

GOVERNMENT OF ORISSA  
WORKS DEPARTMENT

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No. Codes-11/85- 10639 /W., Dated. 27-5-05.  
From

Sri A.K. Bhadra,  
F. A-Cum-Joint Secy. to Govt.

To

The Engineer-in-Chief(Civil), Orissa/  
Engineer-in-Chief, Water Resources, Orissa/  
F. A-Cum-Addl. Secy. to Govt., W.R. Deptt./  
F. A-Cum-Addl. Secy. to Govt., R.D. Deptt./  
Chief Engineer, DPI & Roads, Orissa/  
Chief Engineer, Buildings, Orissa/  
Chief Engineer, Bridges, Orissa/  
Chief Engineer, RD&OP, Orissa/  
Chief Engineer, N.Hs, Orissa/  
Chief Architect, Orissa/  
Chief Engineer, Water Resources, Orissa/  
Chief Engineer, R.W-I, Orissa/  
Chief Engineer, R.W-II, Orissa/  
Chief Engineer, P.H. (Urban), Orissa/  
Chief Engineer, Electricity, Orissa/  
F. A-Cum-Joint Secy. to Govt., H&UD, Deptt./  
F. A-Cum-Joint Secy. to Govt., Energy Deptt./  
Spl. Officer-Cum-Joint Secy. to Govt., Finance Deptt./

Sub:- Amendment to O.P.W.D. Code and Condition of Contract.

Sir,

In inviting a reference to above subject, I am directed to say that after careful consideration Government have been pleased to make amendment to O.P.W.D. Code and Condition of Contract as per Annexure-A, B, C, D.

2. These amendment shall take effect from the date of issue of the order.

3. This has been concurred in by the Finance Department in their U.O.R. No.491-WF-I, dt.17.9.04.

Encl:- As above

Yours faithfully,

Memo No.

10640

F. A-Cum-Joint Secy. to Government.

/W., Dated.

27-5-05.

Copy with copy of the enclosures forwarded to the P.S. to Hon'ble Minister, Finance, Orissa/P.S. to Hon'ble Minister, Works & Housing, Orissa for favour of information and necessary action.

F. A-Cum-Joint Secy. to Government.

P.T.O.



Memo No. 10641/W., Dated. 27-5-05.

Copy with copy of the enclosure forwarded to the Finance Department/ Water Resources Department/Rural Development Department/ H & U.D. Department/ Energy Department/ All other Departments of Government of Orissa/ Managing Director, M/S OB & CC Ltd., Bhubaneswar /Managing Director, M/s OCC Ltd., Bhubaneswar for favour of information and necessary action.

*[Signature]*  
F. A-Cum-Joint Secy. to Govt. 26/5/05

Memo No. 10642/W., Dated. 27-5-05.

Copy with copy of the enclosure forwarded to the Accountant General (A&E) Orissa, Bhubaneswar/Senior Deputy Accountant General (Works Audit & Projects), Orissa, Puri for favour of information and necessary action.

*[Signature]*  
F. A-Cum-Joint Secy. to Govt. 26/5/05

Memo No. 10643/W., Dated. 27-5-05.

Copy with copy of the enclosure forwarded to the Director, Printing, Stationary and Publication, Orissa, Cuttack for favour of information and necessary action.

He is requested to publish these amendment in the next issue of Orissa Gazettee and supply 100 (hundred) spare copies to this Department for favour of reference.

*[Signature]*  
F. A-Cum-Joint Secy. to Govt. 26/5/05

Memo No. 10644/W., Dated. 27-5-05.

Copy with copy of the enclosure forwarded to all Superintending Engineers/ Executive Engineers for favour of information and necessary action.

*[Signature]*  
F. A-Cum-Joint Secy. to Govt. 26/5/05

Memo No. 10645/W., Dated. 27-5-05.

Copy with copy of the enclosure forwarded to all Officers/ Sections/ P.S. to E.I.C-Cum-Secretary to Govt., Works Department for favour of information and necessary action.

*[Signature]*  
F. A-Cum-Joint Secy. to Govt. 26/5/05

JN/  
*[Signature]*

Amendment to Para-3.2.3 of O.P.W.D. Code, Volume-I

Existing provision contained in Para- 3.2.3 of OPWD Code, Volume-1 is amended as follows:-

It is the duty of the local Officer of the Department requiring the work to obtain the requisite administrative approval in two stages. An application for according 1st stage administrative approval for preparing Detail Project Report (DPR) should be submitted by the local Officer requiring the work to the authority competent to accord it. Expenditure towards preparation of this DPR will be met out of the lump provision made in the budget for survey and investigation.

After receipt of Detail Project Report (DPR) steps will be taken for land acquisition, forest clearance, preparation of detail alignment drawing (GAD) and detailed estimate. Thereafter, 2nd stage Administrative Approval of Competent Authority, on this detail estimate will be obtained by local Officer requiring the work.

Budget provision for minimum 15% of the project cost is required for according 2nd stage administrative approval by Competent Authority. However, for relaxation of this budget provision of 15% of project cost approval of the Finance Deptt. may be obtained on case to case basis.

This detail estimate will be countersigned by the authority competent to accord technical sanction and will be forwarded by the Countersigning Authority direct to the Competent Authority. The amount of Departmental charges, if any leviable on the works should be clearly indicated in the estimate as a separate item below the total for works outlay. When works of other Department are provided in the P.W. Department budget, no departmental charge is leviable.

(P.T.O)



Amendment to Clause 2(b) of Item rate (F2) Agreement:-

Existing provision contained in clause-2(b) of Item Rate(F2) Agreement for rescission of work is amended as follows:-

" To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of leftover work will be realized from the Contractor as penalty".

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Amendment to Appendix-VII of O.P.W.D. Code Volume-II:-

" Rs. 10,000/- as mentioned in Rule-1 and Note-(vi) to Rule-4 of Appendix-VII shall be substituted by Rs. 50,000/-".

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Amendment to Rule-8 of Appendix-WIII of O.P.W.D. Code Volume-II:-

Existing provision contained in Rule-8 of Appendix-WIII is amended as follows.

" A committee constituted with the Financial Advisor of the Administrative Department or an Officer authorized by him and Superintending Engineer/ Executive Engineer of the Office of the E.I.C/Chief Engineer will jointly review the compliance report received from the Divisions on pending Store Verification Party reports and fix-up final responsibility for loss and irregularity".

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