

**BHUBANESWAR DEVELOPMENT AUTHORITY  
BHUBANESWAR**

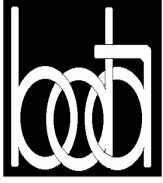
**DIVISION NO-IV**

**TENDER SCHEDULE FOR THE WORK:**

**Special Repair to 07 Nos Johnson Make Passenger Lift installed  
at Daya Enclave, Bhagabanpur, Bhubaneswar.**

**ESTIMATED COST Rs 5,93,300.00**

**2026-27**



## BHUBANESWAR DEVELOPMENT AUTHORITY

AKASH SHOVA BUILDING,  
SACHIVALAYA MARG, BHUBANESWAR – 751001  
Visit us at: <http://www.bda.gov.in>

### INVITATIONS FOR BIDS (IFB)

**Bid Identification No 452**

**dated. 17.06.2026**

1. Executive Engineer, Division-IV, BDA, Bhubaneswar on behalf of Bhubaneswar Development Authority invites percentage rate bids in **double cover system** conforming to the Detailed Tender Call Notice (DTCN) from Original Equipment Manufacturer or their authorized dealer of **Johnson Make Lift** having PAN and valid EPF & ESI registration No., GST Registration Certificate for the item of work mentioned in the table below.

Sl No	Name of work	Estimated Cost (in Rs)	EMD (in Rs)	Cost of Tender Paper (In Rs)	Period of Completion
(1)	(2)	(3)	(4)	(5)	(6)
1.	<b>Special Repair to 07 Nos Johnson Make Passenger Lift installed at Daya Enclave, Bhagabanpur, Bhubaneswar.</b>	<b>5,93,300.00</b>	1% of the estimated cost put to tender. (Through online transfer by the last date & time for receipt of bids)	4,000/- +GST @18% (Through online transfer by the last date & time for receipt of bids)	<b>15(Fifteen) days</b>

2. The Bid documents will be available in the website: <https://tendersodisha.gov.in> from **Dtd. 22.06.2026** to **Dtd. 04.07.2026** up to **17.00 Hours**.
3. Bids along with cost of tender paper and EMD (Bid Security) shall be received only “On line” on or before **Dtd. 04.07.2026** up to **17.00 Hours**. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-III.
4. Other details can be seen in the bidding documents.
5. The authority reserves the right to cancel any or all bids at any moment without assigning any reason thereof.
6. Any addendum/corrigendum/cancellation shall only be uploaded in the website: <https://tendersodisha.gov.in>

**Sd/-**

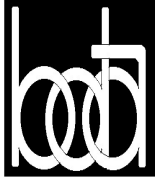
Executive Engineer  
Division-IV, BDA

**Memo No. 453 dated 17.06.2026**

Copy forwarded to the **Manager, Information and Public relation Department, Bhubaneswar, Odisha** (Mail: [ipr.advt@gmail.com](mailto:ipr.advt@gmail.com)) for favour of information and necessary action with a request to publish the above Bid Identification notice in one local English Newspaper Daily and two Odia Newspaper Dailies with a minimum space to be published on or before **Dtd. 22.06.2026** & complimentary copies of the newspapers containing the proposal may be sent both in hard copy and soft copy to this office for record and reference through [Email- bdadiv4@gmail.com](mailto:bdadiv4@gmail.com) .

**Sd/-**

Executive Engineer  
Division-IV, BDA



## BHUBANESWAR DEVELOPMENT AUTHORITY

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SI No	Name of work	Estimated Cost (in Rs)	EMD (in Rs)	Cost of Tender Paper (In Rs)	Period of Completion
(1)	(2)	(3)	(4)	(5)	(6)
1.	<b>Special Repair to 07 Nos Johnson Make Passenger Lift installed at Daya Enclave, Bhagabanpur, Bhubaneswar.</b>	<b>5,93,300.00</b>	1% of the estimated cost put to tender. (Through online transfer by the last date & time for receipt of bids)	4000/- +GST @18% (Through online transfer by the last date & time for receipt of bids)	<b>15(Fifteen) days</b>

**N.B. - The quoted rate should be all inclusive but excluding G.S.T. applicable under works contract.**

1. Bidders not registered with Government of Odisha, should be registered under Odisha Government before the award of contract failing which the bid security shall be forfeited.
2. The Bid documents will be available in the website: <https://tendersodisha.gov.in> from **Dtd. 22.06.2026**. Any addendum/corrigendum/cancellation of tender can only be seen in the said website.
3. Bids along with cost of tender paper and EMD (Bid Security) shall be received only **“On line”** on or before **Dtd.04.07.2026** up to **17.00 Hours**. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-III.
4. Bids received **on line** shall be opened **at 11.30 AM on Dtd.06.07.2026** in the office of the Executive Engineer, Division-IV, BDA, Bhubaneswar in the presence of the bidders who wish to attend. Bidders can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
5. Validity of Tender: Validity of tender shall be for a period of **90 (Ninety) days** from the date of opening of the tender (Financial bid).
6. **Bids must be accompanied by scanned copies of required affidavit by the Notary, Govt. of Odisha in an India Non-Judicial stamp paper worth Rs 10.00 as per the prescribed form appended in the DTCN indicating name of the work and Bid Identification No., Manufacturer Authorization Form obtained from OEM (Johnson Make Lift), PAN, valid EPF & ESI registration No., GST Registration Certificate and copies of system generated payment receipt of cost of bid documents and EMD (Bid Security) during online bidding. Bid submitted without the above documents in the prescribed format will be summarily rejected.**
7. Other details can be seen in the bidding documents.

8. The authority reserves the right to cancel any or all bids at any moment without assigning any reason thereof.
9. The ST/SC contractors willing to avail the facilities as fixed by Government shall have to upload scanned copies of the affidavit for the same along with tender document and produce the original affidavit along with original RC book before the competent Authority for verification, otherwise they will not be entitled to avail such facilities.

**10. Additional Performance Security:**

As per Office memorandum No.07764600022025/173/W, Bhubaneswar dated 03.01.2026 Memorandum No.07764600022025/632/W, Bhubaneswar dated 09.01.2026, Works Department, Govt. of Odisha: After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system:

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

- I. Where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- II. Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional

**Performance guarantee percentage shall be applied on the bid price;**

- III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.

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

2. These amendments shall take effect from the date of issue of the O.M.
3. Accordingly, the relevant existing Codal/contractual provision stands modified with effect from the date of issue of this O.M.
4. This has been concurred in by the Finance Department vide FileNo.FIN-WF1-MISC- 0102-2025

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

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

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

6. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.

7. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

8. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

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

**11. Minimum Eligibility criteria:**

- i. **The bidder have executed at least 5 Nos. of Special repair of Johnson Lift under any department of State Govt./ Central Govt./PSU during last three years (copy of the work order/agreement is to be furnished with this bid) failing which the bid should not be considered for acceptance at any reason whatsoever.**
- ii. **The bidder has to furnish the Manufacturer Authorization Form obtained from OEM (Jonhson Make Lift) and furnished in this bid, failing which the bid should not be considered for acceptance at any reason whatsoever.**

**Sd/-**  
Executive Engineer  
Division-IV, BDA

**Memo No 453 dated 17.06.2026**

Copy forwarded to the **Manager, Information and Public relation Department, Bhubaneswar, Odisha** (Mail: [jpr.advt@gmail.com](mailto:jpr.advt@gmail.com)) for favour of information and necessary action with a request to publish the above Bid Identification notice in one local English Newspaper Daily and two Odia Newspaper Dailies with a minimum space to be published on or before **Dto. 22.06.2026** & complimentary copies of the newspapers containing the proposal may be sent both in hard copy and soft copy to this office for record and reference through [Email- bdadiv4@gmail.com](mailto:bdadiv4@gmail.com) .

**Sd/-**  
Executive Engineer  
Division-IV, BDA

**Memo No. 454 dated 17.06.2026**

Copy to C.A to V.C for kind information of the Vice Chairman, BDA, Bhubaneswar.

**Sd/-**  
Executive Engineer  
Division-IV, BDA

**Memo No. 455 dated 17.06.2026**

Copy submitted to the Engineer Member, BDA Bhubaneswar for favour of kind information.

**Sd/-**  
Executive Engineer  
Division-IV, BDA

**Memo No. 456<sup>(4)</sup> dated 17.06.2026**

Copy to the Superintending Engineer, Division No. III, B.D.A/ Executive Engineer, I, II & V, BDA, Bhubaneswar for information. They are requested to display this tender notice in their Notice board for wide circulation.

**Sd/-**  
Executive Engineer  
Division-IV, BDA

**Memo No.457 dated 17.06.2026**

Copy to the **Sr. Manager (IT), BDA, Bhubaneswar** with a request to circulate the tenders in website of BDA from **Dtd. 22.06.2026 to Dtd. 04.07.2026** up to **17.00 hours**.

**Encl:- Hard copy of notice as above.**

**Sd/-**  
Executive Engineer  
Division-IV, BDA

**Memo No. 458 dated 17.06.2026**

Copy to Office Notice Board of Division-IV, BDA for publicity and copy to Guard file for record.

**Sd/-**  
Executive Engineer  
Division-IV, BDA

### 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.	Scan copy of technical instrument towards cost of tender paper Rs.6,000.00 & GST Rs.1080.00 (online Mode)	D.T.C.N Clause No.07			
02.	Scan cope of Bid Security (EMD) (online mode)	D.T.C.N Clause No.07			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender (for successful bidder)	D.T.C.N Clause No.11			
04.	Copy of valid Registration Certificate	D.T.C.N Clause No.07			
05.	Copy of GST Registration Certificate and GSTIN	D.T.C.N Clause No.07			
06.	Copy of PAN Card	D.T.C.N Clause No.07			
07.	No Relationship Certificate	D.T.C.N At P-30			
08.	Scan copy of E.P.F. & E.S.I. Registration Certificate should be submitted.(In case the tenderer do not possess EPF or ESI at the time of submitting tender, same shall be produced before drawl of agreement or before 1 <sup>st</sup> RA Bill )	D.T.C.N Clause No.07			
09.	Works Experience -				
(A)	List of projects executed that are similar in nature to the work (Schedule-D1)	Deleted			
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)	Deleted			
10.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer(Schedule-E)	D.T.C.N At P-55			
(B)	Affidavit (Schedule-F)	D.T.C.N At P-56			
12.	<b>Minimum Eligibility criteria</b>				
i.	<b>The bidder have executed at least 5 Nos. of Special repair of Johnson Lift under any department of State Govt./ Central Govt./PSU during last three years (copy of the work order/agreement is to be furnished with this bid) failing which the bid should not be considered for acceptance at any reason whatsoever.</b>	D.T.C.N Clause No.11			
ii	The bidder has to furnish the Manufacturer Authorization Form obtained from OEM (Jonhson Make Lift) and furnished in this bid, failing which the bid should not be considered for acceptance at any reason whatsoever.	D.T.C.N Clause No.11			

## GENERAL CONDITIONS

1. The contractor shall be responsible for payment of all royalties other incidental charges for quarrying materials all local taxes including Sales Tax and Income Tax. The contractor shall pay Ferry and tollage charges and other local taxes shall be paid by the Contractor.
2. The Engineer-in-charge and/or Assistant Executive Engineer, Bhubaneswar Development Authority and/or Asst. Executive Engineer-in-charge of the work shall have the right to inspect the scaffolding and centering etc. made for the work and project partly or fully such structures. If found defective, the same shall be rectified by the agency in his / her opinion.
3. It should be understood clearly that no claims whatsoever shall be entertained as regards extra item of work or extra quantity of any items in excess of the estimate. Written order must be obtained from the Engineer Member and or Executive Engineer and/or Assistant Executive Engineer-in-charge for such extra items or quantity of work.
4. The contractor shall be responsible for the loss, damage or theft of any department materials supplied to him under clause No-12 of the special terms and conditions during execution of the work due to reason whatsoever, and the cost of such materials shall be recovered from him at the prevailing stock issue rate or market rates whichever is higher.
5. No part of contract shall be sublet without written permission of Vice-Chairman, B.D.A., Bhubaneswar or transfer is made by power of attorney authorizing others to receive payment on contractor's behalf.
6. The authority shall not after acceptance of contractors rates be liable to pay extra charges for load or for any other reason in case the contractor is found afterwards to have misjudged the materials available.
7. **The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.** Rates quoted should be fairly reasonable rates containing abnormal, super-flous and unworkable liable for rejection.
8. The contractor shall have to furnish certificates along with the tender to the effect that he is not in any way related to any officer of the rank of Assistant Executive Engineer and above of the Urban Development Deptt., Govt. of Orissa and or to any member or officer of the authority.
9. The Engineer Member/Engineer-in-charge and/or Assistant Executive Engineer-in-charge shall have power to make any alterations or additions to the original specification, Drawings, designs and instructions that may appeal to him to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions which may be issued to the contractor or after being signed by the Engineer-in-charge and or Assistant Executive Engineer-in-charge and such alterations shall not invalidate the contract and any addition work such the contractor may be directed to do in the manner above specific works shall be carried out by the contractor on the same conditions in all respects on which they agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the Engineer-in-charge shall be conclusive as to such proportion. And if the additional work includes any class of work for which no rates is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the State Govt. of Orissa, Dist. of Khurda during the period when the work is being

carried out on and if such mentioned class of work is not entered in the schedule of rates of Orissa, Khurda Dist. as followed by the Government of Orissa, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to change for such class of work and if the Engineer Member and / or Engineer-in-charge on behalf of the Vice-Chairman does not agree to this rate he shall be notice in writing be at liberty to cancel his order to carry out such class work and arrange to carry out in such manner as he may consider advisable PROVIDED ALWAYS that if the contractor shall commence work of any expenditure in regard thereof the rates, shall have been determined as lastly here in before mentioned, then and in such case he shall only be entitled to be paid in respect of the carried out or expenditure incurred by him prior to the of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer Member/Engineer-in-charge on behalf of the Vice-Chairman. In the event of a dispute the decision of the Vice-Chairman of the Authority shall be final.

11. For delay in land acquisition no compensation or claims on that account will be entertained. Extension of time maybe granted, if considered reasonable.
12. Item work not covered by tender notice will be paid at the current schedule of rates Public Health Department / Public Works Department and those not covered by the S.R. will be paid on actual analysis approved by the Engineer Member.
13. Standard Public Works Department/Public Health Department Electrical Department specification of Govt. of Orissa I.S.I. specification where applicable as to be decided by the Engineer-in-charge will be followed in executing the work.
14. The contractor will make no claim on the rates, quantities and amounts that will appear in the agreement and the total work in a complete shape will be handed over to B.D.A. within the time allowed by B.D.A.
15. If required, the Post top fittings will be tested at factory site by the representatives of BDA. All the arrangement for above testing and cost involved thereof shall be the responsibility of the contractor.
16. In case of any dispute in the meaning of specification description of items rates conditions of agreement or due to errors/typo-graphical errors, omissions or due to any other reasons the decision of the Engineer Member, B.D.A. is final and binding on both parties.

Contractor

Signature  
Designation of the Officer of the  
Bhubaneswar Development Authority

## **SPECIAL TERMS & CONDITION**

1. The bidder has to furnish information regarding Current litigation, Debarring, Expelling of tender or Abandonment of work by the tenderer in the Schedule-E and Affidavit as per Schedule-F. If the information furnished is found to be incorrect or concealed at any stage, the bid shall be rejected.
2. The bid must be accompanied by affidavit stating the authenticity of the tender documents in the prescribed form appended in DTCN indicating, PAN, GST regd. Certificate, EPF & ESI Regd. Certificate, cost of bid documents including GST and EMD in prescribed format.
3. The bidder is not allowed to have consortium / JV with MV & above electrical contractor for the execution of work.
4. The rates quoted by the bidder shall be inclusive of all taxes and duties but exclusive of GST.
5. In the event of any increase in Government Taxes increased amount would be borne by the contractor.
6. The contractor should abide the fair wages clause to his laborers.
7. During the execution of the work watch and ward responsibility lies with the contractor.
8. Terms and conditions envisaged in the detailed Tender Call Notice also form a part of the General condition of the contract.
9. Every increase/decrease in the quantity of items shall be admissible up to 10% subject to 5% of the estimated cost. Any deviation thereof shall have to get prior approval from the authority competent before execution of such items.
10. The bidder has to furnish the Manufacturer Authorization Form obtained from OEM (Johnson Make Lift) and furnished in this bid, failing which the bid should not be considered for acceptance at any reason whatsoever.

**Signature of Tenderers**

**BHUBANESWAR DEVELOPMENT AUTHORITY  
BHUBANESWAR.**

**ITEM RATE CONTRACT NO.**

**(FORM OF AGREEMENT)**

This indenture made the .....day of.....  
between Shri ..... aged .....years, Son of  
Shri.....at.....  
P.S.....Dist.....hereinafter called the  
Contractor which expression shall where the context so admits or implies, be deemed to  
include his heirs, executors and administrators of the one part, AND BHUBANESWAR  
DEVELOPMENT AUTHORITY, BHUBANESWAR represented by its authorized Engineer  
in this behalf which expression shall where the context to admits or implies, be deemed to  
include their successors in office and assignees of the other parts WHEREAS  
Bhubaneswar Development Authority, required the execution of certain work for  
.....  
.....  
.....  
.....

hereinafter called the said works are more particularly described in the drawings and  
specifications hereto annexed AND ALSO REQUIRED THE provisions of the necessary  
materials therefore and have caused the necessary drawings and specification and  
schedule of rates to be prepared and the contractor has delivered to the department  
tender for the execution of the said work and the provisions and conditions hereto  
attached.

**NOW THIS INDENTURE AS FOLLOWS**

In consideration of the convenient for the payment by and on behalf of  
Bhubaneswar Development Authority hereinafter mentioned the contractor hereby  
covenants with the Deptt. that he shall supply necessary materials and execute and  
complete in a thoroughly sound and work on like manner and after words maintain for the  
requisite period stated in the said condition all the works set out in the said specifications  
and schedule of rates hereto attached signed by the contractor and as explained in the  
said drawings hereto attached and in accordance in every respect with the requirements,  
stipulations, general rules and directions and special conditions hereto attached.

In consideration of the convenient by the contractor hereinafter mentioned the Bhubaneswar Development Authority hereby convenient with the contractor to pay to him for the execution construction and maintenance of the work as aforesaid according to the manner and subject to the addition and deductions set out and declared in the said conditions hereto attached.

It is hereby agreed and declared that all the provisions of the said general rules and directions tender for works with memorandum, conditions, special conditions, drawings and schedule of rates hereto attached shall be binding upon the contractor and coupon Bhubaneswar Development Authority as if the same had been repeated herein and shall be read as part of these presents.,

In Witness where of the parties hereto have affixed their signature and Date the .....day.....of.....20.....

Contractor

Witness.....

Address.....

Occupation.....

Witness.....

Address.....

Occupation

Signature  
Designation Authorized Engineer of  
Bhubaneswar Development Authority

**OFFICE OF THE EXECUTIVE MEMBER  
DIVISION-IV, BDA, BHUBANESWAR  
CONTRACT DATA**

**A. GENERAL INFORMATIONS**

SI No	Item	Details
1	Bid Identification No.	<b>452</b> , dated. <b>17.06.2026</b>
2	Name of the Work	Special Repair to 07 Nos Johnson Make Passenger Lift installed at Daya Enclave, Bhagabanpur, Bhubaneswar.
3	Officer inviting tender	Executive Engineer-IV, B.D.A.
4	Officer concerned with head quarters authorised as Engineer-in-charge of this work.	<b>Executive Engineer-IV</b> , B.D.A.
5	Accepting Authority	<b>Executive Engineer-IV</b> , B.D.A.
6	Estimated Cost	<b>Rs.5,93,300.00</b>
7	Eligible Class of Contractor	<b>OEM (JOHNSON MAKE LIFT) OR IT'S AUTHORIZED DEALER.</b>

**B. BID INFORMATION**

8	Availability of Bid Document in Official Web-Site	From official website of Government: <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> From <b>22.06.2026 up to 5.00 PM of 04.07.2026</b>
9	Opening of Technical bid (Cover-1)	<b>At 11.30 AM on 06.07.2026</b>
10	Last Date & time of submission of Bid (Clause No. 4 of DTCN.)	Time 5.00 PM Date: 06.07.2026
11	Cost of Bid Document (Clause No.1 Column-5 of DTCN.)	
	i To be remitted online	<b>Rs.4,000/- +720.00(GST)</b>
12	Bid Security (EMD)(Clause No.1 Column-4 of DTCN.)	
	i To be remitted online	1% of estimated cost put to tender
13	Additional Performance Security (Clause No.11 of DTCN.)	
	i Amount	As per latest Works Deptt. Memorandum
	ii Transfer in favour of	BDA, Bhubaneswar
	iii payable at	Bhubaneswar
	iv Type of instrument	As specified in the Bid document
14	Bid validity period (Clause No.6 of DTCN.)	90 days
15	Minimum period of contract / agreement/ lease deed of equipment and machineries as per Clause 9 of DTCN.	30 (Thirty) Days
16	Currency of Contract	Indian Rupees
17	Language of Contract	English

## 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 using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login 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. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

- 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 <https://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 down load 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 evidences towards his eligibility for such exemption.
  - d. 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.
- 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. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
  - 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 up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on-line 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 Declaration. The system shall consider only the last bid submitted through the E-Procurement portal.
  - 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
  - 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load 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 up load 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 bidder shall be debarred from tendering for a period of 180 days.
  - 1.8. **Any addendum / corrigendum / cancellation of tender shall be published in the website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) & notice board / through paper publication and such notice shall form part of the bidding documents.**
    - 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load 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 down loaded for the work in designated Cell and up loads 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. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid in shape of EMD @ 1% of tendered amount as mentioned in the Contract Data. 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. Deleted.
    - 2.2. Deleted.
    - 2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the

part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

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

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid.

The process of using e-payment gateway is mentioned in the “**Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper on submission of bids**”

3. **FORMAT AND SIGNING OF BID:** (Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

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 up load 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 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 up loading 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 process are time stamped. The system can identify each individual who has entered in to 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 up loaded 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. However, the Officer inviting the Bid if so, desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, he will be debarred from tendering for a period of 180 days.

**SUBMISSION OF BIDS: -**

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

- 3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
  - 3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
  - 3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
  - 3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
  - 3.8. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
  - 3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
  - 3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
  - 3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
  - 3.12. The bidder should check the system generated confirmation statement on the status of the submission.
  - 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
  - 3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
  - 3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
  - 3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
  - 3.17. The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, he will be debarred from tendering for a period of 180 days and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
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.

**RESUBMISSION AND WITHDRAWAL OF BIDS:**

- 5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
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 with in the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal 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 on-line 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. 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. In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS: -

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

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

- 8.5.2. 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

- 8.5.3. 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 shall be carried out 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.

- 8.6.1 **The clauses which are not available in TCN & DTCN, in that case OPWD Code with recent amendments of Govt shall be followed.**

- 8.6.2 **No allegation from any of the participants will be entertained after three days i.e. from the date of declaration of technical bid evaluation of result or the date of opening of the financial bid whichever is earlier.**

- 8.7 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.

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

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

- 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 in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced 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 Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

9. CLARIFICATION AND NEGOTIATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional performance security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- a. If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt

of information to that effect.

- b. The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- c. The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
  - i. Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
  - ii. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
  - iii. Fails to execute the agreement within the stipulated date.
  - iv. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly, the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.

The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

### **Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

1. The State Government have formulated rules and procedures for electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in).
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outlines as well as accounting and reporting structure are indicated below:
  - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
  - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
  - c) Reporting and accounting of the e-receipts will be made from a single source.
  - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway is being integrated with e-Procurement portal of Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in))
  - b) The Designated Banks participating in **electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost by bidder:**
- a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
  - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
  - c) **Electronic payment of tender paper cost:** Then the bidders have to select and submit the bank name as available in the payment options
    - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
    - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
  - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
  - d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
  - e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
6. **Settlement of Cost of Tender Paper;**
- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of

Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper on submission of bids is enclosed in the Annexure.

**7. Settlement of Earnest Money Deposit on Submission of bids:**

- a) The Bank will remit the Earnest Money Deposit of bids to respective bidders accounts as per direction received from TIA through e-procurement system.

**8. Forfeiture of EMD:**

Forfeiture of **Earnest Money Deposit** on submission of bid of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit** on submission of bid is forfeited , the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited Earnest Money Deposit on submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W Remittances- 1683-Rem ittances-g1 028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-'101-Unclaimed Deposits-0097-t\isc. Receipts-02080-lvlisc Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- b) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

**9. Role of the Banks:**

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

- e) e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

**10. Role of State Procurement Cell:**

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over-the-counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) E-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

**11. Role of National Informatics Centre:**

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

**12. Role of Cyber Treasury:**

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

**13. Redressal of Public grievances:**

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

**14. Applicability and modification of existing rules / orders:**

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

3. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

**ANNXURE-I**

**Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

	<b>Cost of Tender Paper on submission of bids</b>	<b>Earnest Money Deposit on submission of bids</b>
Government Departments	<p>I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected in in separate Pooling accounts opened in Focal Point Branch called e-FPB respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day.</p> <p>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>1. In case of tenders of Government Departments amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>2. In case of forfeiture of Earnest Money Deposit on submission of bids the e-procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA</p>

	<b>Cost of Tender Paper on submission of bids</b>	<b>Earnest Money Deposit on submission of bids</b>
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards <b>Cost of Tender Paper</b>, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>1. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction</p> <p>2. In case of forfeiture of Earnest Money Deposit on submission of bids the e-procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>

# MEMORANDUM

Item Rate Agreement No. P<sub>1</sub> of

- (a) Name of the work : **Special Repair to 07 Nos Johnson Make Passenger Lift installed at Daya Enclave, Bhagabanpur, Bhubaneswar..**
- (b) Estimated cost (Tender value) : **Rs.5,93,300.00**
- (c) Earnest money Deposit : **Rs.5,933.00**  
1 % of the estimated cost put to tender
- (d) Initial security deposit 1 % of accepted tender amount :
- (e) Percentage to be deducted from bills. : As per terms & conditions of Agmt.
- (f) Time allotted for completion of the work from the date of written order to commence the work. : **15 (Fifteen) days**
- (g) Date of written order to commence :
- (h) Total number of items of work tendered for (as per schedule attached here to) : **37(Thirty Seven) items only.**

## TECHNICAL CONDITION

**Name of work: Special Repair to 07 Nos Johnson Make Passenger Lift installed at Daya Enclave, Bhagabanpur, Bhubaneswar..**

- 4.1 The work envisages **Special Repair to 07 Nos Johnson Make Passenger Lift installed at Daya Enclave, Bhagabanpur, Bhubaneswar..** All the materials including cement, steel etc. for construction for use in the project conforming to be specifications are to be supplied by firm as per specifications duly approved by BDA. The make/brand of the materials/products for the work will be as per the Specification /Brand mentioned in the DTCN / BOQ. The agency must have got approval of the brand to be used in the work prior to execution of the item from the authority competent of BDA.
- 4.2 Supply of all materials required for the work is the responsibility of the contractor however the authority has the right to supply any items/materials to be used in the interest of the work. The contractor shall use such materials without any controversy or dispute on that account. Such materials shall be treated as stores. The rate of such materials shall be at stock issue rate to be fixed by the Authority or prevailing market rate whichever is higher.
- 4.3 The entire work project has to be completed and delivered within **15 (Fifteen) days** from the date of issue of work order.
- 4.4 Test of all the construction materials used in the work will be done by BDA at the cost of the contractor/ firms in any standard laboratory as approved by BDA.
- 4.5 Water, Electric Power Supply and Watch & Ward during construction is to be arranged by the contractor/firms at their own cost for the entire period of construction till the handing over of the project to BDA/TPCODL.
- 4.6 Bidder/firm must execute the works properly up to the specification so as to satisfy the Officers of Bhubaneswar Development Authority on the quantity and quality of each ITEM of the work.

## TENDER FOR WORKS

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

### MEMORANDUM

- a) Name of the work: **Special Repair to 07 Nos Johnson Make Passenger Lift installed at Daya Enclave, Bhagabanpur, Bhubaneswar..**
- b) Estimated Cost: **Rs.5,93,300.00**
- c) Agreement Value:
- d) Earnest Money Deposit: **Rs.5,933.00**
- e) Initial security deposit @ 1% of the accepted tender value to be submitted before drawl of the agreement.
- f) **Percentage to be deducted from bill.**
  - i. 5% (Five percentage) Percentage to be deducted from bill towards security deposit.
  - ii. Statutory deduction: ***IT, GST as applicable from time to time, EPF-13.61%, ESI-4.75% of labour component. Royalty- As per Govt. norm. CESS-1% of the Gross Bill.***
  - iii. **All the statutory refundable deductions and security deposits shall be released after completion of the DLP i.e. after 24 months from the date of completion.**
- g) Time required for the work from date of written order to commence..... Days.
- h) Date of written order to commence.

## CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We\* am/are\* **related / not related** (\*) to any officer of B.D.A of the rank of Assistant Engineer & above and any officer of the rank of Assistant and above of BDA. 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 bidder

Date:-

BHUBANESWAR DEVELOPMENT AUTHORITY,  
BHUBANESWAR  
(Form-P-1)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

*General Rules and Directions for the guidance of Contractors*

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office and signed by the Sub-Divisional Officer / Executive Engineer.  
This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the initial security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specifications, designs & drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-Divisional Officer / Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer / Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorized him to do so.
3. Receipts for payments made on account of work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Bhubaneswar Development Authority and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer / Executive Engineer before the tender form is issued. If a form is issued to an intending bidder without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be 1% of the estimated amount.
6. Any person who submits a tender shall fill-up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope.

7. The Engineer or his duty authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith be returned to the bidder with a pay order for the amount of the earnest money.
8. The Engineer shall have the right to rejecting all or any of the tenders.
9. In the event of a tender being selected to acceptance, the Engineer who opened the tenders will, if he is competent to accept the tender, inform the bidder of the selected tender who shall thereupon sign copies of the specification and other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The bidder of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the bidder fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.  
If the Engineer is not competent to accept the tender himself, he will inform the bidder of the tender which he decides to recommended for acceptance. Such bidder shall thereupon sign forthwith copies of the specifications and other documents mentioned in rule 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specifications and other documents signed by the bidder will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the bidder.
10. When a tender is selected for acceptance, the bidder shall submit Initial security deposit (ISD) @ 1% of the accepted tender value in shape of **NSC / POSBA / POTD / KVP / TDR / Bank Guarantee from any Nationalized/ Scheduled Bank of India counter guaranteed by its local branch in Bhubaneswar duly pledged in favour of the Executive Engineer, Division-IV, BDA, Bhubaneswar** and shall be retained till expiry of the defect liability period. No tender shall be finally accepted until the required amount of the security money has been submitted.
11. ***Additional Performance Security Deposit:***

As per Office memorandum No.07764600022025/173W, Bhubaneswar dated 03.01.2026 Memorandum No.07764600022025/632/W, Bhubaneswar dated 09.01.2026, Works Department, Govt. of Odisha: After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system:

1. **Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:**
  - I. Where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
  - II. Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented

by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional

**Performance guarantee percentage shall be applied on the bid price;**

- III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
  - IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
  - V. The additional performance security shall be treated as part of the performance security.
- VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent Authority of the Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
2. These amendments shall take effect from the date of issue of the O.M.
  3. Accordingly, the relevant existing Codal/contractual provision stands modified with effect from the date of issue of this O.M.
  4. This has been concurred in by the Finance Department vide FileNo.FIN-WF1-MISC- 0102-2025

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

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

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

2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.

3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

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

10.1% of Labour CESS will be deducted from gross amount of each R/A & Final bill of the agency.

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

## CONDITIONS OF CONTRACT

Compensation delay for **Clause-1** All compensation or other sum of money payable by the contractor to Bhubaneswar Development Authority under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Bhubaneswar Development Authority on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within 10 days thereafter make good in cash or Bhubaneswar Development Authority securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by, sale of the security deposit or any part thereof.

The work should not be considered finish until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defect as pointed out by the Executive Engineer or his authorized agent are fully complied with by the contractor to the Executive Engineer satisfaction.

Action when whole security deposit is forfeited.

**Clause-2 (a)** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation an amount equal to ½ percent on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorized agents, are fully complied with by the contractor to the Executive Engineers satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete on-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

**Clause-2 (b)** If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amount to the whole of his security deposit in the hands of Bhubaneswar Development Authority (Wherever paid in the sum or deducted by installments)

the Executive Engineer on behalf of the Bhubaneswar Development Authority shall have power to adopt the following course, as he may deem best suited to the interest of the Bhubaneswar Development Authority.

- i) 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 left-over work will be realized from the contractor's penalty.
- ii) To employ labour paid by the Govt. of Orissa and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- iii) To measure up the work of the contractor and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Authority under the contract otherwise, or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. Amendment to clause 2 (b) of item rate F<sub>2</sub> Agreement vide Works Department Order No.10639 Dt.27.05.2005.

- iv) **All the statutory refundable (Like EMD & ISD) including security deposit deducted from the bills shall be released after completion of the DLP i.e. after 24 months from the date of actual completion of the work.**

Contractor remains **Clause-3** In any case in which any of the powers, conferred

liable to pay compensation if action not taken under Clause-6.

upon the Executive Engineer by clause-3 hereof shall have become exercisable and the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable. In the event of any future case of default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force the powers vested him under the proceeding clauses he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the contractor or procure by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof, shall be final otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plants, materials or store from the premises (within a time to specified in such notice) and the event of the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractors expenses or sell them by auction or private sell on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor Plants.

Extension of time.

**Clause-4** If the contractors shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance on account of which the desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time, if any, as may in his opinion, be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claim compensation for delay.

**Clause-5** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (herein after call the Engineer-in-charge) of such completed, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed form the area of the premises to be distinctly marked by the Executive Engineer in the site plan on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, floors or other part of any building in upon or about which the work is to be executed, or of which he may have possession for the purpose of the execution thereof nor until the work shall have been measured by the office

of the Bhubaneswar Development Authority in accordance with the rules of the Authority whose measurements shall be binding and conclusive against the contractor. If the contractors shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials, rubbish and cleaning off dirt on or before the date of fixed for the completion of the works, the Engineer-in-charge may at the expenses of the contractor remove such scaffolding, surplus materials, rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

**Sub-Clause-5** If in the opinion of the Engineer-in-charge, which shall be final and binding on the contractor, occupation or utilization of a portion of the work completed in no way interferes with progress of the work the same may be occupied or utilized by on behalf of the Authority under the written order of the Engineer-in-charge and to get the defects, if any rectified by the contractor at his (Contractors) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Payment on  
intermediate  
certificate to be  
regarded as advances  
and bill to be  
submitted monthly.

**Clause-6** A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten day from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature of the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respects, or the actual of any claim nor shall it conclude, determine, of effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or effect the contract.

**Clause-7** The final bill shall be prepared by the offices of the Public Works Department in accordance with the rules of the department in the presence of the contractor within one month of the date fixed for completion of the work.

Store supplied by Government. **Clause-8** If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store, or it is required that the contractor shall use certain store to be provided by the Engineer-in-charge under the conditions of this contract (such materials and stores, and the prices to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning of effect of this contract are specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Bhubaneswar Development Authority and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials used and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

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

**Clause-8(b)** Owing to difficulty in obtaining certain materials in the open market the Bhubaneswar Development Authority have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the

Authority and the contractor is thereof, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Authority on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause-5.

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

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

Do not invalidate contract.

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

Extension of time in consequence of alteration.

Rates of work not in estimate or schedule of rates of the district.

No deviations from the specification stipulated in the contract nor

additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15<sup>th</sup> day of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Chief Engineer-cum-Engineers Member, Bhubaneswar Development Authority, Bhubaneswar will be final.

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

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

Action and compensation payable in case of bad work.

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

day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respect of the contractor.

Works to be open to inspection. **Clause-13** All work under or in course of execution or executed in pursuance of the contract shall at times be open to the inspection or supervision of the Engineer-in-charge and his subordinate and the contractor shall at all times during the usual

Contractor or responsible agents to be present. working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractor himself.

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

Contractor liable for damage done and for imperfection for 6 months after certificate. **Clause-15** If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatever or any imperfection become apparent in it within 3 months from the date of final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor to supply plants, ladders **Clause-16** The contractor shall supply at his own cost all materials (except such special materials, if any, as may in

scaffolding etc.

And is liable for damages arising from non-provision of lights, fencing etc.

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

**Clause-17** No female labour shall be employed within the limits of a cantonment.

The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid similar work in the neighborhood.

The Executive Engineer shall have the right to enquire in to and decided any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.

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

(b) The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentices at his own 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 wages to be paid to the apprentices should be not less than Rs..... the emolument of personnel of equivalent qualification employed under Government. The

number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

(c) Super class contractor shall employ under him two Graduate Engineers and two Diploma holders belonging to the State of Orissa and Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the State of Orissa, like-wise 'A' Class contractor shall employ under him Graduate Engineer or two Diploma holders belonging to the State of Orissa. The employment of such Graduate Engineers and Diploma holders under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any State Government or Central Government Service, Public Sector, Undertakings, Private Companies and Firms or be ineligible for appointment of Govt. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Chief Engineer, Roads, 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 name of such Engineering personnel appointed by the contractor should be intimated to the tender received authority along with each 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 rule 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.

Works not be sublet.

**Clause-18** The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Bhubaneswar Development Authority rescinded under Clause-3 hereof, and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor insolvent.

Sum payable by way of compensation to be considered as a

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

reasonable compensation without reference to actual loss.

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

Changes in constitution of firm

in In case of failure to notify the change in the constitution within fifteen days, the Engineer-in-charge may be notice in writing rescind the contracts and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Bhubaneswar Development Authority and the same consequences shall ensure as if the contract had been rescinded under Clause-3 hereof, and in addition the contractor shall not be entitled or recover to be paid for any works there for actually performed under the contract.

**Clause-21** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Chief Engineer-cum-Engineer Member, BDA for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Lump sums estimates.

in **Clause-22** When the estimate on which a tender is made include lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification.

Definition of works.

**Clause-23** In the case of any class of work for which there is no such specification as is mentioned in rule-1, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

**Clause-24** The expression “work” or “work” where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

**Clause-25** Bhubaneswar Development Authority shall be entitled to recover in full from the contractor any amount that the Bhubaneswar Development Authority may be liable to pay under Workmen’s Compensation Act VIII of 1923, to any workmen employed in course of execution of any part of the work covered by these contracts.

**Clause-26** That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Orissa and it is agreed that neither party to the contract or agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

**Clause-27** The Bhubaneswar Development Authority will have the right to inspect the scaffolding and centering made for the work and reject party or fully such structure if found defective in their opinion.

**Clause-28** The contractor shall bear all taxes including VAT, Income Tax, Royalty, Fair-weather charges and Tollage and any other taxes as applicable and where necessary.

**As per Works Deptt. letter No.5608 Dt.03.04.2007.**

#### **FAIR WAGES CLAUSE**

**Clause-29 (a)** The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen (14) years and shall pay to each labourer for work done by such labourer fair wages. PWL No.22059 Dtd.16.08.77.

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

**(b)** The contractor shall notwithstanding the provisions of any contract to contrary, Clause to be paid a fair wages to labourer by his Sub-Contractors in connection with the said work, as if the labourer had been immediately employed by him.

**(c)** In respect of all labour directly or indirectly employed in the

works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.

**(d)** The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observation of the regulations. Money so deducted be transferred to the workers concerned.

**(e)** Vis-à-vis, the Government of Orissa, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his Sub-Contractor.

**(f)** The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

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

**(h)** The contractor shall not his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so, Government shall be entitled to provide the same and recover the cost from the contractor.

**(i)** The contractor shall submit by the 4<sup>th</sup> & 10<sup>th</sup> of every month to the Engineer-in-charge a true statement showing in respect of the Second half of the proceeding month and the first half of the current month respectively (1) the numbers of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage injury caused by them and (5) the number of the female workers who have been allowed maternity benefit according to clause-K and the amount paid to them failing which

the contractor shall be liable to pay to Government a sum not exceeding Rs.50/- for each default to maternity incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to contractor amount levied as fine.

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

**Clause-30** The terms and conditions of the agreement have been read / explained to me and ..... certify that ..... clearly understand them.

### ***Orissa P.W.D / Electricity Department Contractor's Labour Regulation***

**1. Short Title** – These regulations may be called “The Orissa Public Works Department / Electricity Department Contractor's regulations”.

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

(i) “Labour means works employed by a contractor of the Orissa Public Works Department / Electricity Department directly or indirectly through a Sub-Contractor or other person, by an agent on his behalf.

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

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

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

### ***3. Display of notices regarding wages, etc.***

The Contractor shall –

(a) Before the commences his work on contract display and correctly maintain and continue to display, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district where the work is done.

- (b) Send a copy of such notices to the Engineer-in-charge of the work.

**4. Payment of wages.**

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

**5. Fixation of wages period.**

- (i) The contractor shall fix the wages period in respect of which the wages be payable.
- (ii) No wages period shall exceed one month.
- (iii) Wages of every workman employed on the contract shall be paid before the expiry of the days, after the last day of the wage period in respect of which the wages are payable.
- (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (v) All payment of wages shall be made on a working day.

**6. Wages book and wage cards etc.**

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

**7. Fines deduction which may be made from wages.**

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

which he is required to account where such damage or loss is directly attributable to his neglect or default.

- (d) Any other deductions which the Orissa Government may from time to time allow.
- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity or showing cause against such fines or deductions.
- (iii) The total amount of fines which may be imposed in any one wage period on a work shall not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date on which it was imposed.

**8. Register of fines, etc.**

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

**9. Preservation of Register.**

The wages register, the wage cards and the register of fines, deduction required to be maintained under these regulations shall be preserved for 10 months after date of the last entry made in them.

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

The Labour Welfare Officer or any other person authorized by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provision of these regulations, he shall investigate into any complaint regarding default made by the contractor, Sub-Contractor in regard to such provisions.

**11. Report of Labour Welfare Officer.**

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

**12. Appeal against the decision of Labour Welfare Officer.**

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a

copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

**13. Inspection of registers.**

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

**14. Submission of return.**

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

**15. Amendments.**

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

**Clause-31** The terms and conditions of the agreement have been read / explained to me and ..... certify that ..... clearly understand them.

The Department shall not supply any materials whatsoever for the work. The contractor should be financially stable for advanced procurement of all materials to be required for the works vide Govt. of Orissa Finance Department Memo No.48443/F –Code-46/95 dated 11.12.85.

Or

Schedule showing (Approximately) materials to be supplied, if available, the rates which they are to be charged for and the places at which are to be supplied.

Particulars	Rate at which the materials will be charged to the contractor.			Place of Delivery
	Unit	Rs.	P.	

- Note:** 1) The persons or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.
- 2) Before issue of the above materials to him, the contractor shall furnish Bank Guarantee of any of the Nationalized Banks located at ..... for a sum equal to the cost of materials. The Bank Guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full or if the materials are partly utilized materials are returned by him to the Department in full and in good condition and receipt thereof duly acknowledged by the concerned Departmental Officer.

**INFORMATION SHEET FOR OFFICE USE ONLY**

**MEMORANDUM OF PAYMENT**

Sl No. of Bills	M.B No.	Voucher No.	Date	Gross amount of the Bill	Net amount of the Bill	Cumulative Gross Amount	Signature of D.A.O

## Schedule-E

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

- 01) a) Is the bidder currently involved in any litigation relating to the works? Yes / No.
- b) If yes: - give details.
- 02) Has the bidder or any of its constituent partners been debarred / expelled by any agency in India during the last 5 years. Yes / No.
- 03) a) Has the bidder 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 summarily be rejected.

**Signature of bidder**

**AFFIDAVIT**

1. The undersigned do hereby certify that all the statements/ copies of documents furnished in the required attachments are true and correct. This affidavit is furnished in connection with the work “**Special Repair to 07 Nos Johnson Make Passenger Lift installed at Daya Enclave, Bhagabanpur, Bhubaneswar.**” bid identification No. **452** dated. **17.06.2026**.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals \_\_\_\_\_ 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 authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the BDA has right to reject the Bid.

(Signature of bidder)

Title of Officer:

Name of Firm:

Date:

**APPROVED**

**Sd/-  
EXECUTIVE ENGINEER  
DIVISION-IV**