

GOVERNMENT OF ODISHA

**PANCHAYATI RAJ AND DRINKING
WATER DEPARTMENT**



**BID DOCUMENT
DETAILED TENDER CALL NOTICE**
(For Different Works vide BID Id No.-TCN No.03-Ghatgaon/2024-25)

OFFICE OF THE PANCHAYAT SAMITI, GHATGAON

Name of the work: - **02 Nos. of projects as per
Annexure-I of the Notice**

**DISTRICT RURAL DEVELOPMENT AGENCY,
KEONJHAR**

CONTRACTOR

1


BLOCK DEVELOPMENT OFFICE
GHATGAON



OFFICE OF THE PANCHAYAT SAMITI, GHATGAON
At/Po-Ghatagaon, Dist-Keonjhar, Pin-758027(ODISHA)
E Mail:ghatgaonblock@gmail.com

NOTICE INVITING TENDER (e-Procurement)

Bid ID No.-TCN No. 03-Ghatgaon/2024-25

No. _____/Dev Dated _____/2025

01. Block Development Officer, Ghatgaon, Keonjhar on behalf of Governor of Odisha invites bid through e-procurement for the projects as per Annexure-I to this Bid Notice. The bid should be submitted online in the website www.tendersorissa.gov.in by eligible Contractors with CDMS registration. The bidders should have necessary Portal Enrolment (with his own Digital Signature Certificate). The registered bidders of outside Odisha can also participate in this process after necessary Portal Enrolment, but shall have to subsequently undergo registration with the appropriate authority of the State Government within a month of acceptance of bid.
02. The bidders may submit bids online for the following works (Annexure-I)

Annexure-I

SI No.	Name of the Scheme	Name of the project	Amount put to tender cost in Rs.	Bid Security/Earnest Money Deposit @1% of estimated Cost In Rs.	Class of Contractor with CDMS registration	Cost of Bid Documents In Rs. (Non-Refundable)	Time for Completion
1	2	3	4	5	6	7	8
01.	S&ME	Const. of 04 no. of Addl. Class room with stair case at L.N. Degree College, Pipilia, Block-Ghatgaon	69,24,833.00	69248.00	"B"	10,000.00	6 (Six Calendar Months)
02.	S&ME	Const. of 06 no. of Addl. Class room at Tarini Thakurani Mahavidyalaya, Ghatgao, Block-Ghatgaon	76,57,660.00	76577.00	"B"	10,000.00	6 (Six Calendar Months)

03. Period for availability of tenders On-line/ Date & time of opening of tender papers.

Procurement Officer	Bid Identification No.	Availability of tender online for bidding		Date and Time of opening of Tender at Office of the Block Development Officer, Ghatgaon, Keonjhar
		From	To	
1	2	3	4	5
Block Development Officer, Ghatgaon, Keonjhar	Bid ID No. 03-Ghatgaon/2024-25	10.00 hours of 17.02.2025	17.00 hours of 27.02.2025	28.02.2024 at 11.00 A.M.

4. Bids received online shall be opened on 28.02.2025 at 11.00 AM in the conference Hall of office of the Ghatgaon Block, Ghatgaon, Keonjhar in the presence of the bidders or their authorized representatives who wish to attend. Bidders who anticipated in the Bid can witness

CONTRACTOR

2

BLOCK DEVELOPMENT OFFICE
GHATGAON

the date of opening of the bids after logging on to the site through their DSC. If the office happens to be closed on the day of opening of the bids as specified, the Bids will be opened on the next working day at the same time and venue.

5. The amount put to tender is exclusive of GST. The intending bidder should offer their rates excluding GST as applicable on works contract. The GST shall be paid over the work bill amount at the time of payment of each work bill.

6. As per Works Department Circular No.-15443/W, dated 01 08 2005, the participant bidder shall have to deposit requisite Earnest Money Deposit (EMD) of the amount put to tender of the individual project as mentioned in Annexure-I in shape of National Savings Certificate/ Term Deposit Receipt Account/ Kissan Vikash Patra/Deposit Receipt of Scheduled Bank duly pledged in favour of Block Development Officer, Ghatgaon payable at "Keonjhar" from any Nationalized Bank having its Branch at Keonjhar. No Cheque/Cash payment will be accepted.

7. The bidder shall have to deposit/remit online requisite **tender paper cost (Non-Refundable)** as mentioned in Col-7 of Annexure-I in favour of "BDO, Ghatgaon" vide **A/c No.-540510100005723, IFSC-BKID0005405, Bank of India, Ghatagaon Branch** from any nationalized Bank.

8. The requisite **EMD** of the individual project as mentioned at Column-5 in Annexure-I to the bid notice has to be remitted in favour of Block Development Officer, Ghatgaon Block, Keonjhar vide **A/c No.-540510100005723, IFSC-BKID0005405, Bank of India, Ghatagaon Branch** from any nationalized Bank.

9. Bids must be accompanied by a non-refundable fee as indicated at Column-7 of Annexure towards cost of bid documents and the amount specified at Column-5 as bid security of the individual project mentioned in Annexure-I to this bid notice payable in favour of Block Development Officer, Ghatgaon Block, Keonjhar

10. Other details can be seen from the Bidding documents which is available in the Website www.tenderodisha.gov.in.

11. Engineer contractor who wants to avail EMD Exemption shall have to furnish scan copy of affidavit along with tender, declaring there in that he/she has not yet availed EMD Exemption for three nos. of works during this financial year and to show the original CDMS registration certificate to the tender opening authority for verification without which the tender will be rejected. A bidder has to deposit 1% EMD / Bid Security of the amount put to tender rounded off to the nearest one hundred rupees, if he/she proposes to **engage machineries and equipments** as asked for in the tender documents, owned or hired but **deployed from outside the state**.

11. Tender shall be uploaded in standard formats prescribed in the bid documents displayed at Govt. of Odisha e-market place web site & submitted duly filled up. The bidder shall have to submit Experience & Performance Certificate of the same nature of work (building work) as notified as per Annexure-I of last three year from the Competent Authority. The on-line bidders should upload the **scanned clear copy of the affidavit** in support of correctness or proof of the information submitted including bid security accompanied with tender by them. They should **digitally sign** on all statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity. If the documents are not digitally signed, an **affidavit** owing genuineness of the documents should be uploaded. The **affidavit of authenticity of documents uploaded by the bidder being a legal document, checking genuinely of signature put on other uploaded documents including affidavit and lease deeds is beyond preview of the officer inviting tender. The bidder himself is liable for the authenticity of the documents if challenged by any other bidder or in the court of law. The bidder is required to submit original affidavit against each project.**

CONTRACTOR

3


BLOCK DEVELOPMENT OFFICE
GHATGAON

12. As per Office Memorandum No. 14299 / Dtd. 03.10.2017 of Works Department, Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in accordance with latest circular of works Department 4559 / dt. 05.04.2021 indicated as Sl. No. 6 & 7 in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Block development Officer, Ghatgaon Block within seven days from the date of opening/lottery, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder following all codal procedures from time to time as laid down.

13. Addl. Performance security shall be submitted by 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/rate than the estimated cost put to tender shall have to furnish an amount as stipulated below towards additional performance security(APS) within seven days of issue of letter of Acceptance (LoA) by the Block Development Officer, Ghatgaon , Keonjhar

Sl. No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Up to 4.99%	No Additional Performance Security to be deposited by the successful bidder
2	From 5.00% up to 9.99%	50% of (Difference between estimated cost put to tender and Bid Amount) to be deposited by the successful bidder
3	From 10.00% and above	150% of (Difference between estimated cost put to tender and Bid Amount) to be deposited by the successful bidder

It should be in shape of Term Deposit Receipt (TDR) in favour of Block Development Officer, Ghatgaon payable at Keonjhar. The successful bidder may also submit APS in shape of Bank Guarantee issued in favour of Block Development Officer, Ghatgaon from any Nationalized bank located at Keonjhar. The Bank Guarantee (BG) should remain valid till one month after expiry of stipulated date of completion of the work as per LoA.

14. Bidders are advised to note the minimum qualification criteria specified in Clause-11 of the instruction to bidders to qualify for the award of the contract. Interested bidders may obtain clarifications regarding the minimum qualification criteria from the office of the Block Development Officer, Ghatgaon Keonjhar prior to participation in the bid.
15. Bid documents consisting of qualifying informations and eligibility of the bidders, plans, specification, drawings, the schedule of quantities of estimate and abstract of various classes of work is available in the Website www.tendersorissa.gov.in.
16. Bid for the work shall remain open for acceptance for a period of (90) Ninety days from the last date of receipt of Bids. If any Bidder/ Tenderer withdraw his/her Bid/ tender before the said period or makes any modifications in the terms and conditions of the Bid, the said earnest money shall stand forfeited. Conditional Bid in any manner is subject to forfeiture of EMD.
17. No Engineer of Gazetted Rank or other Gazetted Officer employ in Engineering or Administrative duties in an Engineering Department in State Government is allowed to work as contractor for a period of two years after his retirement from Government Service without Government permission.

CONTRACTOR

18. Clear scanned copies of No relation certificate in shape of affidavit, original valid Contractor Data Management System (CDMS) Registration Certificate, valid & active GST Certificate, PAN, Affidavit regarding correctness / authenticity of document for each work separately, Affidavits for claiming / availing of price preference in case of SC/ ST / Physically Handicapped Contractors should be clearly indicate and mention the e-mail ID & contact no. also should be uploaded along with the Bid documents for any such immediate contact and smooth facilitation in communication facility to the concerned bidder. Non-visible copies of documents may be liable for rejection of BID.
19. The participating bidders must submit original affidavit of authenticity of documents uploaded and non-debarment from any Govt. Organization, original Demand Draft for cost of Bid Documents (Non-refundable) and EMD in shape of National Savings Certificate/ Term Deposit Receipt Account/ Kissan Vikash Patra/Deposit Receipt of Scheduled Bank duly pledged in favour of Block Development Officer, Ghatgaon in a sealed cover on or before 27.02.2025 till 5.00 P.M. and addressed to the Block Development Officer, AT/PO-Ghatgaon, Dist-Keonjhar, Pin-758027 through registered/Speed post only failing which participation of the bidder will not be entertained and the bid will be rejected. The bidders must superscribe the Serial No. and Name of the work/project on the sealed envelope.
20. The bidder must produce original documents for verification at the time of opening of tender.
21. The bidder shall have to furnish No relation certificate along with the bid documents to the effect that no officer of the Department to the rank of Junior Engineer or above is related to him.
22. The bidder quoting more than 14.99% less (decimals up to two numbers will be taken for all practical purpose) rate such bid will be rejected.
23. Further corrigendum if any can be seen from the website. www.tendersorissa.gov.in / office Notice Board.
24. GST to be imposed as applicable.
25. The bid is liable to be rejected if the TDRs submitted found fake and criminal action shall be initiated against the bidder.
26. In case of transparent lottery need to be conducted in accordance with the works department order no.12366 dtd 08.11.2013, the lottery will be held in the Conference Hall of office of the Ghatgaon Block, Keonjhar. The date of lottery will be intimated to the bidders through Contact no./ WhatsApp/ email/ Office Notice Board. If any deviation in this due to some unavoidable circumstances, it will be intimated as per given contact no. / WhatsApp/ mail ID / office Notice Board for bidder information and the remaining process will be taken care in the next working day or any suitable date as fixed and the same time and venue will be intimated.
27. Successful tenderers will be intimated for executing Agreement timely with due instructions and S.O.P followed by Govt. time to time. It is binding on successful bidder to extend all necessary support in getting the quality control tests required till completion of the work in all respect at his own cost.
28. Authority reserves the rights to reject any or all the tenders without assigning any reason thereof.
29. Any changes regarding Bid security-declaration from finance department Govt. of Odisha will be followed.

CONTRACTOR

5

BLOCK DEVELOPMENT OFFICE
GHATGAON

NB: Bidder must upload the scanned copies of the following documents:

1. Financial Instrument towards paper cost and EMD as per TCN/ DTCN In favour of Block Development Officer, Ghatgaon Block.
2. GST Registration Certificate.
3. PAN Card.
4. Contractor Registration Certificate.
5. Affidavit in support of authenticity of the documents.
6. Experience & Performance Certificate of the same nature of work (building work) as notified as per Annexure-I of last three year from the Competent Authority

-sd-

Block Development Officer
Ghatgaon

CONTRACTOR :

6


BLOCK DEVELOPMENT OFFICE
GHATGAON

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper (As per Annexure-I of the Notice)	D.T.C.N Clause No 02			
02.	All the E.M.Ds requirements mentioned in the DTCN shall be Guided as per (Bid Security Declaration as per Schedule-K) vide F.D OM No.8943 dtd 18 03 2021	D.T.C.N Clause No.03			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender as per O.M. No.4559 Dt.05.04.2021 of Works Dept., Govt. of Odisha.	D.T.C.N Clause No.28			
04.	Copy of valid Registration Certificate.	D.T.C.N Clause No.04			
05.	Copy of GST Registration Certificate (GSTIN)	D.T.C.N Clause No.04			
06.	Copy of PAN Card	D.T.C.N Clause No.04			
07.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.09			
08.	Works Experience -	D.T.C.N Clause No.10			
(A)	List of projects executed that are similar in nature to the work (Schedule-D1)				
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)				
09.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.08			
(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.08			
10.	MOU with E.I Contractor	D.T.C.N Clause No.06 (iii)			
(A)					
10.	Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 80% marks to be obtained). (Proof of ownership of Tools & Plants and machineries are to be furnished in shape of copy of invoices / required sale deed incase of 2 nd purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Panchayat Samiti, Ghatgaon of PR & DW Department within 90 days of last date of receipt of tender is allowed.	D.T.C.N Clause No.07			
(B)					
	List of plants and equipments	Requirement			
01	Concrete Mixer	2 Nos.			
02	Needle vibrator	1 No.			
03	Plate vibrator	1 No.			
04	Water Tanker	1 No.			
05	Centering and shuttering materials	500 sqm			
06	Truck/ Tipper	2 Nos.			
07	Generator (33 KVA)	1 No.			
(B)	Certificate by the Block Development Officer, Ghatgaon under whom the machineries/equipments are deployed as per Annexure-III of Schedule-C	D.T.C.N Clause No.07			
(C)	Time Schedule for movement of equipments / machineries available with the tenderer from one site to work site as per Annexure-IV of Schedule-C	D.T.C.N Clause No.07			

CONTRACTOR

7

BLOCK DEVELOPMENT OFFICE
GHATGAON

**OFFICE OF THE PANCHAYAT SAMITI, GHATGAON,
KEONJHAR
CONTRACT DATA**

A. GENERAL INFORMATIONS

SI No	Item	Details
1	Name of the Work	As per Annexure-I of the Notice
2.	Employer	Block Development Officer, Ghatgaon, Keonjhar.
3.	Employer's Representative	Assistant Executive Engineer, Ghatgaon Block
4	Accepting Authority	Block Development Officer, Ghatgaon, Keonjhar.
5	Estimated Cost	Rs.69,24,833.00 up to 76,57,660.00

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	06 (Six) Calendar Months
7	Last Date & time of submission of Bid	Date: 08.08.2024 Time 17.30 hours through online
8	Cost of Bid Document	
	i. Bank draft amount	Mentioned in Column No.-7 of Annexure-I of Tender Call Notice (Offline)
	ii. in favour of	Block Development Officer, Ghatgaon, Keonjhar.
	iii. payable at	Keonjhar
9	Bid Security	
	i. Amount	Mentioned in Column No.-5 of Annexure-I of Tender Call Notice (Offline)
	ii. in favour of	Block Development Officer, Ghatgaon, Keonjhar.
	iv. Type of instrument	As specified in the Bid document
10	Additional Performance Security	
	i. Amount	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender as per O.M. No.8484 Dt.05.04.2022 of Works Dept., Govt. of Odisha.
	ii. in favour of	Block Development Officer, Ghatgaon, Keonjhar.
	iv. Type of instrument	As specified in the Bid document
11	Bid validity period	90 (Ninety) days
12	Currency of Contract	Indian Rupee
13	Language of Contract	English

Sd/-

BLOCK DEVELOPMENT OFFICER
GHATGAON

BLOCK DEVELOPMENT OFFICE

GHATGAON

CONTRACTOR

OFFICE OF THE PANCHAYAT SAMITI, GHATGAON
At/Po-Ghatagaon, Dist-Keonjhar, Pin-758027(ODISHA)
E Mail:ghatgaonblock@gmail.com

DETAILED TENDER CALL NOTICE

(Bid ID No.-TCN No. 03-Ghatgaon/2024-25)

Block Development Officer, Ghatgaon, Keonjhar on behalf of Governor of Odisha invites bid through e-procurement for the projects as per Annexure-I to the Bid Notice. The bid should be submitted online in the website www.tendersorissa.gov.in by eligible **Contractors with CDMS registration**. The bidders should have necessary Portal Enrolment (with his own Digital Signature Certificate). The registered bidders of outside Odisha can also participate in this process after necessary Portal Enrolment, but shall have to subsequently undergo registration with the appropriate authority of the State Government within a month of acceptance of bid.

1. The period for availability of online tender starts from **10.00 A.M. of 17.02.2025 to till 5.30 P.M. of 27.02.2025**. Bids shall be received through online only and shall be opened on **28.02.2025 at 11.00 AM in the Conference Hall of Office of the Ghatgaon Block, Keonjhar** in the presence of the bidders or their authorized representatives.
2. The bidder shall have to deposit/remit online requisite **tender paper cost (Non-Refundable)** as mentioned in Col-7 of Annexure-I in favour of "BDO, Ghatgaon" vide **A/c No.-540510100005723, IFSC-BKID0005405, Bank of India, Ghatagaon Branch** from any nationalized Bank.
3. The requisite **EMD** of the individual project as mentioned at Column-5 in Annexure-I to the bid notice has to be remitted in favour of Block Development Officer, Ghatgaon Block, Keonjhar vide **A/c No.-540510100005723, IFSC-BKID0005405, Bank of India, Ghatagaon Branch** from any nationalized Bank. The successful bidder shall have to deposit more EMD @ 1% of the individual project at the time of execution of Agreement.
4. (i) The lowest preferred bidder is required to produce documents viz original Registration certificate, GST Registration Certificate (GSTIN), PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, within five days from the date of opening of the tender (price bid). Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for **rejection**.

(ii) In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

(iii) The companies or individuals registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H. work invariably should accompany their tender papers. The Civil Contractor in order to take part in the Composite tender should enter into a sub-contract agreement with eligible Registered P.H. & Electrical Contractors having valid **M.V./ H.T.** license (Associate with the sub-contractor) and a copy of such agreement for the work after due registration should be attached with the Tender in original and this shall also form a part of the tender. If the Civil Contractor

is having registration in P.H. and Electrical works under the same name and style, the question of joint venture does not arise. The tender papers shall bear signature of authorised person of the tenderer, the letter of authorization should accompany tender papers. The authorisation should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil, P.H. and Electrical Items of work to the Engineer-in- Charge. Non-furnishing of sub-contract agreement with illegible registered electrical contractor having valid MV / IIT license, copy of Registration Certificate, PAN Card, Valid GSTN of E.I. Contractor should be furnished else the bid will be **summararily rejected**.

(iv) (a) The contractor will be drawn in P.W.D. P-I contract form and will constitute 3 parts as follows.

- a. Part – I : For Civil items of works
- b. Part – II : For P.H items of work
- c. Part – III : For Electrical. Items of works

The contract shall be drawn & signed by **Block Development Officer, Ghatgaon**, on behalf of the Governor of Orissa.

(b) The Civil items of works as per Part-I of Schedule of quantities, P.H. items of works (both internal & external) as per Part-II of the Scheduled of quantities and Electrical items of works (both internal & external) as per part-III of Schedules of quantities of the Agreement shall be supervised measured and check measured by the **Block Development Officer, Ghatgaon**.

5. The work is to be completed in all respects within the period as **mentioned against individual project in col-8 of Annexure-I**. Tenderers whose tender is accepted must submit a work programme at the time of execution of Agreement.
6. All tenders received will remain valid for a period of **90 (Ninety)** days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
7. (i) The Contractors are required to furnish evidence of ownership of principal machineries/equipments in **Schedule-C** as per **Annexure-I** for which contractor shall have to secure **minimum 70% of mark failing which the tender shall be liable for rejection**.

(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Block Development Officer, Ghatgaon as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Block Development Officer, Ghatgaon of Government of Odisha under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender.

(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **10 days from the date of execution of Agreement**.

(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of **12 (Tweleve) months** from the last date of receipt of Bid documents. (The contracts/agreements/lease deed should be prepared on or after the date of notification and before the last date of receipt the Bid for the tendered work.)
8. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.
 - (ii) If any discrepancy is found in the percentage quoted in percentage excess/ less and total rate quoted by the Contractor, then percentage will be taken as correct.
 - (iii) The tender shall be written legibly and free from erasures, over writings or corrections of figures . corrections, over writings & interpolations where unavoidable should made by making out, initialing ,dating and rewriting
22. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
 23. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers can not be entertained.
 24. The drawing furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
 25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries have been misjudged can not be entertained.
 26. The offer of tender shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.
 27. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
 28. 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 Term Deposit Receipt pledged in favour of the Block development Officer, Ghatgaon from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Keonjhar **within seven days of issue of Letter of Acceptance (LoA) by the Block Development Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder as per Works Department Office Memorandum No.14459 dtd.20.09.2018, has been modified with O.M. No. 4559 Dt. 05.04.2021 of Works Dept., Govt. of Odisha).**

If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed.

(Amendment to Para-3.5.5 (V) Note-II of OPWD Code Vol.-I by substitution of O.M. No.14299 dt.03.10.2017 in place of O.M. No.5288 dt.04.05.2016 has been modified with O.M. No. 4559 Dt.05.04.2021 of Works Dept., Govt. of Odisha)).

Modified O.M. No.4559 Dt.05.04.2021 :

Amended vide O.M. No.4559 Dt.05.04.2021 of Works Department, Govt. of Odisha to fix the following rate of Additional Performance Security (APS).

Sl. No.	Range of difference between the estimated cost put Tender & Bid Amount	Additional performance security to deposited by the successful bidder.
1.	Below 5%	No. Additional Performance Security
2.	From 5% and above & Below 10%	50% of (Difference between estimated cost put tender & Bid Amount)

CONTRACTOR

12

BLOCK DEVELOPMENT OFFICE

GHATGAON

3.	From 10% and above	150% of (Difference between estimated cost put tender & Bid Amount)
----	--------------------	---

29. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
30. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
31. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
32. Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

33. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of whatsoever.
34. The Bid Security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
35. The bidder / tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price"). The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in shape of Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account / Bank Guarantee (O.M. No. 1499 dt. 01.02.2023) in favour of the **Block Development Officer, Ghatgaon from any Nationalized Schedule Bank in India Counter Guaranteed by its local branch at Keonjhar / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) digital document execution portal** and in no other form which shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. form No. P-1 for the fulfillment of the contract in the office of the **Block Development Officer, Ghatgaon** as directed. The security deposit and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
- The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within **15 days** following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

- a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form F2 (Now renamed as P – 1) with latest amendments.
- Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)**. No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after **Three years** of completion of the work and payment of the final bill and will not carry any interest.

As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

CONTRACTOR:

13

BLOCK DEVELOPMENT OFFICE
GHATGAON

36. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
39. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Block Development Officer, Ghatgaon will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Block Development Officer, Ghatgaon is final and binding on the contractor.
40. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- Rent, royalties and other charges of materials, octroi duty, cess, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - Fees and duties levied by the municipal, canal or water supply authorities.
 - Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalised, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
45. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that the tenders must be received in order and according to the instructions.
46. Tenderers are required to go through each clause of P.W.D. Form F-2 (Now renamed as P-1) carefully in addition to the clause mentioned herein before tendering.
47. All reinforced cement concrete work should conform to Orissa Detailed Standard specifications, IRC Code and Bridge code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MOSRT & H, Govt. of India.
48. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.

49. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
50. Concrete should be machine mixed unless otherwise ordered in writing by the Block Development Officer, Ghatgaon. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
51. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
52. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
53. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
54. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
55. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 (Now renamed as P-1) agreement.
56. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
57. All the materials which are to be supplied from P. W. D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After the issue from the P. W. D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one metre in length will be returned by the contractor at the issuing stores without conveyance charges.
58. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sorts of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
59. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge.
60. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the rights to shift the actual bridge position within a reasonable range in both U/s and D/s.
61. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
62. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
63. Measurement of earth work in road embankment will be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting will be economically utilised in filling.
64. The stack of road metal and gravel will be measured in boxes of $1.5m \times 1.5 M \times 0.5M$ which will be taken as $1.5m \times 1.5M \times 0.44M = 1 \text{ Cum}$. The soling stones will be measured in the suitable stacks with deduction for voids @ $1/6$ of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.

65. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
66. In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
67. The tenderer should furnish along with their tender a list of works which are at present in their hand in the prescribed proforma enclosed herewith.
68. Sinking of wells shall be measured from bottom of well cap up to bottom of cutting edge or 15 cm. above low water level whichever is less.
69. All method of sinking including pneumatic sinking by employment of drivers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and desilting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate of sinking.
70. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
71. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.
72. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate of well sinking.
73. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the department.
74. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
75. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
76. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
77. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
78. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost .The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
79. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
- b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
- e) The construction of well steining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
80. The thickness of cement concrete in top plugging should be as per Departmental drawing.
81. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance the contractor shall carry out. suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
82. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.

83. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT&I for Roads and Bridges.
84. No claim for carriage of water what-so-ever will be entertained.
85. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
86. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.(Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B.
87. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
88. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
89. **Amendment of existing Clauses :-** By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes , octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in -Charge of the work and his authorised subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
90. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
91. I) GST as applicable will be paid extra over the Gross Amount of the bill as per prevailing rate of the Govt.
ii) GST will be deducted from the contractor's bill as per prevailing of Govt. Rule.
92. I) The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Block Development Officer, Ghatgaon with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
iv) CESS @ 1 (one)% of the amount of the each bill shall be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
93. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

94. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
95. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Block Development Officer, Ghatgaon.
96. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
97. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the Building for 12 (Twelve) months from the date of successful completion of the work.
98. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
99. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I. R. C. code / MOSRT&H specifications.
100. **Tilts and shifts**
 i) Maximum permissible shift is 150mm.
 ii) Maximum permissible tilt is 1 : 80.

101. PAYMENT FOR VARIATION IN PRICES

101. **Payment for variation in price – Codal / contractual provision regarding Price Adjustment in works contract - (Vide Works Department office Memorandum No-15847 /W dt.19.11.2019.**
 Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below:-

Clause 31 :- Price Adjustment

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

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

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

(c) Following expressions and meanings are assigned to the work done during each month:
 R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

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

The formula (e) for adjustment of prices are;

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

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

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

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

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

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

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

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

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

$$V_C = 0.85 \times P_C / 100 \times R \times (C_1 - C_0) / C_0$$

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

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

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

P_C = Percentage of Cement Component of the Work.

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

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

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

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

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

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

P_s = Percentage of steel component of the work.

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

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

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

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

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

- B_0 = The official retail price of bulk bitumen at the IOC / BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.
- B_1 = The official retail price of bulk bitumen at IOC / BPCL depot at nearest center for the 15th day of the month under consideration.
- P_b = Percentage of bitumen component of the work.

31(a)(v): Adjustment towards differential cost of Pipes.

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

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

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

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

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

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

31(b): Adjustment of Labour Component

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

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

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

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

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

P_l = Percentage of labour component of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1	Cement	Grey Cement	Ordinary Port land cement
2	Bars & rods	Rebars	Mild steel long products
3	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining quarrying & construction.

101(d): APPLICATION OF ESCALATION CLAUSE:

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

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

PERCENTAGE TABLE

Sl. No.	Category of Works	% Component (Cost wise)			
		Labour (PI)	POL (Pf)	Steel (Ps)+Cement (Pc) + Bitumen (Pb)+Pipes(Ppi)+ Plant & Machinery Spare & Component(Pp) + Other materials*	
1	R&B Works (% of Component)	Road Works	5	5	90
		Bridge Works	5	5	90
		Building Works	5	5	90
2		Structural Work	5	5	90

	Irrigation Works (% of Component)	Earth, Canal & Embankment Work	5	5	90
3	PH Work	Structural Work	5	5	90
		Pipeline Work	5	5	Pipe – 70% *Machinery + Other material -20%
		Sewer line	5	5	Pipe – 70% * Machinery + Other material -20%

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

Appendix to Bid Schedule of Adjustment Data

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

Cl.No.31 of F2/P1 Contracts SI No.	Index Description	Source of Index	Base Value*	Base Date*	Weightage of Item**
31(a)(i)	Other materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			59.17%
31(a)(ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			8.09%
31(a)(iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			21.18%
31(a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot.			0.00%
31(a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			0.00%
31(b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5.00%
31(c)	POL	Official retail price of HSD at the nearest IOCL/HPCL/BPCL depot.			5.00%
31(d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			1.56%
			Total		100%

* Values to be filled up at the time of drawl of contract

** Values to be filled up in the bid document

102. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signalling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra rate will be paid to the contractor for the above rental charges etc. His rates in the tender for other items shall include this arrangement, rental

- charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
103. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rates quoted by the contractor should be inclusive of all such charges.
 104. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorised agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Block Development Officer, Ghatgaon) and to be submitted to the Engineer-in-charge every month.
 105. The tenderer should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
 106. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
 107. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the P-1 Contract.
 108. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa Detailed Standard Specification, Orissa P.W.D. Code, Bridge code and MORST&H specifications with latest revision / amendment are also binding on the part of the contractor.
 109. No part of the contract shall be sublet without written permission of the concerned Block Development Officer, Ghatgaon or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
 110. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
 111. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
 112. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas, land, approach road to the bridge site etc. are the responsibility of the contractor.
 113. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
 114. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
 115. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as for as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work are liable to be summararily rejected. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
 116. Number of tests as specified in I.R.C./ MOSRT&H / I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
 117. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC / MOSRT & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.

An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.

After completion of the road in all respects the road furnitures should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

118. Condition for issue of plant & machinery to contractor on hire :- Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the **Block Development Officer, Ghatgaon** shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill.

All transit and incidental charges in connection with the despatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.

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

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

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

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

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

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Block Development Officer, Ghatgaon shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the Block Development Officer, Ghatgaon shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached. Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.

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

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

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

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

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at **Keonjhar**.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop / store at **Keonjhar** in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Block Development Officer, Ghatgaon, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.
- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.

CONTRACTOR

25


BLOCK DEVELOPMENT OFFICE
GHATGAON

- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing. In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants.
- (n) In case of any disputes between the hirer and the Government the decision of the Block Development Officer, Ghatgaon shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

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

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State

have set their respective hand, the day and the year here in above written.

Signed by :

1. 2.

Signed sealed and delivered in the presence of

1. 2.

119. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.

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

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

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 Block Development Officer, Ghatgaon to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received within 7 (seven) days of such completion by the concerned Block Development Officer, Ghatgaon, Chief Engineer & the Administrative Department.

CONTRACTOR

26


BLOCK DEVELOPMENT OFFICE

GHATGAON

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

121. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
122. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.
123. ADDENDUM TO THE CONDITION OF F2 (Now renamed as P-1) CONTRACT
Clause-2(a) of F2 (Now renamed as P-1)Contract:-TIME CONTROL:-
- 2.1. Progress of work and Re-scheduling programme.**
- 2.1.1. The Block Development Officer, Ghatgaon/ Engineer-in- Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. 2.1.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over due Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 2.2. Extension of the Completion Date.**
- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- i) Force majeure, or
- ii) Abnormally bad weather, or

CONTRACTOR

27


BLOCK DEVELOPMENT OFFICE

GHATGAON

- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or
- v)
- vi) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- vii) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- viii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Block Development Officer, Ghatgaon (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic

without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4. Management Meetings.

- 2.4.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Item Rate F2 (now renamed as P – 1) Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

124. **ELIGIBILITY CRITERIA** : To be eligible for qualification, applicants shall furnish the followings.
- a. Required E.M.D as per the clause No. 05 and Cost of Bid document as per Clause.No.03.

- b. Scanned Copy of valid Contractor's Registration Certificate, GST Registration certificate (GSTIN), PAN card along with the tender documents as per Clause No. 4.
- c. No relationship certificate as per Clause No. 11 (Schedule – A)
- d. Information regarding (i) Evidence of ownership of principal machineries/equipments in as per Clause No. 9.
- d) Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant and affidavit to that effect including authentication of tender documents and Bank guarantee as per clause - 10. (Schedule – E & F)
- e) ~~Sub-Contract with E.I. contractor scanned copy of Registration Certificate, copy of valid GST & PAN card of E.I. Contractor should be furnished as per clause No. 6.~~
- f) ~~The contractor have experience for similar nature of work and a certificate to this effect shall be furnished by him with due signature of competent authority not below the rank of Executive Engineer under whom he has executed the same work. (Schedule-D-1)~~

125. After Acceptance of Tender agreement should be drawn with 15 days without fail strictly in accordance with DTCN.

Total:- 125 (One hundred Twenty Five) clauses only.

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

SCHEDULE-B

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE
ENGINEER/ DIPLOMA HOLDERS**

(for Super class / special class / A class contractors only)

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

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt / Central Govt / Public Sector Undertaking / private Companies and s or any one ineligible for Government service
1	2	3	4	5	6	7

CONTRACTOR

--	--	--	--	--	--	--

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

Signature of the tenderer

**INSTRUCTION TO BIDDERS
FOR
DETAILS OF THE DOCUMENTS TO BE FURNISHED WITH TENDER**

Details of document to be furnished.

1.
 - a DD towards tender cost.
 - c Copy of GST Certificate
 - d Copy of PAN Card.
 - e Copy of Registration Certificate.
 - f Affidavit regarding correctness of information /Certificate.
 - g Affidavit regarding no relation certificate in prescribed format.
 - h Tenderer represented through power of Attorney holder should ensure that the power of Attorney is duly signed and identified through an affidavit from the Registering authority containing the photograph of both the license holder and the person to whom the power of Attorney is given failing which the tender will be considered for rejection.

2. The documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidders has to provide the original to the concerned Authority on receipt of such letter. Which will be sent through registered post.

CONTRACTOR

30


 BLOCK DEVELOPMENT OFFICE
 GHATGAON

3. DTCN is to be uploaded by the bidder, The bidder has to only agree/disagree on the condition in the DTCN. The bidders, who disagree on the condition of DTCN, cannot participate in the bidder.

4. The bidders have to drop DD towards cost of tender paper in approved form duly pledged in favour of Block Development Officer, Panchayat Samiti Ghatgaon .

5. The Engineering contractor should produce their original license for exemption of EMD before signing the agreement.

6. EMD

7. Mode of Submission of Tender : Tender documents should be submitted in.

8. Period of availability of tenders on Website
/ Date of time of submission / last date
of seeking clarification / Date of opening
of tender papers.

: The details are as follows

ANNEXURE – I OF SCHEDULE-C

**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)**

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete Mixer	2 Nos.	20
02	Needle vibrator	1 No.	10
03	Plate vibrator	1 No.	10
04	Water Tanker	1 No.	10
05	Centering and shuttering materials	500 sqm	20
06	Truck/ Tipper	2 Nos.	20
07	Generator (33 KVA)	1 No.	10
TOTAL			100

NOTE:

1. Capacity of each plant and equipment should be as per specification attached separately.
2. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated along with the bid.
3. The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
4. The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.

CONTRACTOR

31


BLOCK DEVELOPMENT OFFICE
GHATGAON

5. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.
6. The bidders are required to produce ownership of lease machineries if not owned along with lease deed agreement.
7. The minimum qualifying marks of machineries is 80 (Eighty) failing which their bids will not be considered.

CONTRACTOR

32


BLOCK DEVELOPMENT OFFICE
GHATGAON

**CERTIFICATE TO BE ISSUED BY THE BLOCK DEVELOPMENT OFFICER, GHATGAON
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)**

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

Certified that,

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

BLOCK DEVELOPMENT OFFICER, GHATGAON

ANNEXURE - IV OF SCHEDULE-C

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

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

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

Signature

CONTRACTOR


 BLOCK DEVELOPMENT OFFICE
 GHATGAON

SCHEDULE "C"

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

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

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

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

CONTRACTOR

GHATGAON

Signature



SCHEDULE-D-1

WORKING EXPERIENCE
D-1. LIST OF PROJECTS EXECUTED

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

CONTRACTOR
GHATGAON


BLOCK DEVELOPMENT OFFICE

Signature

SCHEDULE-D-2

WORKING EXPERIENCE
D-2. LIST OF PROJECTS IN PROGRESS

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

CONTRACTOR
GHATGAON

Signature


BLOCK DEVELOPMENT OFFICE

37

CONTRACTOR

GHATGAON

SCHEDULE-"E"

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

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

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

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

(Signed by an Authorised Officer of the firm)

Title of Officer

Name of Firm

Date:

CONTRACTOR

38


BLOCK DEVELOPMENT OFFICER
GHATGAON

BIDDERS CONTACT INFORMATION

Name of the Bidder :

Address :

Telephone No. :

Mobile No. :

E_mail Id :

Signature of contractor/Bidder

CONTRACTOR

39

**BLOCK DEVELOPMENT OFFICER
GHATGAON**

OFFICE OF THE CHIEF ENGINEER
 Research Development & Quality Promotion
 (R & B) ODISHA, BHUBANESWAR



Handwritten initials
 No. 2864(3)
 From

/Dated 11.09.2012.

Sri Rasananda Sahoo
 Chief Engineer, R.D. & Q.P. (R&B), Shubaneswar.

To
 The Chief Engineer, D.P.I & Roads/
 Chief Engineer, World Bank Projects/
 Chief Engineer, Buildings, Odisha, Bhubaneswar.

Sub: Use of reinforcement steel from secondary producers/re-rolling mills-
 Durability of structures.

Sir,

It is needless to reiterate that reinforcement steel is a vital constituent in the construction of infrastructures contributing /imparting long term durability to the structures. But it is sadly noticed and observed that reinforcement steels manufactured by secondary producers/Re-rolling Mills are used in some cases taking advantage/plea of no specific mention/provisions/stipulations in the agreement regarding use of steel of approved manufacturer. Samples of many other brands of reinforcement steel (other than SAIL) are received in the laboratory from field divisions for testing. It is a matter of concern and the menace should be dealt sternly.

It is, therefore, suggested that stringent conditions/provisions may be enacted and imposed in the DTCN/Agreement to enforce use of reinforcement steel from primary producers such as SAIL or TISCO or RINIL which are approved by Ministry of Steel , Govt. of India and consistent with stipulations in CPWD works manual-2012, section-27. 2. TISCO and RINIL besides SAIL may also be stipulated in the DTCN/ Contract as approved make/manufacturer. Some thoughts on above issue are as follows:-

Besides the physical tests it should be binding/mandatory on the contractor in the contract to undertake chemical tests of the reinforcement steel in conformity with IS-1786:2008. The requirement of chemical composition of reinforcement steel as per IS-1786:2008 is reproduced below:-

Constituent	Percent, Maximum						
	Fe-415	Fe-415D	Fe-500	Fe-500D	Fe-550	Fe-550D	Fe-600
Carbon	0.30	0.25	0.30	0.25	0.30	0.25	0.30
Sulphur	0.060	0.045	0.055	0.040	0.055	0.040	0.040
Phosphorus	0.060	0.045	0.055	0.040	0.050	0.040	0.040
Sulphur & Phosphorus	0.110	0.085	0.105	0.075	0.100	0.075	0.075

P.T.O.

In this context, it is ascertained from the Director, IMMT, Bhubaneswar (Institute of mineral and materials Technology) formerly RRL under CSIR, Government of India that chemical tests of reinforcement steel are undertaken by the institute. The Executive Engineers may be instructed to contact IMMT and mandatorily conduct chemical tests of reinforcement steels used in structures. The confirmation regarding testing of chemical composition of reinforcement steel and testing charges of IMMT is enclosed herewith vide copy of IMMT, Bhubaneswar letter No.2475 dt.4.9.12.

In case of non-availability of steel from primary producers and in extreme exigency, the NIT approving authority may permit use of reinforcement steel bars procured from secondary producers which shall conform to the specifications as per IS-1786:2008 pertaining to Fe-415/Fe-500/Fe-550 grade of steel as specified in the design/drawings. The contractor shall have to obtain and furnish test certificates (both physical & chemical tests as per IS-1786:2008) to the Engineers-in-Charge.

However as a deterrent and to discourage/dissuade the contractor from using steel from secondary producers, and to obviate the plea of non-availability of steel of approved manufacturer and in case of un-authorized use of steel from secondary producers/re-rolling mills, it may be stipulated in such cases in the DTCN /Contract as follows:-

- (1) The base price of reinforcement bars as stipulated under schedule.....shall be reduced by
Rs. Per MT.
- (2) The rate of providing and laying reinforcement bars as quoted by the contractor in the tender shall also be reduced by Rs..... per MT.(The rate of reduction shall be same as (1) above plus over heads as applicable).
- (3) The rates under (1) & (2) shall be specified by NIT approving authority at the time of issue of NIT.

(NOTE:- The above suggestion is in conformity to the CPWD works manual-2012 Section-27.2).

The contractor shall have to produce delivery challan/purchase voucher to ensure genuineness of steel procured from approved manufacturers (SAIL, TISCO, RINL) or their authorised dealers. During passing of the bill the Executive Engineer and the Divisional Accounts Officer shall verify the delivery challan/purchase voucher for ensuring the quality and quantity of Reinforcement steel used. The original copy of the purchase vouchers/delivery challan and test

P.T.O.

Certificates shall be attached with the bills. In case of any deviation the E.E. and D.A.O. shall be held squarely responsible.

It is requested that the above points may be deliberated/debated and suitable action may be taken to stipulate stringent provisions in the contract. Above all, the E. Es. may be instructed/impressed upon/enthused to change their mindset/attitude and exercise their authority and control in the field to enforce use of reinforcement steel from SAIL/RINIL/TISCO or otherwise invite/attract disciplinary action.

The S.Es. may also be instructed to verify the use of reinforcement steel of approved make at site and ensure chemical composition as per BIS norms by chemical tests and record the fact in their inspection reports.

Encl:- As above.

Yours faithfully,

[Signature]
11/09/12

Chief Engineer, R.D. & Q.P.(R&B).

/dt. 11.09.2012.

Memo No. 2865

Copy submitted to the Engineer-in-Chief-cum-Secretary to Government, Works Department, Odisha, Bhubaneswar for kind information and necessary action.

A copy of letter No.2475 dt.4.9.12 of Institute of Minerals & materials Technology, Bhubaneswar regarding chemical tests of reinforcement steel is enclosed for reference.

Encl:- As above

[Signature]
11/09/12

Chief Engineer, R.D. & Q.P.(R&B).

/dt. 11.09.2012.

Memo No. 2866

Copy forwarded to the Chief Engineer, National Highway, Odisha, Bhubaneswar for information and necessary action.

A copy of letter No.2475 dt.4.9.12 of Institute of Minerals & materials Technology, Bhubaneswar regarding chemical tests of reinforcement steel is enclosed for reference.

Encl:- As above

[Signature]
11/09/12

Chief Engineer, R.D. & Q.P.(R&B).

/dt. 11.09.2012.

Memo No. 2867(10)

Copy forwarded to all Superintending Engineers in -Charge of (R&B) Circles/All S. Es. in-Charge of N.H. Circles for information and necessary action.

A copy of letter No.2475 dt.4.9.12 of Institute of Minerals & materials Technology, Bhubaneswar regarding chemical tests of reinforcement steel is enclosed for reference.

Encl:- As above

[Signature]
11/09/12

Chief Engineer, R.D. & Q.P.(R&B).

/dt. 11.09.2012.

Memo No. 2868(2)

Copy forwarded to Deputy Director Research, RD&QP, Bhubaneswar/Executive Engineer, Quality Control (R&B) Division, Cuttack for information and necessary action.

A copy of letter No.2475 dt.4.9.12 of Institute of Minerals & materials Technology, Bhubaneswar regarding chemical tests of reinforcement steel is enclosed for reference.

Encl:- As above

[Signature]
11/09/12

Chief Engineer, R.D. & Q.P.(R&B).



खनिज एवं पदार्थ प्रौद्योगिकी संस्थान
INSTITUTE OF MINERALS & MATERIALS TECHNOLOGY

(Formerly Regional Research Laboratory)
राष्ट्रीय विज्ञान आयोग, भुवनेश्वर
Council of Scientific & Industrial Research

भुवनेश्वर - 751013, 311571, 311011, Bhubaneswar - 751013, Orissa, INDIA

BY HAND/POST

Ref. No: RDPD/HPB/T&A(C) /RDQP(R&B)/09/2012

Date: 04.09.2012

Dear Sir,

This has reference to your letter No. 1/CE.RDQP- (Misc)/PA.2630WE, dated 10.08.2012 regarding testing of Chemical composition of reinforced steel as per IS: 1786:2008.

DR
1/09/12
Thank you very much for showing interest for analysis work at IMMT, Bhubaneswar. IMMT can take up above analysis work. The total testing charge for chemical analysis for the required parameters is Rs. 8343/-only per sample. This cost is inclusive of service tax and cess etc. @ 12.36%. Further if you will supply more than one sample in one lot, then testing charge of subsequent sample will be charged @ Rs. 1665/- with service tax & cess for the similar material samples.

Accordingly, the charges may be paid in advance through Demand Draft drawn in favour of the Director, IMMT, Bhubaneswar, payable at Bhubaneswar.

Thanking You.

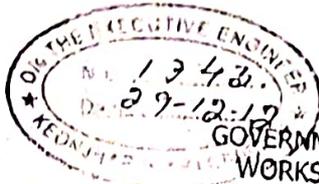
With best regards.

Yours sincerely

(Mrs) H. P. Behera
Sr. Technical Officer (3)
R & D Planning Division

TO
SRI RASANANDA SAHOO,
CHIEF ENGINEER, R. D. & Q. P. (R&B),
BHUBANESWAR.
ODISHA.

Tel: +91 (0674) 2581635 / 36 / 38 / 39, 2584092 - 95, 2595737 / 673, Fax: +91 (0674) 2581637(Admn) / 2587846(Pur) / 2531160(Dir)
Web site : www.immt.res.in



**Court Matter Urgent
BY FAX**

(69)

12595 /W., Bhubaneswar, Dated, the
0718020043 2012

22.12.2012

From
Sri P.K. Rout,
FA-cum-Additional Secretary to Government

Je
24/12

To
The Chief Engineer, DPL & Roads, Odisha,
The Chief Engineer, NHs, Odisha,
The Chief Engineer, World Bank Projects, Odisha
The Chief Engineer, Buildings, Odisha
Bhubaneswar.

**Sub:- W.P. (C) No.11889 of 2009-All Odisha Contractors Association-Vrs-
State of Odisha & Others.**

Sir,
In inviting a reference to the subject cited above, I am directed to say that the Hon'ble High Court while disposing of the above writ petition have quashed the existing guidelines and have directed in their order dated 06.07.2012 to issue fresh guidelines treating the Contractors/Executing Agencies uniformly with regard to payment/refund of differential cost of material, wages of labour and POL irrespective of the period of contract.

23/12

It is therefore, requested that the tenders invited and under process with the existing escalation clause may be cancelled and floating of tenders may be withheld till issuance of fresh guidelines.

Sh
29/12

Yours faithfully

P. K. Rout
22.12.2012

FA-cum-Addl. Secretary to Govt.

Memo No. 12596 /W., Dated. 22.12.12
Copy forwarded to Accounts-II Section/FA Cell for information and necessary action.

Memo No. 8208 (12)
Copm to all Stds / all auditors AE Schemes / all
auditors for enq. & / or

P. K. Rout
22.12.2012
FA-cum-Addl. Secretary to Govt.

29/12/12

9/4/15

edespateh
13/4/15



ID-cebuildings_orissa@yahoo.co.in
cebuildings@rediffmail.com
Tel. -(0674)-2391523
Fax:- (0674)-2395249
(0674)-2390081

OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, UNIT-V, BHUBANESWAR

No- B. III - Misc. 2013-14888 /Bhubaneswar, the 08th Apr., 2015

C I R C U L A R

The following specification is to be incorporated in the estimates and tender documents of all projects requiring use of reinforcement and structural steel as has been spelt out in Schedule of Rates 2014.

All reinforcement steel and structural steel shall be procured and used as per specifications mentioned in BISs documents - IS:1786 and IS:2062 respectively Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.

These steel shall be procured only from those firms, which are established, reliable, indigenous and primary producers of steel, having integrated steel plant (ISP) using iron ore as the basis raw materials as per ministry of Steel's guidelines.

No re-rolled steel shall be permitted in works. All other specifications and guidelines of MORT&H shall be complied.

All reinforcement steel and structural steel shall be procured from primary producers of steel - "SAIL / TATA / JINDAL STEEL / SHYAM STEEL".

Adherence to the above circular is to be followed strictly in preparation of estimate, tender documents and during execution of works.

ESTR (R)
ESTR (B)
Incorporated in
DTCN
2/13/4

Memo No. 14889 dt. 08.04.2015

A. A. S. I.
13/4/15
Chief Engineer (Buildings)
Odisha, Bhubaneswar

Copy forwarded to all Superintending Engineers / Executive Engineers of (R&B) wing for information and strict adherence.

A. A. S. I.
13/4/15
Chief Engineer (Buildings)
Odisha, Bhubaneswar

28

Government of Odisha
Works Department

Office Memorandum

File No.07556900042013 (Pt-IV) - 12366

W. Dated. 8-11-2013

Sub:-Amendment of Codal / Contractual provisions.

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

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

Sd/-
EIC - cum- Secretary to Government

Memo No. 12-367

W. Dated 8-11-2013

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

Sd/-
FA - cum- Addl. Secretary to Government

Memo No. 12368

W. Dated. 8-11-2013

Copy forwarded to OSD to Chief Secretary, Odisha/ P.S to Development Commissioner- cum-Additional Chief Secretary, Odisha for information and necessary action.

Sd/-
FA - cum- Addl. Secretary to Government

Memo No. 12369

W. Dated. 8-11-2013

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

Sd/-
FA - cum- Addl. Secretary to Government

-2-

Memo No. 12370

W, Dated. 08.11.2013

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

Memo No. 12371

FA - cum- Addl. Secretary to Government

W, Dated. 08.11.2013

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

Memo No. 12372

FA - cum- Addl. Secretary to Government

W, Dated. 08.11.2013

Copy forwarded to the Head, State Portal Group, IT Centre, Ground Floor, North Annexe of Secretariat for information and necessary action.

He is requested to display it in the web-site of State Government.

Memo No. 12373

FA - cum- Addl. Secretary to Government

W, Dated. 08.11.2013

Copy forwarded to the Director, Printing, Stationary & Publication, Orissa, Cuttack for information and necessary action.

He is requested to publish it in the next issue of Orissa Gazette.

Memo No. 12374

FA - cum- Addl. Secretary to Government

W, Dated. 08.11.2013

Copy forwarded to AC-I Section / AC-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action

FA - cum- Addl. Secretary to Government

1) Amendment to Para-3.4.16 (a) (vii) of OPWD Code, Vol-I by substitution Annexure-I

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

2) Amendment to Para-3.5.14 Note-I of OPWD Code, Vol-I by inclusion Annexure- II

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

Annexure- III

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

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



CONTRACTOR

48

BLOCK DEVELOPMENT OFFICER
GHATGAON

Annexure- IV

4) (A) Amendment to Para-3.5.5 (V) Note-II 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 Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE,CE & the Administrative Department. The Incentive for timely completion should be on a graduated scale of one percent to 10 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale

Before 30% of contract period =10% of Contract Value
Before 20 to30% of contract period=7.5% of Contract Value
Before 10 to 20% of contract period=5% of Contract Value
Before 5 to 10% of contract period=2.5% of Contract Value
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 rates, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.

Jalinder

Annexure- VI

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

Bills- Clause -21- For works above values Rs 5 00 lakh in civil works and work value above Rs 1 00 lakh in electrical/PH works the J.E.s & A.E.s will be required to submit bill for each on going work on 20th or next working day of every month to the concerned E.E. The E.E. on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The E.E. in charge of the Division will furnish a certificate to the chief engineer with copy to the concerned SE that the bills for above mentioned 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

Jalal

GOVERNMENT OF ODISHA
FINANCE DEPARTMENT

No. 8943 /F
FIN-COD-MISC-0007-2019

Dated 18.03.2021

OFFICE MEMORANDUM

Subject: Bid Security / Earnest Money Deposit (EMD)

To safeguard against a bidder's withdrawing or altering its bid during the bid validity period, Bid Security (also known as Earnest Money Deposit) is obtained from bidders except those who are exempted from paying Bid Security as per para-21 of FDOM No 4939/F Dated 13.02.2012. Besides, the State Government have exempted Micro and Small Enterprises (MSEs) as defined in Odisha MSME Development Policy, 2016 and Start-ups as defined under Odisha Start-ups Policy, 2016 from payment of Bid Security while participating in tenders vide FDOM No 27928/F Dated 16.10.2020.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among vendors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of vendors to bid in tenders and hence reduce competition. Besides, Government of India have made provision in Rule-171 of General Financial Rule, 2017 asking the bidders for executing a "Bid Security Declaration" in lieu of Bid Security with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

3. Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to Covid-19 pandemic, it is hereby decided that **no provisions regarding Bid Security should be kept in the Bid Documents and only provision**

1 | Page

A. K. S.

for "Bid Security Declaration" should be kept. Further, wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalize the tender.

4. These Instructions shall be applicable for all kinds of procurements viz Goods, Consultancy, Non-consultation and Works.

5. These Instructions shall be deemed to be a part of Odisha General Financial Rules.

6. Works Department shall make suitable amendment in the relevant provisions of OPWD Code.

7. The above instructions will be applicable for all the tenders issued till 31.12.2021.

By Order of Governor,

Ashok
12/13/2021

(Ashok Kumar Meena)
Principal Secretary to Government

GOVERNMENT OF ODISHA
FINANCE DEPARTMENT

No. 8952 /F
FIN-COD-MISC-0007-2019

Dated 18.08.2021

OFFICE MEMORANDUM

Subject: Performance Security

To ensure due performance of contract **Performance Security** is to be obtained from the successful bidder which is awarded the contract at the rate of **five to ten per cent** of the value of the contract as per para-22 of FDOM No 4939/F Dated 13.02.2012.

2. On account of slowdown in economy due to the pandemic, the State Government is in receipt of many representations that there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts. Besides, Government of India have also reduced the rate of Performance Security from **five to ten per cent** to three per cent of the value of the contract.

3. In view of the above, the **State Government is pleased to reduce Performance Security from existing five to ten per cent to three per cent of the value of the contract for all existing contracts.** However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/court proceedings have been already started or are contemplated.

1/P/B

A.P.U.

Memo No 8953 /F Dated 18.03.2021

Copy forwarded to the Principal Secretary to Hon'ble Governor / Private Secretary to Hon'ble Chief Minister / P.S to Hon'ble Minister, Finance & Excise for kind information of Hon'ble Governor / Hon'ble Chief Minister / Hon'ble Minister, Finance & Excise.

A. P. Singh
18/3/2021
Deputy Secretary to Government

Memo No 8954 /F Dated 18.03.2021

Copy forwarded to OSD to Chief Secretary for kind information of Chief Secretary.

A. P. Singh
18/3/2021
Deputy Secretary to Government

Memo No 8955 /F Dated 18.03.2021

Copy forwarded to all Departments / Secretary OLA / Accountant General (A&E), Odisha, Bhubaneswar / Accountant General (G&SSA), Odisha, Bhubaneswar / Accountant General (E&RSA), Odisha, Bhubaneswar / Deputy Accountant General (Works), Odisha, Puri / Advocate General, Odisha, Cuttack / All Financial Advisors / All Assistant Financial Advisors / Director, Gopabandhu Academy of Administration, Bhubaneswar / Principal, short Hand and Type Writing Institute, Bhubaneswar / all Treasury Officers / All Special Treasury Officers / All Sub-Treasury Officers for information and necessary action.

A. P. Singh
18/3/2021
Deputy Secretary to Government

Memo No 8956 /F Dated 18.03.2021

Copy forwarded to all Heads of Department/ All Revenue Divisional Commissioners / All Collectors for information and necessary action.

A. P. Singh
18/3/2021
Deputy Secretary to Government

3 Page

Memo No. 8957 /F Dated 18.03.2021

Copy forwarded to P.S. to Principal Secretary / P.S. to all Special Secretaries / P.S. to all Additional Secretaries of Finance Department for kind information of Principal Secretary / Special Secretaries / Additional Secretaries.

A.P.W.
18/3/2021
Deputy Secretary to Government

Memo No. 8958 /F Dated 18.03.2021

Copy forwarded to Commissioner of CT & GST, Odisha, Cuttack / Director, Madhusudan Das Regional Academy of Financial Management, Chandrasekharpur, Bhubaneswar / Director, Small Savings, Odisha / Director of Treasuries and Inspection, Odisha, Bhubaneswar / Director, Local Fund Audit, Odisha, Bhubaneswar / Controller of Accounts, Odisha, Bhubaneswar / Chairman, Sales Tax Tribunal, Odisha, Bhubaneswar for information and necessary action.

A.P.W.
18/3/2021
Deputy Secretary to Government

Memo No. 8959 /F Dated 18.03.2021

Copy forwarded to all Officers / all Branches of Finance Department for information and necessary action.

A.P.W.
18/3/2021
Deputy Secretary to Government

Memo No. 8960 /F Dated 18.03.2021

Copy forwarded to the Head, Portal Group, Lok Seva Bhawan, Bhubaneswar, Odisha for information and necessary action. It is requested to host this Office Memorandum in the website of Finance Department (www.odisha.gov.in / finance).

A.P.W.
18/3/2021
Deputy Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

No.07556900052021 4559 W., Bhubaneswar, Dated. the 5-4-2021

Subject:-Additional Performance Security In case of Abnormally Low Bids (ALBs).

Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender to the extent of exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

3. In view of the above, the State Government is pleased to fix the following rate of Additional Performance Security;

Sl No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
i.	Below 5%	No Additional Performance Security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

4. This shall take effect from the date of issue of this Office Memorandum.

5. The codal provision exists in Works Department Office Memorandum No.14459/W dated 20.09.2018 stands modified to the above extent with effect from the date of issue of this Office Memorandum.

By order of Governor,

Dr. Krishan Kumar
(Dr. Krishan Kumar) 5/4

Commissioner-cum-Secretary to Government

Memo No. 4560 W., Dated 5-4-2021

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

Memo No. 4561 W., Dated 5-4-2021
FA-cum-Additional Secretary to Government

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

Memo No. 4562 W., Dated 5-4-2021
FA-cum-Additional Secretary to Government

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

Memo No. 4563 W., Dated 5-4-2021
FA-cum-Additional Secretary to Government

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

Memo No. 4564 W., Dated 5-4-2021
FA-cum-Additional Secretary to Government

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

Memo No. 4565 W., Dated 5-4-2021
FA-cum-Additional Secretary to Government

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

Memo No. 4566 W., Dated 5-4-2021
FA-cum-Additional Secretary to Government

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

FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

No.07556900052021(PI)

5992

W., Dated 27.04.2021

OFFICE MEMORANDUM

Subject: Performance Security

To ensure due performance of contract **Performance Security** is to be obtained from the successful bidder who is awarded the contract as per codal provision under Rule-13 of Appendix-VIII of OPWD Code, Volume-II. As per Rule-13 of Appendix-VIII of OPWD Code, Volume-II, the contractor has to deposit 1% of the bid amount at the time of drawal of Agreement as initial security deposit. Besides, contractors of Super, Special, A and B Classes will be required to furnish Security Deposit by way of deduction from their bills at the rate of 5% of the gross amount of each bill whereas in case of C & D Class Contractors, such deduction will be made at the rate of 3% of the gross amount of each bill. As per Note-I of Para 3.5.19 of OPWD Code, Volume-I, in case of execution of work under Special Contract Agreement, an insurance policy of guarantee bond from two well known wealthy persons of probity, nominated by the contracting firm and approved by the Chief Engineer for a sum equivalent to 10% of the contract amount may be taken.

2. On account of slowdown in economy due the Pandemic COVID-19, the State Government is in receipt of many representations that there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts. Besides, Government of India have also reduced the rate of Performance Security from five to ten per cent to three percent of the value of the contract.

3. In view of the above, the **State Government is pleased to reduce Performance Security from existing five to ten per cent to three per cent of the value of the contract for all existing contracts.** However, the benefit of reduced Performance Security will not be given in the contracts under dispute wherein arbitration / court proceedings have been already started or are contemplated

4. All tenders / contracts issued / concluded till **31.12.2021** should also have the provision of reduced Performance Security

5. In all contracts where Performance Security has been reduced to 3%, in view of the above stipulations, the reduced percentage of Performance Security shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond **31.12.2021**. Similarly, in all contracts entered into with

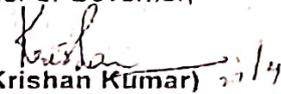


the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond 31.12.2021.

6. Wherever, there is compelling circumstances to ask for Performance Security in excess of three per cent as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender. Specific reasons justifying the exception shall be recorded.

7. The relevant provision of the OPWD Code stands amended accordingly.

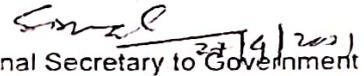
By order of Governor,


(Dr. Krishan Kumar) 27/4

Commissioner-cum-Secretary to Government

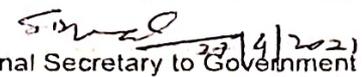
Memo No. 5993 W., Dated. 27-04-21

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


FA-cum-Additional Secretary to Government

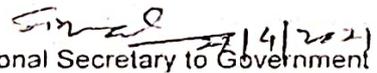
Memo No. 5994 W., Dated. 27-04-21

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


FA-cum-Additional Secretary to Government

Memo No. 5995 W., Dated. 27-04-21

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


FA-cum-Additional Secretary to Government

Memo No. 5996 W., Dated. 27-04-21

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


FA-cum-Additional Secretary to Government

Memo No. 5997 W., Dated 27-04-21 -3-

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

Memo No. 5998 W., Dated 27-04-21 FA-cum-Additional Secretary to Government
Signed 27/04/2021

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

Memo No. 5999 W., Dated 27-04-21 FA-cum-Additional Secretary to Government
Signed 27/04/2021

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

Signed 27/04/2021
FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

No. 07559600192022-1437 Bhubaneswar, Dated the 21-1-2023

OFFICE MEMORANDUM

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

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

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

If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But, if more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders' their authorized representatives, the concerned Sr. Executive Engineer of concerned Division and DAO will remain present.

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

By order of the Governor

(Vir Vikram Yadav, IAS)
Principal Secretary to Government

Memo No. 1438

W. Dated. 21-1-2023

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

IA-cum-Additional Secretary to Government

Memo No. 1439

W. Dated. 21-1-2023

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

IA-cum-Additional Secretary to Government

(JTO)

Amended
- Remove the word
18
31/1/23

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

[Signature]
31/01/2023

IA-cum-Additional Secretary to Government

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

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

[Signature]
31/01/2023

IA-cum-Additional Secretary to Government

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

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

[Signature]
31/01/2023

IA-cum-Additional Secretary to Government

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

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

[Signature]
31/01/2023

IA-cum-Additional Secretary to Government

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

Copy forwarded to Accounts-I Section / Accounts-II Section / Road Section / Plan Section / Building Section / Budget Section / NIS Section / EC & AA Section / EXP Section for information and necessary action.

[Signature]
31/01/2023

IA-cum-Additional Secretary to Government

Total :- 64 (Sixty Four) pages only

APPROVED for 64 (Sixty Four) pages only

Sd/- Bhagabat Prasad Mohapatra
Block Development Officer,
Ghatgaon

CONTRACTOR

BLOCK DEVELOPMENT OFFICER
GHATGAON

CONTRACTOR

63

BLOCK DEVELOPMENT OFFICER
GHATGAON