GOVERNMENT OF ODISHA

AGRICULTURE DEPARTMENT

DOCUMENTS FOR COVER - I

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE WORKS: -

1. Construction of approach road, ERM of office rooms & Supply of Furniture to FIAC AUL
2. E.R.M., & Furnishing of EE (Agril.), Kendrapara
3. Upgradation & Renovation of FIAC Kendrapara
4. Upgradation, Renovation of FIAC Mahakalpada
5. Extension, Renovation, Modernisation of ADO Marshaghai
6. Extension, Renovation, Modernisation of FIAC Marshaghai
7. External colouring, construction of vehicle stand of FIAC Pattamundai
8. Construction of vehicle stand & provision of water supply system to FIAC Rajkanika
9. Repair & Renovation of FIAC, Rajnagar.

OFFICE OF THE EXECUTIVE ENGINEER (AGRIL.), KENDRAPADA DIVISION, KENDRAPADA
Phone-9437278017, EmailId- eeagril.Kendrapara@gmail.com

INVITATIONS FOR BIDS THROUGH e-Procurement

No-02 Date-29.10.2026

Bid Identification No/e – Procurement Notice No.–**E.E (A), Kendrapada Division, Kendrapada – 02/2026-27**

1. The Executive Engineer (Agril.), Kendrapada Division, Kendrapada on behalf of the Governor of Odisha invites **Percentage** Rate Bids in **Single cover** system for the works as detailed in table below.

Sl. No.	Name of the work	Approximate Estimated cost put to Tender (Excluding G.S.T) (Rs.)	Cost of Bid Documents (in Rs.)	Class of Contractor	Period of Completion	Cost of EMD @1% in the form of TDR
1	2	3	4	5	6	7
1	Construction of approach road, ERM of office rooms & Supply of Furniture to FIAC AUL	3,34,110.00	2,000.00	C & D	3 (Three calendar month)	3,341.00
2	E.R.M., & Furnishing of EE (Agril.), Kendrapara	3,17,505.00	2,000.00	C & D	3 (Three calendar month)	3,175.00
3	Upgradation & Renovation of FIAC Kendrapara	3,31,094.00	2,000.00	C & D	3 (Three calendar month)	3,311.00
4	Upgradation, Renovation of FIAC Mahakalpada	3,10,398.00	2,000.00	C & D	3 (Three calendar month)	3,104.00
5	Extension, Renovation, Modernisation of ADO Marshaghai	2,50,027.00	2,000.00	C & D	3 (Three calendar month)	2,500.00
6	Extension, Renovation, Modernisation of FIAC Marshaghai	2,38,921.00	2,000.00	C & D	3 (Three calendar month)	2,389.00
7	External colouring, construction of vehicle stand of FIAC Pattamundai	4,05,647.00	2,000.00	C & D	3 (Three calendar month)	4,057.00
8	Construction of vehicle stand & provision of water supply system to FIAC Rajkanika	3,23,979.00	2,000.00	C & D	3 (Three calendar month)	3,240.00
9	Repair & Renovation of FIAC, Rajnagar	3,33,614.00	2,000.00	C & D	3 (Three calendar month)	3,336.00

The bidders have to participate in ONLINE bidding only. The website for "ONLINE BIDDING" is http://tendersorissa.gov.in.

Bid documents will be available in above Website from Dt.**30.10.2026** at **10.00 AM** to Dt.**09.11.2026** at **5.00 P.M** for "ONLINE BIDDING". **Date of submission of original Demand Draft and Photocopies of all other bid documents from 30.10.2026** at **10.00 AM** to **Dt. 10.11.2026** up to **5.00 P.M. (Except holidays), failing which the online bid will not be considered. The bidders should submit only those documents via offline which are uploaded through online mode. No extra documents will be accepted via offline under any circumstances.** Bids shall be opened from 10.30 AM onwards on Dt.**11.11.2026.**

The bidder must possess a matching class compatible Digital Signature Certificate (DSC).

Further details and other terms and conditions can be seen from DTCN in the e-Procurement website **www.tendersorissa.gov.in**

N.B: Subsequent corrigendum / addendum if required shall be available In the website as indicated above

Er. Shankarshan Mallik
Executive Engineer (Agril)
Kendrapada Division, Kendrapada

Memo No. 1346 // Agril. Dated- 29.10.2026

Copy with 'e' Procurement Notice submitted to the Director of Agriculture & Food Production, Odisha, Bhubaneswar for favour of kind information & necessary action.

Er.Shankarshan Mallik
Executive Engineer (Agril.)
Kendrapada Division, Kendrapada

Memo No.1347 // Agril. Dated – 29.10.2026

Copy with 'e' Procurement Notice submitted to the Chief Engineer (Agril.), Odisha, Bhubaneswar for favour of kind information & necessary action.

Er.Shankarshan Mallik
Executive Engineer (Agril.)
Kendrapada Division, Kendrapada

Memo No.1348 // Agril. Dated – 29.10.2026

Copy with 'e' Procurement Notice submitted to the Superintending Engineer (Agril.) Central Zone, Bhubaneswar for favour of kind information & necessary action.

Er.Shankarshan Mallik
Executive Engineer (Agril.)
Kendrapada Division, Kendrapada

Memo No.1349 // Agril. Dated 29.10.2026

Copy submitted to the Chief District Agriculture Officer, Kendrapada /Jajpur for favour of kind information & necessary action.

Er.Shankarshan Mallik
Executive Engineer (Agril.)
Kendrapada Division, Kendrapada

Memo No: 1350 // Agril. Dated 29.10.2026

Copy forwarded to the Assistant Executive Engineer (Agril.), Jajpur /Kendrapada Subdivision / Assistant Agriculture Engineer, (All) under AE Division Kendrapada for information.

Er.Shankarshan Mallik
Executive Engineer (Agril.)
Kendrapada Division, Kendrapada

Memo No. 1351// Agril. Dated 29.10.2026

Copy with ‘e’ Procurement Notice to Office Notice Board, Office of the Executive Engineer (Agril.), Kendrapada Division, Kendrapada for information.

Er.Shankarshan Mallik
Executive Engineer (Agril.)
Kendrapada Division, Kendrapada

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the work: - .

Sl. No	Particulars	Reference to Clause no	Whether furnished		Reference to Page no
			Yes	No	
01.	Cost of tender paper as per list attached against each work. (In shape of DD)	D.T.C.N Clause No.03			
02.	Bid security (EMD) (In shape of TDR)	D.T.C.N. Clause No.05			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.06			
04.	Copy of valid GST clearance certificate (Form 3B)	D.T.C.N Clause No.06			
05.	Copy of PAN Card	D.T.C.N Clause No.06			
06.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.11			
07 (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-D)	D.T.C.N Clause No.09			
(B)	Affidavit (Schedule-E)	D.T.C.N Clause No.09			

Signature of the bidder

OFFICE OF THE EXECUTIVE ENGINEER (AGRIL.), KENDRAPADA DIVISION, KENDRAPADA

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl. No.	Particulars	Details
1	Bid Identification No.	E.E. (A), Kendrapada Division, Kendrapada – **02/2026-27**
2	Name of the Work	1. Construction of approach road, ERM of office rooms & Supply of Furniture to FIAC AUL 2. E.R.M., & Furnishing of EE (Agril.), Kendrapara 3. Upgradation & Renovation of FIAC Kendrapara 4. Upgradation, Renovation of FIAC Mahakalpada 5. Extension, Renovation, Modernisation of ADO Marshaghai 6. Extension, Renovation, Modernisation of FIAC Marshaghai 7. External colouring, construction of vehicle stand of FIAC Pattamundai 8. Construction of vehicle stand & provision of water supply system to FIAC Rajkanika 9. Repair & Renovation of FIAC, Rajnagar.
3	Officer inviting tender	Executive Engineer (Agril.), Agriculture Engineering Division, Kendrapada
4	Accepting Authority	Executive Engineer (Agril.), Agriculture Engineering Division, Kendrapada
5	Estimated Cost	Mentioned against Name of the work in the list.

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion as per clause 7 of DTCN		**Calendar months (As mentioned in Column 06) from the date of issue of work order.**
7	Last Date & time of submission of online Bid (Clause No. 1 of DTCN.)		**Time: 5.00 PM** **Dt. 09.11.2026**
8	Date of original Demand Draft & Photocopies of all bid documents submission Failing which **the online bid will not be Considered.**		**Time: 10.00 AM up to 1.00 PM (except holidays)** Dt.**30.10.2026** at **10.00 AM** to Dt.**10.11.2026 up to 5.00 P.M.**
9	Cost of Bid Document in shape of Demand Draft (DD) (Clause No. 3 of DTCN.)		
	I	Bank draft amount	As mentioned against each work of the list.
	Ii	in favour of	Executive Engineer (Agril.), Agriculture Engineering Division, Kendrapara
	Iii	payable at	Kendrapada
10	Bid Security EMD In shape of TDR (Clause No. 5 of DTCN.)		
	i	Amount	As mentioned against each work of the list.
	ii	Pledged in favour of	Executive Engineer (Agril.), Agriculture Engineering Division, Kendrapara
	iii	payable at	Kendrapada
11	Bid validity period (Clause No. 8 of DTCN.)		90 days
12	Minimum period of contract / agreement		As per DTCN
13	Currency of Contract		Indian Rupees
14	Language of Contract		English

Er.Shankarshan Mallik
Executive Engineer (Agril.)
Kendrapada Division, Kendrapada

Procedure to participate in online bidding e-procurement

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc.
    - **a.** To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
    - b. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersOdisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
    - c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidence towards his eligibility for such exemption.
    - d. If the *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

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

1.4. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal. The final bid tender should be submitted in the tender drop box Personally/Through Courier/ Speed post kept in the office of Executive Engineer (Agril.) Kendrapada division, Kendrapada within stipulated date and time as mentioned in the bid. The sealed envelope must prominently display the **Name of the Bidder** and the **Name of the Work**.

1.6. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid in the office of the Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid

documents (after signing) while up-loading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8. Any addendum issued shall be part of the bidding documents and shall be notified in the website www.tendersOdisha.gov.in / notice board and through paper publication.

1.8.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be affected by using DSC of appropriate class.

2. **BID SECURITY:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written pages of the bid security and upload the same to the system in designated place. The online bidder shall deposit the original copy of the 'bid security' within the specified period mentioned in the DTCN (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 If the Bidder fails to submit the original documents for verification within the stipulated date, his bid security shall be forfeited and his portal registration shall be cancelled and his name shall also be informed to the registering authority for cancellation of his registration.

2.2. The Bidders having facility of exemption of Bid Security should submit the original registration certificate along with the Bid Cost during the time of submission of financial instruments. In such cases, Non-verification of original documents after opening of the Technical Bid will amount to lose one benefit of exemption during the financial year and the same will be entered in the original registration Certificate and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

3. **FORMAT AND SIGNING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission.The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

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

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place, he clicks the submit button to submit the bid to the portal.

3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive.

4. **SECURITY OF BID SUBMISSION:**

4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

6. LATE BIDS :

6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS :

7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, with-drawl of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his with drawl addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

8.1.2. Each activity is date and time stamped with **user** details. For time stamping, server time is taken as the reference.

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

8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

8.4. During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared. (in case of 2 cover system)

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

8.5. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

8.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.

8.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bidcost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished.

8.5.3. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify to the documents in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation.

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

8.5.5. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will

finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

8.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

8.7. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids. (for 2 cover system bid)

8.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

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

8.7.3. At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.7.4. The responsive bidders' name, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

8.7.5. Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

8.7.6. The Technical Bid in Cover – I and financial Bid in cover – 2 is prescribed only for the works estimated over 50.00 Lakhs. However only one cover mentioning price bid in percentage required for submission in case work estimated below Rs. 50.00 Lakhs.

Er.Shankarshan Mallik
Executive Engineer (Agril.)
Kendrapada Division, Kendrapada

OFFICE OF THE EXECUTIVE ENGINEER (AGRIL.), AGRICULTURE ENGINEERING DIVISION, KENDRAPADA

DETAILED TENDER CALL NOTICE

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(As the work is time bound and there is no chance of spillover of funds to next year, ordinarily no time extension shall be granted other than exceptional condition like natural calamities (Flood, cyclone etc) and of serious nature. The bidders expecting time extension on ordinary grounds need not apply.)

Sealed **percentage rate** bids are invited on **ONLINE in single cover system** as **the criteria mentioned as per in column 05 Class** contractors registered with the State Governments and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM" and also MNRE approved dealer/ system manufacturer/ OREDA empaneled contractor/ OAIC/OLIC/ RWSS empaneled contractor.**

1. Construction of approach road, ERM of office rooms & Supply of Furniture to FIAC AUL
2. E.R.M., & Furnishing of EE (Agril.), Kendrapara
3. Upgradation & Renovation of FIAC Kendrapara
4. Upgradation, Renovation of FIAC Mahakalpada
5. Extension, Renovation, Modernisation of ADO Marshaghai
6. Extension, Renovation, Modernisation of FIAC Marshaghai
7. External colouring, construction of vehicle stand of FIAC Pattamundai
8. Construction of vehicle stand & provision of water supply system to FIAC Rajkanika
9. Repair & Renovation of FIAC, Rajnagar.

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1. The Bid documents are available from official website of Government: **http://www.tendersodisha.gov.in**from **of Dt.30.10.2026 at 10.00 AM to Dt.09.11.2026 up to 5.00 PM. The last date and time of submission of Bid is as per contract data.**

2. The Technical Bid documents (Cover-I) will be opened by the assigned officer in the office of the **Executive Engineer (Agril.), Kendrapada Division, Kendrapada** at **10.30 AM & onwards** on **Dt.11.11.2026** in the presence of the bidders or their authorized representatives who wish to attend.

3. The cost of Bid documents in shape of demand draft issued from any nationalized scheduled bank may be prepared in the name of the **Executive Engineer (Agril.), Agriculture Engineering Division, Kendrapada and payable at** the place as mentioned in the **Contract Data** towards cost of bid. The Bid cost shall be deposited in shape of Bank Draft prepared on or before the last date of receipt along with the Bid. The DD submitted towards paper cost shall be made in the name of bidder itself.

4. The bid is to be submitted in single covers. (in case of work above 50.0 Lakhs)

(i) Cover-I is to contain scanned EMD, paper Cost and bid document, scanned copy of registration certificate, PAN card, valid GST clearance certificate, undertaking/certificates duly filled, affidavit and documents required as per the relevant clauses of this DTCN.

(ii) Cover-II is to contain the price bid duly filled in and signed by the bidder.

In case of tender below rupees 50.0 Lakhs single cover be submitted.

5. The online bid must be accompanied with scanned copies of bid security declaration/EMD in lieu of TDR (bid security) with stipulation that if they withdraw or modify their bids during period of validity etc. they will be suspended for a period of one Year as per office memorandum no.8943/FIN-COD-MISC-007-2019/F Dtd 18.03.202. The Term Deposit Receipt (TDR) submitted towards EMD / Security Deposit shall be issued in the name of the Bidder / Bidding Entity. In cases where the TDR is submitted in the name of an entity or individual other than the Bidder, the submission must be accompanied by an **Affidavit on Non-Judicial Stamp Paper** (duly notarized), executing the explicit written consent and unconditional authorization of the original TDR holder in favor of the Bidder for the purpose of this tender. Bids submitted with third-party TDRs lacking the mandatory affidavit and written consent shall be treated as non-responsive and are liable to be summarily rejected without any further reference.

6. The bidder has to submit the scanned copies of contractor registration certificate, GST & GST clearance (GST-3B) and PAN card, and the same in hard copy (self-attested) at the time of submission of documents. The tender accepting authority **will verify** the original of all the scanned documents of the **successful lowest bidder only** within 7 days of opening of tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for three years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder. **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.

7. The work is to be completed in all respects within the **time period** as specified in the **Contract Data**. Bidders whose bid is accepted must submit a work programmed at the time of execution of Agreement.

8. All **bids** received will remain **valid** for a period as specified in the **Contract Data** after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.

9. 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 bidder is to furnish scanned copy an affidavit at the time of submission of bid about the authentication of bid documents. An affidavit (in original) to this effect is to be furnished in Schedule-E. Non furnishing of the scanned copy of information in Schedule –D and required affidavit in Schedule –E, the bid document will be summarily rejected.**

10. **If it is detected subsequently at any stage that the awardee executant has sublet the work or given power of attorney to any person then the agreement executed will automatically stands cancelled.**

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11. **No Relation certificate** the bidder has to furnish the no relation certificate in schedule-A.
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state Dept. or Assistant/Under Secretary & above in the Administration Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. **The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.**

12 If an individual makes the application, the individual should sign above his full type written name and current address.

13. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.

14. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

15. Deleted.

16. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.

17. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

18. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.

19. All the bidders should submit the hard copies of document in the tender box within the stipulated time period (The bidders should submit only those documents via offline which are uploaded through online mode.). Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.

20. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006)

In case of Percentage Rate tender,:-

i. The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.

ii. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.

iii. The Contractor will quote percentage excess/less up to two decimal points only. If he writes the percentage excess/less, more than two decimal points, the first two decimal point shall only be considered without rounding off.

iv. In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.

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

vi. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.

vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill

21. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.

22. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold well 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.

23. Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

24. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.

25. No bidder will be allowed to execute more than 03(three) projects enlisted in this notice even if he/she is found to be the lowest bidder in all such other projects and in such case, the undersigned will be the sole authority to decide to whom the other projects will be awarded as per eligibility and in the interest of public service

26. Deleted.

27. The bidder should not be a defaulter. (i.e. who has not completed the work in the due time under Agriculture Engineering Division, Kendrapada)

28. **(i) Amendment to Appendix-IX, Clause-36 of OPWD code Vol-II by inclusion. (As per O.M.-17941 dt.08.10.2026 of Works Department)**

In supersession of Works Department O.M. No.173, dated 03.01.2026, O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026, it has been decided that the Additional Performance Security (APS) shall be obtained from the selected bidder, on an incremental basis, where the accepted bid price is lower than the Cost Put to Tender, in the following manner:

The Additional Performance Security (APS) shall be calculated as a percentage of the accepted Bid Price of the selected bidder. For the purpose of determining the APS, the percentage by which the accepted Bid Price is lower than the Cost Put to Tender shall be calculated and rounded off.

The rounded-off percentage so determined shall be referred to as the Rounding Off of Percentage Less (ROPL) of accepted Bid Price and shall form the basis for calculation of the APS in accordance with the applicable incremental rate prescribed under this Office Memorandum.

Rounding Off of Percentage Less (ROPL) of accepted Bid Price, i.e. the percentage by which the accepted Bid Price is less than the Cost Put to Tender, shall be as follows:

- ***Where the decimal fraction is less than 0.50, the percentage shall be rounded off to the next lower whole percentage.***
- ***Where the decimal fraction is 0.50 or above, the percentage shall be rounded off to the next higher whole percentage.***
- ***For avoidance of doubt, 13.25% less shall be reckoned as 13% less, whereas 13.50% less shall be reckoned as 14% less, for the purpose of determining the applicable APS under this Office Memorandum. .***

(ii)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)	Where the accepted bid price is such that the ROPL is up to (-) 10%	No Additional Performance Security
ii)	Where the accepted bid price is such that the ROPL is below (-) 10% but not below (-)20%	The additional performance security percentage shall be incremented by

		0.2% for every percentage of ROPL below (-)10%; for avoidance of doubt, if ROPL is (-)13%, then APS shall be @ 0.2% times(13-10)=0.6% of accepted bid price
iii)	Where the accepted bid price is such that the ROPL is below (-)20% but not below (-)30%	The additional performance security percentage shall be incremented by 0.3% for every percentage of ROPL below (-)20% in addition to 2% of the accepted bid price; for avoidance of doubt, if ROPL is (-)24%, then APS shall be @ 0.3% times (24-20) + 2% = 1.2% + 2% of accepted bid price
iv)	Where the accepted bid price is such that the ROPL is below (-)30% or more	The additional performance security percentage shall be incremented by 0.5% for every percentage of ROPL below (-)30% in addition to 5% of the accepted bid price; for avoidance of doubt, if ROPL is (-)37%, then APS shall be @ 0.5\% times(37-30)+5% = 3.5%+5% of accepted bid price.

The additional performance security shall be treated as part of the performance security.The provision of additional performance security shall be applicable to all forms of tender except Turnkey Tender. Justification for abnormally low bids shall be scrutinized by the Technical Committee and recommended to the Competent Authority for Acceptance of Tender as per Para 6.3.15 of OPWD Code, Vol-[I/II] for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

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. i) Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained. (not applicable for work within 50.0 Lakhs estimated cost)

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

32. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of whatsoever.

33. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code. All other amendments time to time OPWD code so revised will be taken into force.

34. **i) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security in form of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Term Deposit Account duly pledged in favour of the Executive Engineer**

(Agril.), Kendrapada Division, Kendrapada and payable at the place as specified in the Contract Data and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the PWD Form P-1 for the fulfillment of the contract in the office of the Executive Engineer (Agril.), Kendrapada Division, Kendrapada and payable at the place as specified in the Contract Data or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 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.

ii) No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after One year of completion of the work/audit and payment of the final bill and will not carry any interest.

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

35. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
36. 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.
37. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
38. 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 Executive Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the Labour directly under intimation to the local Labour office of the Govt. The contractor shall not employ child Labour. The decision of the Executive Engineer is final and binding on the contractor.
39. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
    a. Rent, royalties and other charges of materials, octroi duty, 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 bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
    b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
    c. Suitable water supply including pipe water supply wherever available for the staff and Labour as well as for the work.
    d. Fees and duties levied by the municipal, canal or water supply authorities.
    e. Suitable equipment and wearing apparatus for the Labour engaged in risky operations.
    f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
    g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
    h. The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
40. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
41. No payment will be made for benchmarks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
42. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
43. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.

44. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office issuing the documents during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
45. Bidders are required to go through each clause of Form **P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of Form **P-1** with latest amendments shall **super cede** the condition of **D.T.C.N.**
46. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
47. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
48. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
49. Cement shall be used by paper bags and weight of one bag of cement being taken as fifty (50) Kg.
50. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
51. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
52. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
53. The 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.
54. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
55. The stack of road metal and gravel will be measured in boxes of 1.5m × 1.5 M × 0.5M which will be taken as 1.5m × 1.5M × 0.44M = 1 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.
56. 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.
57. 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.
58. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
    b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
    c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
    d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
    e) Cement or grout in coarse aggregate placed in position shall not be permitted.
59. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
60. No claim for carriage of water what-so-ever will be entertained.
61. **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 authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

62. 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.
63. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.
64. The contractor is required to pay royalty (basic royalty/DMF/EMF/Addl. Charges) to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department. The estimate has been framed as per the current basic royalty of Rs.35 for sand & Rs.130 for chips along with applicable DMF, EMF and additional charges as fixed by Collector & District Magistrate, Kendrapada & Jajpur. Further, any hike in the royalty component by the Govt. will be deducted from the contractor's bill.
65. CESS @ 1 (one)% of the amount of the estimated cost as per Tender notification read with latest corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
66. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
67. **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.**
68. **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 Executive Engineer.
69. 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 defect liability period for the work is **12 (twelve) calendar months** from the date of successful completion of the work.
70. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
71. 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 nighttime and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
72. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
73. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
74. The contractor shall have no claim whatsoever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause of the Contract.
75. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, Bridge code and MOSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
76. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer is made by power of Attorney authorizing others to receive payment on the contractor's behalf.
77. 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.

78. 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.

79. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.

80. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.

81. 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.

82. i) Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC/MOSRT&H/IS+I requirements at his own cost for providing sufficient opportunity for checking from time to time.

a. 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.

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

(a) Making a false statement or declaration.

(b) Past record of poor performance.

(c) Past record of abandoning the work halfway/ recession of contract.

(d) Past record of in-ordinate delay in completion of the work.

(e) Past history of litigation.

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

85. **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 blacklisting the renderers shall also be taken apart from disincentivising the tenderer**.

86. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2 (a) of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-

2.1. Progress of work and Re-scheduling programme.

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

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme 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, ¼th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, ¾th of the whole of the work before ¾th 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 overdue 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.

2.1.7. SC/ST/PH bidders will be given preference as due admissible in Govt. provision.

2.2. Extension of the Completion Date.

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 1 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 of **Contract** or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause of **Contract** or that the work remains incomplete.

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

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

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

2.4. Management Meetings.

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

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

As per said amendment a Contractor may be blacklisted.

a. Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
b. Involvement in any sort of tender fixing.
c. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
d. Persistent and intentional violation of important conditions of contract.
e. Security consideration of the State i.e. any action that jeopardizes the security of the State.
f. Submission of false/ fabricated / forged documents for consideration of a tender.

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

a. Tender paper cost in shape of Demand Draft (DD)
b. Bid security(EMD) in lieu of TDR**.**
c. Scanned Copy of valid Registration Certificate, Valid GST clearance certificate (Form 3B), and PAN card along with the tender documents as per **Clause No.06 of DTCN.**
d. Information in scanned copy regarding current litigation, debarring/expelling of the applicant or abandonment of work by the applicant and no relation certificate.
e. Affidavit in original
f. The bidder should not be a defaulter.

Total: -88 (Eighty-Eight) clauses only.

Approved
Er.Shankarshan Mallik
Executive Engineer (Agril.)

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

SCHEDULE-B

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER / DIPLOMA HOLDERS

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

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

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

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

Signature of the tenderer .
Date

SCHEDULE-"D"

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 summarily be rejected.

Signature

SCHEDULE -E

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.

2.The undersigned also hereby certifies that neither **our firm M/s_____ nor any of its constituent partners / I** have abandoned any road/ bridge/Irrigation /Buildings or other project work in India, nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.

3.The undersigned hereby authorized and request (s) any bank, person, firm, or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.

4.The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

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

Date:

Total: - 24 (Twenty-Four) pages only

APPROVED

Er.Shankarshan Mallik
Executive Engineer (Agril.)
AE Division, Kendrapada