

(d) HIGH TENSILE STEEL

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

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

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

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

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

3.38. CONDITIONS FOR ISSUE FOR PLANT AND MACHINERY TO CONTRACTORS ON HIRE

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

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

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

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

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

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

3.38.7 The contractors shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide any labour and water source for washing the plant in

the case of concrete mixers, pavers and similar such equipments, the contractor shall arrange to gate hopper cleaned and the drum etc. washed at the close of work each day.

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

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

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

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

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

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

AGREEMENT FOR LOANS OF GOVERMNET TOOLS AND PLANTS .

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

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

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

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

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

- (2) The rate of hire charges will be as mentioned in the schedule attached.
- (3) The hire shall not transfer, assign or sublet or in any way part within the tool and the plant or any part thereof without the precious written approval if the engineer-in –charge.
- (4) On the expiry of the period the hire, the hire shall return the tools and plant to the public works department s and workshop/store----- in the same good condition in which they received by him.
- (5) In the event of the tools and the plant not being returned on the expiry of the above mentioned period , the hirer shall without prejudice and fancy other liability pay to the government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (6) The tools and plant shall be open for inspection at all times to the officer of the government .
- (7) The hirer shall not operate the tools and plant so hired for more than one shift/two shift of 8 hours each per day without the prior sanction of the engineer in charge . If the hirer operates the tools and plant beyond the aforesaid limit with the prior sanction of the Assistant Engineer, shall pay to Government additional hire charges as well as over time charges as well as over time charges for staff for such excess operation at the rate approved by the engineer in charge from time to time.
- (8) In case of breakdown, repairable at the site within a period of three days hire charges specified in the schedule will be levied except in the case of major repairs.
- (9) Normally the tools and plant will be supplied with operating staff.
- (10) The hirer shall be responsible for any claims for compensation for loss of life, injury damage to property etc arising due to any cause whatsoever during the period the machinery his charge.
- (11) All municipal or other dues and taxes payable on account of the use or operation of tools and plant for the period of hire shall be defrayed by the hirer.
- (12) The hirer shall make food any loss or damage arising our of cases other than fair wear and tear to the tools and the plant during the period of hire. The cost recoverable from the hire shall be the full replacement value as determined by the engineer in charge. In the event of any loss or damage not being made good by the satisfaction of the said engineer in charge the officer shall be at liberty to make well himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the said engineer in charge on demand such an amount shall be necessary to make good the loss or damage failing which the same will be recover from his dues as in case of hire charges.
- (13) On the breach of any term or condition of this agreement by the hirer the engineer in charge shall be entitled to demand the return of the tools and th4 hirer shall return the tools and plant within 72 hours from the date of receipt of such order in writing . in case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the engineer in charge for period the tools and plant are detained provided that the ,maximum penalty shall not exceed the cost of replacement of the tools and plant .
- (14) In the case of any dispute between the hirer and the government the decision pf the Project Administrator shall be final.
- (15) In case any question, dispute or difference shall arise between the engineer in charge and the hirer as to what additions it any ought in fairness to be made the amount of the hire be reason of breakdown of the machinery , shut down of the work due to reasons beyond the control of hirer through no fault of the hirer also so due to the increase in quantities of the work beyond that included in the contract or due to any other matter or thing arising under or out of this contractual except as to the matter

left to the sole decision or requisition of the engineer in charge under the clause in the contract then such question, dispute, difference should be referred to the arbitration arbitrator shall be equivalent to a final decision of the matter.

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

THE SCHEDULED

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

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

Signed by:

In the presence of:

1. 2.

Signed sealed and delivered in the presence of

1. 2.

CONSOLIDATED STATEMENT OF HIRE CHARGES OF DIFFERENT TYPES OF MECHINERIES & EQUIPMENTS ALONG WITH INSPECTION & TRANSPORT VEHICLES

(Vide Chief Engineer roads & buildings ODISHA's no.14179 dt.15.03.2001)

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

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

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

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

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

3. 42 From the commencement of the works to be completion of the same there to be under contractors charge. The contractor is to be held responsible to make good all injuries, damage and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold Governor of ODISHA harmless for any claim for injuries of person or for structural damage to property happening from any neglect, default want of proper care or misconduct on the part on the part of the contractor or any one of his employment during the execution of the work also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot, or any other calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.

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

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

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

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

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

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

If the Chief Engineer upholds the order of dismissal passed by the engineer and the contractor does not comply within three days fro the data of communication of the Chief Engineer order with the requisition for dismissal the engineer will have power of closing down the work. When the work is closed down under the above provision the

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contractor shall have no claim to any compensation from the department either for loss of time, damage of materials, loss of money by wages hire interest etc. for any cause.

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

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

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

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

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

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

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

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

3. 55 USE OF SITE

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

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

3. 56 PROGRESS SCHEDULE

The contractor shall furnish with in fifteen days form the date of order to start the work, a progress schedule in quadruplicate indicating of start, the monthly progress expected to be achieved and the anticipated completion date of each measure item of work to be done by him, also indicating procurement and setting of materials plant and

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machinery for the completion of the whole work in the time limit and of the particular items, if any in the due dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress in this schedule shall be kept up. In case it is subsequently found necessary to alter the schedule, the contractor shall submit in good time received incorporating necessary modifications purposed and get the same approved by the Engineer-in-charge. No received schedule shall be operative without such acceptance by writing. The Engineer-in-charge is further empowered to ask for more detailed schedules or schedules week by week for any item or items and the contractor shall supply the same as and when asked for.

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

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

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

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

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

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

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

3.63 The clauses of printed form of F-2 / P-1 contract with latest addition/ deletion/ corrections/substitution etc. will also be binding.

ODISHA PUBLIC WORKS DEPARTMENT
(Form F-2)
ITEM RATE TENDER AND CONTRACT FOR WORKS
General Rules and Directions for the guidance of contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the Project Administrator, ITDA, Gunupur.

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

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

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

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

5. The amount of earnest money to be deposited will be One percent of the tendered amount.

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

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

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

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

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the security money with the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

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

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

11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2.00 percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money, shall be deposited by the tenderer within much time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

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

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

TENDER FOR WORKS

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

MEMORANDUM

- | | |
|---|--|
| <p>a) If several sub-works are included they should be detailed in separate list.</p> <p>d) This deposit will be 5% of the estimated cost of the work.</p> <p>e) This percentage deduction from bills will be credited to the contractors security deposit.</p> | <p>a) Name of work</p> <p>b) Estimated cost Rs.</p> <p>c) Earnest money cost Rs.</p> <p>d) Initial security deposit (including earnest money) to, Rs. be deposited before the Commencement of the work.</p> <p>e) Percentage to be deducted from bill
(Rs.5% Rupees five percent)
(Rs.3% Rupees three percent)</p> |
|---|--|

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- f) Time required for the work from the date of Written order to commence Months
- g) Date of written order to commence
- h) Total number of work tendered for

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

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

Signature of Contractor before submission of

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

*Witness-

Address-

Signature of witness to one tender's signature

Occupation-

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

Signature of the Officer by whom accepted

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

CONDITIONS OF CONTRACT

Clause 1

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

Clause –2 (a)

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

Compensation for delay

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the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceeds 10 percent on the estimated cost of the work as shown in the tender.

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

i) “To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Project Administrator, ITDA, Gunupur shall be conclusive evidence), **20%** of the value of left- over work will be realized from the contractor as penalty” vide **Works Department Order No.13396 Dt.01.07.2005** and in which case, the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government

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

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

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

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

Clause –3

In any case in which any of the powers, conferred upon the Project Administrator, ITDA, Gunupur by clause 2 hereof shall have become exercisable and the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable. In the event of any future case of default by the contractor of which by any clause or clauses he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability the contractor for the past and future compensation shall remain unaffected. In the event of the Project Administrator, ITDA,

<p>Contractor remains liable to pay compensation if action not taken under clause.</p>

of

Contractor

Project Administrator,
ITDA, Gunupur

Gunupur putting in force vested him under the preceding clauses he may, if he so desire, take possession of all or any tools, plants, materials and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution account at the contract rates, or in case of these being applicable, at current market rates to be certified by the Project Administrator, ITDA, Gunupur whose certificate thereof, shall be final otherwise the Project Administrator, ITDA, Gunupur may writing to the contractor or his clerk of the works, foreman or other authorized be require him to remove such tools, plants, materials store from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Project Administrator, ITDA, Gunupur may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and his risk in all respects, and the certificate of the Project Administrator, ITDA, Gunupur as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final conclusive against the contractor.

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

used
not
shall
by
or

Clause 4

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

Extension of time

as

Clause 5

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

Final Certificate

and

Sub-Clause 5

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

Clause 6

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

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

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Contractor

Project Administrator,
ITDA, Gunupur

Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such immediate payments to the contractor shall be regarded as payments by way of advance

**Deduction of Security
deposits from
Contractor's bills**

against the final payment only and not as payments for the work actually done and completed, and shall not preclude the required of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conducted, determine, of effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

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

**Preparation
of Final Bill**

Clause 8 If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge under the conditions of this contract (such materials and stores, and prices to be charged therefore as hereinafter mentioned being so far as practicable for the convinces of the contractor, but not so as in any way to control the meaning of

**Store supplied by
the Government**

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

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

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

Contractor

Project Administrator,
ITDA, Gunupur

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

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

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

Alteration in specification and designs do not invalidate the contract.

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

Extension of time in consequence of alterations.

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

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

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

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

Contractor

Project Administrator,
ITDA, Gunupur

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

Action and compensation payable in case of bad work.

Clause 13 All work under or in course of execution or executed in pursuance of the contractor shall at all times be open to the inspection or supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice or the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor wither himself be present to receive orders and instruction have a responsible agent duly accredited in writing present for that purpose orders given to contractors agent shall be considered to have the same force as they had been contractor himself.

Work to be open to inspection.

Contractor or responsible agents to be present.

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

Notice to be given before work is covered up.

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

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

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Clause 16

The contractor shall supply at his own cost all materials (except such special material, if any, as may in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances implements, ladders cordage, tackle scaffolding the temporary works requisite or proper of the proper execution of work whether original, altered or substituted, and whether included in the specifications or other documents forming part of contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement if the Engineer-in-charge as to any matter as to which under these conditions, he is entitled to be satisfied, which he is entitled, to require together with carriage therefore to and form the work. contractor shall also supply without charge the requisite number persons with the means & materials necessary of the purpose of setting out works and counting, weighting and assisting in the measurement or examination at any time & from their to time or the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contractor from his security. And in liable for damages arising from non-provision of lights fencing etc. deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Contractor to supply
plant, ladders,
scaffolding etc.**

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the

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

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Clause 17

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

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

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

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

(c) Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the state of ODISHA, like-wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to state of ODISHA. The employment of such graduate engineers and diploma holders under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any state government or central government service, public sector undertakings, private companies and firms be ineligible for appointment of Govt. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the state Govt. of ODISHA.

**Employment of
Graduate Engineers
and Diploma Holders**

or

Contractor

Project Administrator,
ITDA, Gunupur

The Chief Engineer, Roads, ODISHA may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought for by the contractor. The name of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with such tender as to who would be supervision the work.

Contract may be rescinded and security deposit forfeited for subletting bridging or if contractor becomes insolvent.

Work not be sublet.

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

Clause 18 The contract shall not be assigned or sublet without the written approval of the Project Administrator. And if the contractor shall assign or subject his contract, or attempt to do so, or become insolvent or commerce any insolvency proceeding or make any composition with his creditor , or attempt to do so, or if any bride, gratuity gift, loan, perquisite reward or advantage pecuniary or otherwise, shall either directly be given. Promised or offered by the contractor, or any of his servant or agents to any public officer or person in the employ of Government in any way directly or indirectly interested in the contract, the Project Administrator may there upon by notice in waiting rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same concurrence shall ensure as if the contract had been rescinded under clause-3 hereof and in addition the contractor shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

Clause 19- All sums payable by way of compensation under to the these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damaged sustained, and whether or not any damage shall have been sustained. any

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

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

Change in constitution of firm

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

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

Clause 22 Deleted.

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

Lump sums in estimate

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

Action where no specification

out

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

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

Definition of works

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by

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

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

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

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

Clause 31 After the work is finished all surplus materials and debris to be removed by the contractor and preliminary work such as vats, mixing platforms etc. are to be dismantled and all materials removed form site. The ground up to 30 m. (100 feet wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

Clause 32

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

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

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

- (b) The contractor shall not withstanding the provision of any contract to contrary, cause to be paid a fair wages to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or clause to be completed with all regulations made by Government in regard to payment of wages period deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.

Contractor

Project Administrator,
ITDA, Gunupur

- (d) The Project Administrator or Sub-divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made from his or their wages, which are justified by their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis, the Government of ODISHA, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his subcontractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

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

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

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

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

ODISHA P.W.D Electricity Department Contractor's Labour Regulations.

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

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

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

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

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

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

3. Display of notice regarding wages etc-

Contractor

Project Administrator,
ITDA, Gunupur

The Contractor shall –

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

4. Payment of wages-

- (1) Wages due to every worker shall be paid to him direct.
- (2) All wages shall be paid in current coin or currency or in both.

5. Fixation of wages period-

- (1) The contractor shall fix the wage period in respect of which the wages be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workmen employed on the contract shall be paid before the expiry of the days, after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succession the one on which his employment is terminated.
- (5) All payments of wages shall be made on working day.

6. Wage book and wage card etc-

- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars-
 - (a) Rate of daily or monthly wages.
 - (b) Nature or work in which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from his wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain card for each worker employed on the work.
- (3) The Project Administrator may grant an exemption from the maintenance of wage bond wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 10 persons of the work.

7. Fines deduction which may be made from wages-

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following-
 - (a) Fines
 - (b) Deductions for absence from duty i.e. for the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

Contractor

Project Administrator,
ITDA, Gunupur

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

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

- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the workers has been given an opportunity or showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in any one wage period on a work shall not exceeded an amount equal to five paisa in rupee of the wages payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of 60days from the date on which it was imposed.

8. Register of fines etc-

- (1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such Register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (2) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places in the work.

9. Preservation of Register –

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

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

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

11. Report of Labour Welfare Officers-

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

12. Appeal against the decision of Labour Welfare Officers-

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

13. Inspection of Registers –

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

Contractor

Project Administrator,
ITDA, Gunupur

14. Submission of return –

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

15. Amendments –

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

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

4. SPECIAL CONDITIONS.

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

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

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

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

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

4.6 The quantity of metal, gravel or Moorum, sand, chips, etc. should conform to the specification attached.

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

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

Contractor

Project Administrator,
ITDA, Gunupur

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

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

However, any damage to the works due to Cyclone, Flood, Earthquake or any act of God beyond the reasonable control of both the parties are excluded from such defect liability.

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

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

5. Technical Specification:-

DESIGN REQUIREMENTS AND GENERAL SPECIFICATION

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

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

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

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

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

5.5 Incase of variation in the provisions of codes or specifications of the works referred above the decision of the Chief Engineer, Rural Works, Bhubaneswar, ODISHA as regards the specification to be adopted in the work shall be final, conclusive and binding on all parties concerned. Every tenderer must examine the aforesaid specifications before submitting his tender. The Chief Engineer or his authorized subordinates reserve the right without impairing the contract to make such increase or decrease in quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work dy7ly and satisfactorily. Such increase shall in no case invalidate contract. It shall be definitely understood that the Government does not accept any responsibility for the correctness of the quantities shown in the schedule. The schedule is liable to alternation by omission or additions or deductions. Such omissions, additions, or deductions to any extent shall in no case invalidate the contract and no extra monetary compensation will be entertained.

Contractor

Project Administrator,
ITDA, Gunupur

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

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

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

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

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

The stone to be used shall be free from decay and holes, flaws, crack and other defects and must as far as possible be of uniform colour and texture. Porous stones having nay skin or earth colour shall not be used. The quarries from which the stones are obtained shall be got approved by the Engineer.

5.9. FINE AGGREGATE

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

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

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

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

5.10. COARSE AGGREGATE FOR CONCRETE.

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

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

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

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

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

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

Contractor

Project Administrator,
ITDA, Gunupur

5.11. WATER

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

5.12. SAMPLES AND TESTING OF MATERIALS.

- (a) All materials to be used on work such as cement, sand, coarse aggregate, reinforcement etc shall comply with the requirement of the Engineer-in-charge and shall pass the test and analysis required by him or as specified by the I.S.I. specification acceptable to Engineer-in-Charge as equivalent there to or in the absence of such authorised specification, such requirements, tests and analysis may be specified by the Engineer-in-Charge.
- (b) The contractor shall at his risk and cost make all arrangements and shall provide for all such facilities as the Engineer may be require for collecting, preparing and forwarding required no. of samples for tests or for analysis and to such place or places as may be directed by the Engineer- in-Charge.
- (c) The contractor shall if and when required submit samples of materials to be tested or analysed and if so directed shall not make use of or incorporate in the works any material to be represented by the samples until the required test or analysis have been made and the materials accepted by the Engineer-in-charge.

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

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

- (d) Reinforced or plain concrete used on the bridge shall be got approved by the Engineer.
- (e) The correct proportions and the total amount of water for the mix will be determined by means of preliminary test and shall be got approved by the Engineer. However, such approval does not relieve the contractor from his responsibility regarding the minimum strength requirement.
- (f) All proportioning of aggregates shall be done by weight / volume as instructed by the Engineer.
- (g) All mixing shall be done by mechanical means in approved mixer, unless specifically exempted.
- (h) The form work used shall be made of steel or with lining of steel unless specifically exempted by the Engineer, in which case, the form work shall be with seasoned Sal wood planks and bullahs with sufficient bracing B ties and made water-tight and shall be made sufficiently rigid by the use of ties and bracing to prevent displacement or sagging between supports and withstand all pressure, ramming and vibration without deflection from the prescribed lines occurring during after placing of concrete.
- (i) The concrete shall be mechanically vibrated for proper compaction by method approved by the Engineer, unless specifically exempted.
- (j) In addition the routine tests of concrete, special test of high tensile steel reinforcement and high tensile steel wires to be carried out without extra cost to Department whenever required by the Engineer.
- (k) The concrete shall be cured only be sweet potable water for full 21 days after the time of its placement.

Contractor

Project Administrator,
ITDA, Gunupur

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

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

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

5.14. In the event of the load testing ordered by the Engineer-in-Charge, the contractor shall.

- i) Prepare all necessary calculation and details of arrangements for such load testing well in time. The magnitude, the application of loads, duration or keeping the load, the equipments to be provided and the observations to be made during and after placing the loads in position etc. shall be provided.
- ii) Make all necessary arrangements for the observations, centering equipments etc. that may be needed for measuring the settlement, deflection etc. required for the test to the entire satisfaction of the Engineer-in-charge.
- iii) Provide labour and make all observations during the test.

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

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

AMENDMENT OF CODAL/CONTRATUAL PROVISIONS

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

Annexure- I

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

Note- (Vii)- For the purpose of estimate, the approved quarry lead is to be provided judiciously Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would however be responsible for procurement of materials from authorised sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would require submitting the details of quarry for procurement while submitting the bids.

Annexure - II

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

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

Annexure- III

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

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

Contractor

Project Administrator,
ITDA, Gunupur

Annexure – IV

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

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

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

Note-III. For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Project Administrator to report the actual date of completion, of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concern SE, CE & the Administrative Department. The incentive for timely completion should be on a graduated scale of percent to 10 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

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

Annexure - V

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

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

Annexure – VI

(6) Amendment to Appendix –XXX (Bills) Clause 21 of OPWD Code, Vol-II & to the Clause- 6 of F2 contract

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

Annexure – VII

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

Note-VIII- Before acceptance of tender the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

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

Contractor

Project Administrator,
ITDA, Gunupur

Amendment of codal / contractual provisions

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

Annexure – I

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

Note- (II) Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft/ Term Deposit Receipt pledged in favour of the Divisional Officer within seven days, otherwise the bid shall be cancelled & the security deposit shall be forfeited. Further, proceeding for black listing shall be initiated against the bidder.

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

Note-III. For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Project Administrator to report the actual date of completion, of the project as soon as possible through fax or e-mail so that the report is received within 7 (Seven) days of such completion by the concern Project Administrator. Chief Engineer & the Administrative Department.

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

Before 30% of contract period = 5% of Contract Value

Before 20% to 30% of contract period = 4% of Contract Value

Before 10% to 20% of contract period = 3% of Contract Value

Before 5% to 10% of contract period = 2% of Contract Value

Before 5% of contract period = 1% of Contract Value

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

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

Contractor

Project Administrator,
ITDA, Gunupur

Government of Odisha, Works Department, Office Memorandum

File No. 07556900012016. 11774/ W. dated. 03.08.2017

Sub:-Amendment to Codal / Contractual provisions.

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

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

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

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

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

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

The statement “The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/ SBD” shall be modified as “The Procurement Officer Administrator should mention the cost of tender paper and EMD amount to be paid online as per Works Department Office Memorandum No. 6785/W dt. 09.05.2017 and as laid down in DTCN/ SBD (DTCN/ SBD is to be modified accordingly”

The Bidder shall also have to furnish as part of its Bid. The Additional Performance Security (if any) online as per the Works Department Office Memorandum No. 5288/W dt. 04.05.2016.

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

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

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

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

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

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

(c) Rule- 15.6.3 shall be deleted

(d) Rule- 15.6.6 shall be deleted.

Contractor

Project Administrator,
ITDA, Gunupur

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

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

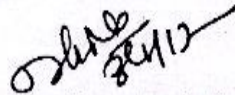
(VII)- Rule- 23.3.1 in Appendix- IX (A) of OPWD Code, Volume – II

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

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

The statement "The minimum period of blocking of Portal Registration shall in no case be less than 90 days" shall be modifies as "The minimum period of blocking of Portal Registration shall in no case be less than 180 days"

1. This shall take effect from the date of issue of this Office Memorandum
2. Accordingly. Relevant existing codal / contractual provision exist vide Office Memorandum No. 7885/W dt. 23.07.2013 of Works Department stands modified with effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide dt. 06.07.2017.


EIC - cum - Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

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

Sub:- Amendment of Codal & Contractual Provisions.

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

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

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

Contractor

Project Administrator,
ITDA, Gunupur

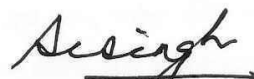
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

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

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

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

By order of the Governor

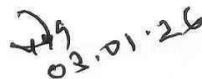


Principal Secretary to Government

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

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

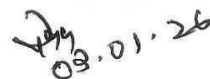
They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



EIC-cum-Special Secretary to Government

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

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



EIC-cum-Special Secretary to Government

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 632 /W., Bhubaneswar Dt. 2.1.26

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

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

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

By order of the Governor



Principal Secretary to Government

Contractor

Project Administrator,
ITDA, Gunupur

CHECK LIST**A. General**

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

Other Informations

1. **Contractor's registration certificate** (attested copy) : Furnished / Not furnished
Valid up to
2. **PAN Card** (attested copy) : No.....
Furnished / Not furnished
Valid up to
3. **GSTIN Certificate** (attested copy) : Furnished / Not furnished
Valid up to
4. **E.M.D.@1% of estimated cost** : Furnished / Not furnished
5. **Paper Cost** : Furnished / Not furnished
6. **Valid Labour License** : Furnished / Not furnished
7. **Affidavit (Correctness of tender)** : Furnished / Not furnished
8. **Affidavit (No relation)** : Furnished / Not furnished
9. **Affidavit (Non abandonment)** : Furnished / Not furnished

Contractor

Project Administrator,
ITDA, Gunupur

10. Details of Machinery possessed either owned / on leased / on hire.

Name of the Machineries required for Construction	Numbers		Total	Document furnished or not (Ownership / Lease / Hire agreement / Despatch invoice)
	Owned	Hired / Lease		
1. Excavator-1 2. Tractor with Trolley-1 3. Truck/Tipper-1 4. De-Watering Pump-1 5. Water tanker-1 6. Concrete mixture machine-1 7. Concrete Needle Vibrator-1 8. Concrete Plate Vibrator-1 9. Centering Shuttering items.				

Findings: -**Qualified / Not Qualified****If not Qualified, the reasons thereof:**

i)

ii)

iii)

ApprovedPROJECT ADMINISTRATOR
I.T.D.A., GUNUPUR

Contractor

Project Administrator,
ITDA, Gunupur