



Bid Identification No. E.E., KDA KATAKA (07/2026-27)

KATAKA DEVELOPMENT AUTHORITY

BID DOCUMENTS / DETAILED TENDER CALL NOTICE

**FOR THE WORK:- " Construction of Pre-Cast Boundary Wall
at Radhakrishna Vihar, Sec-6, CDA,
Cuttack"**

ESTIMATED COST: - Rs. 18,75,927/-

**EXECUTIVE ENGINEER
KATAKA DEVELOPMENT AUTHORITY,
KATAKA**



KATAKA DEVELOPMENT AUTHORITY

ARUNODAYA BHAWAN: LINK ROAD, KATAKA-12(ODISHA)

e-Procurement Notice

Bid Identification No-**E.E**, KDA, KATAKA – 07 / 2026-27

TENDER CALL NOTICE

No.8782/KDA/dt:13.07.2026

The **Executive Engineer, KDA, Kataka** on behalf of KDA invites percentage rate bids in (Single cover) system for the works detailed in the table below from the class of eligible contractors as mentioned in column-7 of table registered with the State Governments and contractors of equivalent grades/class Registered with Central Government/MES/Railways/ having EPF Registration with RPF Commissioner for execution of the works in the table as below to be received online mode:

1	2	3	4	5	6	7	8
SINo	Name of the work	Approx value of work(Rs.in lakhs)	Concerned E.E	Bid Security 2% of value of work (in Rs.)	Cost of document (in Rs.)	Class of contractor	Period of completion
1	Construction of Pre-Cast Boundary Wall at Radhakrishna Vihar, Se 6, CDA, Cuttack	18.76	E.E, KDA AMB, Link Road, KATAKA	37,519.00	6,000/-	D & C Class	01(One) Calendar months

- Bid documents consisting of specification, the bill of quantities and the set of terms and conditions of contract and other necessary documents will be available in the Website, <https://tendersorissa.gov.in> .
- Bid must be accompanied with scanned copy of cost of document, bid security, GST Registration certificate (GSTIN), PAN Card, contract Registration certificate, E.P.F registration, undertaking duly filled in, affidavits and documents required as per clauses of DTCN.
- The cost of Bid documents is to be remitted in shape of TDR in favour of Finance & Accounts Member, CDA, Cuttack as per Column-6 of above table.
- Bid must be accompanied by Earnest Money Deposit (EMD) of the amount specified for the work in the column 5 of the table above in shape of NSC/TDR of any Nationalised bank drawn and pledged in favour of Finance and Accounts Member, CDA, Cuttack and will have to be in any one of the forms as specified in the bidding document.
- The **Bid documents** will be available in the Website, <https://tendersorissa.gov.in> from 10.00 AM of **16.07.2026** to 4.00 PM of **28.07.2026** for online bidding.
- The bidder must possess valid Digital Signature Certificate (DSC) of Class-II or Class-III as specified in the bidding document.
- Bids shall be received only “on line” on or before dtd. **28.07.2026 up to 16 hours**
- Bids received on line shall be opened at 12.30 P.M. on dtd. **31.07.2026** in the **office of the Executive Engineer, Arunodaya Bhawan, Link Road, Kataka** in presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bid after logging on to the site through their DSC. If office happens to be closed on the last date of opening of the bids as specified, the bid will be opened on the next working day at the same time and venue.
- The Engineer contractor willing to avail the exemption of E.M.D will submit affidavit to avail exemption along with bid document. Affidavit should contain how many time such

facilities availed by him prior to this during the current financial year. Otherwise they will not be entitled to avail such facilities.

11. The ST/SC contractors willing to avail the facilities as fixed by Government will submit the affidavit for the same along with tender document. Otherwise they will not be entitled to avail such facilities.
12. After the date & time of receipt of bid is over, Demand draft towards cost of Bid documents and bid security shall be submitted in the office of the undersigned on or before date & time of opening of Bid during office hours on working days failing which the bid will be rejected
13. The implementation of GST rules by the Govt. Of Odisha is to be accepted by the Bidder at any point of time.
14. The bidder must inspect the site and understood with the item of work before quoting their rate.
15. The other details can be seen in the bidding documents
16. Addendum/Corrigendum/Cancellation will be published in the portal.

The Authority reserve the right to cancel/reject any or all bids without assigning any reason their- of.

Sd/-
Executive Engineer
KDA, Kataka

Memo No. 8783 /KDA/dt.13.07.2026

Copy forwarded to the Deputy Secretary to Govt., Information & Technology Deptt, Odisha, BBSR for information.

Sd/-
Executive Engineer
KDA, Kataka

Memo No.8784 /KDA/dt. 13.07.2026

Copy forwarded to Dy. Secretary to Govt., H&UD Department for information.

Sd/-
Executive Engineer
KDA, Kataka

Memo No.8785/KDA/dt. 13.07.2026

Copy forwarded to Dy. Director (Advertisement) I & PR Deptt., Govt. of Odisha, BBSR for information.

Sd/-
Executive Engineer
KDA, Kataka

Memo No. 8786/KDA/dt. 13.07.2026

Copy forwarded to Collector, Kataka / Commissioner, Kataka Municipal Corporation, Kataka/ Superintending Engineer, Kataka (R & B.) Circle, Kataka/ Superintending Engineer, PH Circle, Kataka/ Executive Engineer(R & B) Division I&II, Kataka/ Executive Engineer(PH) Division I&II, Kataka with a request to kindly display the notice in their office Notice Board.

Sd/-
Executive Engineer
KDA, Kataka

Memo No. 8787 /KDA/dt. 13.07.2026

Copy forwarded to E.I.C., Civil, Odisha Bhubaneswar/E.I.C., PH, Odisha Bhubaneswar for information and necessary action with a request to display the notice in their Notice Board.

Sd/-
Executive Engineer
KDA, Kataka

Memo No. 8788 /KDA/dt. 13.07.2026

Copy to All J.Es/A.E/ Asst.Exe. Engineer /Executive Engineer – I & II, KDA for information and necessary action.

Sd/-
Executive Engineer
KDA, Kataka

Memo No. 8789 /KDA/dt. 13.07.2026

Copy to Secretary/ L.O./ F&AM KDA for information and necessary action.

Sd/-
Executive Engineer
KDA, Kataka

Memo No. 8790 /KDA/dt. 13.07.2026

Copy to PS to VC, KDA for kind information of the Vice-Chairman.

Sd/-
Executive Engineer
KDA, Kataka

Memo No. 8791 /KDA/dt. 13.07.2026

Copy to Office Notice Board at AMB/ EE-II, Project Office, Bidanasi, KDA, Kataka with a request to display the Notice in their office Notice Board for wide circulation.

Sd/-
Executive Engineer
KDA, Kataka



KATAKA DEVELOPMENT AUTHORITY
ARUNODAYUA BHAWAN: LINK ROAD: KATAKA-12.

No. 8792 /KDA/Dated:13.07.2026

To:

By E-Mail

The Deputy Director (Advertisement)
& Deputy Secretary to Govt., I & P.R.Deptt.
Govt. Of Odisha, Bhubaneswar.
Email: ipr.advt@gmail.com, iprnews@gmail.com

Sub: Publication e-procurement notice in 2(two) nos. of leading odia dailies and 1(one) no. of local English daily news paper at an early date for wide circulation.

Ref: H&UD.Deptt.Letter No.1078/HUD/dated.20.01.2021.

Sir,

In inviting a reference to the subject cited above, I am directed to request to get the e-procurement notice published in 2(two) nos. of leading odia dailies and 1(one)no. Of local English daily news paper once in with a minimum space preferably within 9 cm x 7 cm at the I&PR rate at an early date for wide circulation. Since, the date of receipt of bids starts from date **16.07.2026**, it is requested that the “E-procurement notice” may be published on or before date **15.07.2026** Complimentary copies of the news papers containing e-procurement notice may please be sent to this office for reference and record. Further the advertising agency may kindly be requested to submit bill in duplicate along with copy of the above publication in favour of Vice-Chairman, Kataka Development Authority, Arunodaya Bhawan, Link Road, Kataka for necessary payment at this end. Detail E-procurement notice for publication is enclosed herewith.

Yours faithfully,

Encl. As above.

Sd/-
Executive Engineer
KDA, Kataka

Memo No.8793/KDA/Dated: 13.07.2026

Copy submitted to Finance & Accounts Member/Engineer Member/
Secretary, KDA for kind information.

Sd/-
Executive Engineer
KDA, Kataka

Memo No.8794/KDA/Dated: 13.07.2026

Copy to Sr.Steno to V.C. for kind information of the Vice-Chairman.

Sd/-
Executive Engineer
KDA, Kataka

CHECKLIST TO BE ENSURED BY THE BIDDER

SI No.	Particulars	Reference to DTCN Clause No.	Whether furnished		Reference to Page No.
			Yes	No	
01.	Cost of tender paper Rs. 6,000.00	No.4(a)			
02.	Earnest Money Deposit (EMD) Rs. 37,519.00	No.4(b)			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender	No.25			
04.	Copy of valid Registration Certificate	No. 7(a)			
05.	Copy of GST registration certificate & GSTIN	No. 7(a)			
06.	Copy of PAN Card	No. 7(a)			
07.	E.P.F. registration certificate.	No. 7(a)			
08.	No Relationship Certificate in Schedule – A	No. 7(a)&12			
09. (A)	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tender (Schedule-E)	No. 7(a)			
(B)	Affidavit (Schedule-F)	No. 7(a)			
10	e-Mail ID & Contact No. other Certificate	Spl Condition No.04			

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl No.	Ref. To Clause No.	Item	Details
01.	1 of DTCN	Name of the Work	“Construction of Pre-Cast Boundary Wall at Radhakrishna Vihar, Sec-6, CDA, Cuttack”
02.		Employer	Vice-Chairman, KDA, Kataka
03.		Employer's Representative	Executive Engineer, KDA, Kataka
04.	1 of DTCN	Estimated Cost (In.) & bifurcation if any	Rs. 18,75,927.00

B. BID INFORMATION

05	Intended completion period/Time period assigned for Completion		01 (One) calendar months.
06	Last Date & time of submission of Bid		16.07.2026 upto 4 PM
	Opening of Bid through online		31.07.2026 at 12.30 PM
07	Cost of Bid Document		
	I	To be deposited off line	Rs. 6,000.00
			Demand Draft drawn in favour of Finance & Accounts Member, CDA, Cuttack
	II	Earnest Money Deposit (EMD)	Rs. 37,519.00
			NSC/ TDR of any Nationalised Bank drawn & pledged in favour of Finance & Accounts Member, CDA, Cuttack
08	Additional Performance Security		
	I	Amount	As mentioned in the clause no.25
	II	In favour of	TDR pledged in favour of Finance & Accounts Member, CDA, Cuttack
	III	Type of instrument	TDR of any Nationalised/ Scheduled Bank
09	The Financial years of last three years.		2023-24, 2024-25&2025 - 26
10	Bid validity period		120 days
11.	Currency of Contract		Indian Rupees
12.	Language of Contract		English

APPROVED

Instruction to the Bidder for e-Procurement

(Relevant clauses in the DTCN/Bid document shall be superseded)

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hosted in the portal.
2. The e-procurement portal of the Government of Orissa is “<https://tendersorissa.gov.in>”
3. Use of valid Digital Signature Certificate of appropriate class (Class-II or Class-III) issued from a registered certifying authority (CA) as stipulated by Controller of certifying authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the department users are responsible for revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration has decided to host all tenders costing 5 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department, Government of Orissa also welcomes hosting of tenders by any other departments, authority, corporations, local bodies etc of the State with prior approval from Works department. Works department is the Nodal department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/OPWD Code / Accounts code /Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractors not registered with Government of Orissa, 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.
10. For the role management “Department” is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Circle is the Superintending Engineer or equivalent Officer, Division is the Executive Engineer or equivalent Officer and Sub-division is the Assistant Engineer or equivalent officer.
11. The e-procurement software assigns role for operation of the module for specific function. The terminologies used in the Portal and their respective functions in the software are as follows.

11.1 Application Administrator: (NIC and State Procurement Cell)

- I. Master Management
- II. Nodal officer Creation
- III. Report generation
- IV. Transfer and Officer's login ID.
- V. Blocking & unblocking of officer's and bidder's login ID.

11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)

- I. Creation of Users
- II. Role Assignment
- III. Transfer of Officer's login ID
- IV. Blocking & unblocking of officer's login ID.

11.3 Procurement Officer – Publisher (Officer having Tender inviting power at any level)

- I. Publishing of Tender
- II. Publishing of Corrigendum / addendum / cancellation of Tender
- III. Bid clarification
- IV. Uploading of Pre-Bid Minutes
- V. Report generation

11.4 Procurement Officer – Administrator (Generally Sub-ordinate officer to Officer inviting tender)

- I. Creation of Tender
- II. Creation of corrigendum / addendum / cancellation of Tender
- III. Report generation

11.5 Procurement officer-opener (Generally Sub-ordinate officer to Officer inviting tender)

- I. Opening of Bid

11.6 Procurement Officer – Evaluator (Generally Sub-ordinate officer to Officer Inviting tender)

- I. Evaluation Bid

11.7 Procurement Officer-Auditor (Procurement Officer –Publisher and / or Accounts Officer / Finance Officer)

- I. To take up auditing

12. NOTICE INVITING BIDS (NIB) OR INVITATION FOR BID (IFB):

- 12.1 The notice Inviting Bids (NIB) and Bid documents etc. shall be in the Standard formats as applicable to conventional Bids and will be finalised / approved by the officers competent as in the case of conventional Bids.
- 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in the portal. Simultaneously, a notification should also be published in the news papers as per existing rules preferably, in the following format, to effect economy:-

Government of Orissa “e” procurement Notice	
Bid Identification No. _____	
1. Name of the work : _____	
2. Estimated cost : Rs. _____	
3. Period of completion : _____	
4. Date & Time of availability of bid document in the portal : _____	
5. Last date / Time for receipt of bids in the portal : _____	
6. Name and address of the Officer Inviting Tender: _____	
Further details can be seen from the e-procurement portal https://tendersodisha.gov.in	

- 12.3 The tender documents published by the tender inviting officer (Procurement officer publisher) in the website <https://tendersodisha.gov.in> will appear in the “Latest Active Tender”. The Bidders / Guest users can download the Bid documents only after the due date and time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the ‘Notice inviting bid’ after which the same will be removed from the list of “Last Active tenders”

13. ISSUE OF ADDENDA / CORRIGENDA / CANCELLATION NOTICE

- 13.1. The Procurement Officer Publisher (Officer inviting tender) shall publish any addendum / corrigendum / cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 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 watch 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.

14. CREATION AND PUBLISHING OF BID.

- 14.1 All the volumes / documents shall be uploaded in the portal by the tender creating officer (Procurement officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their SDCs in appropriate format so that the document is not tampered with.
- 14.2 The tender document comprise the notice inviting tender, bid document / SBD, drawings in .pdf format and the schedule of quantities / BoQ in.xls format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement officer Administrator creates tender by filling up the following forms:
- (i) BASIC DETAILS
 - (ii) COVER CONTENT: The procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single cover / Packet:

Sl. No.	Cover Type	Document description	Type
1	Fee / Prequal / Technical /Finance	Tender cost, PAN Contractor RC.pdf	.pdf
		Affidavits, undertakings and any other document as per SBD / DTCN	.pdf
		BoQ	.xls

(iii) TENDER DOCUMENT: The procurement officer Administrator should upload the NIT in .pdf format.

(iv) WORK ITEM DETAILS

(v) FEE DETAILS: The Procurement Officer Administrator should mention the cost of tender paper amount as laid down in DTCN / SBD.

(vi) CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN / SBD.

(vii) BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organisation from other procurement units / Circles / Divisions).

(viii) WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD / DTCN) or any other addition document / drawings in .pdf format and Bill of Quantities in .xls format.

(ix) PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his / her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator, Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for

each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION : The Contractor / Bidder intending to participate in the bid is required to register in the Portal using his / her active personal / official e-mail ID as his / her Login ID and attach his / her valid Digital signature certificate (DSC) to his, her unique Login ID. He / She has to submit 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 online verification of valid certificates / documents such as (i) PAN and (ii)Registration Certificate (RC) / GSTN Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC / GSTN Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised 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 authorised signatory is used in the portal.

15.1.2 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.

15.2. 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 CA stored in system database. The system checks the unique Login ID, password & DSC combination and authenticates the login process for use of portal.

15.3 Downloading of bid: The bidder can down load the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.4 Clarification on bid: 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 intender call notice / Bid. The Officer inviting the bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.5 Preparation of bid :

15.1.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may down load these drawings and take out the print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting the Bid will be open for inspection by the Bidders.

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

15.6. Payment of cost of Bid documents:

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

16. SUBMISSION OF BID:

- 16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical Bid generally consist of cost of Bid documents / Bid Security, GST/EPF/, PAN / TIN, Registration certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature 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.
- 16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by procurement officer publisher (Officer Inviting Tender) after entering the relevant fields without any alteration / deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3. 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.
- 16.4. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item (s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 16.5. The bidder shall log on to the portal with his / her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 16.5.1 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 summery 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.
- 16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 16.5.3 The Bidder should ensure clarify / legibility of the document uploaded by him to the portal.
- 16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process for submission of the bid / tender.

- 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
- 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 16.5.7 The Tender inviting Officer is not responsible for any failure, malfunction, or breakdown of the electronic system used during the e-procurement process.
- 16.5.8 The Bidder is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is not necessary for the part of the Bidder to upload the drawings and other Bid documents (after signing) while up-loading his bid. It is assumed that the bidder has referred all the drawing sand documents uploaded by the Officer inviting the Bid.
- 16.5.9** 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**.
- 16.6 Signing of Bid :** The 'online bidder' shall digitally sign on all statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION

17.1 All bid uploaded by the Bidder to the portal will be encrypted.

17.2. The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer-Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

- 19.1** Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log on to the portal to decrypt the bid submitted by the bidders.
- 19.3 The bidders & guest users can view the summery of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS:

- 20.1 All the opened bids shall be down loaded and printed for taking up evaluation. The officer authorised to open the tender shall sign on each page of the documents downloaded and furnish a certificate that the documents as available in the portal containing _____ Nos. of pages.
- 20.2 The bidder may be asked in writing / online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non-submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 Technical evaluation of all bids shall be carried out as per information furnished by Bidders.
- 20.5 The procurement Officer-Evaluators; will evaluate bids and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The procurement Officer-Openers shall logon to the system in sequence and open the financial bids.
- 20.6.1 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.
- 20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
- 20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BOQ and the comparative statement and furnish a certificate to that respect.
- 20.6.5 Bidder can witness principal activities and view the documents / summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

- 21.1** For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 22.1** The Employer / Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the 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.
- 22.2** The Contractor after furnishing the required acceptable performance security and additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.
- 22.3** If the L-1 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 L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION

- 23.1** If the Registration certificate of the contractor is cancelled / suspended by the registering authority / blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 23.2** The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension / blacklisting from the concerned authority.
- 23.3** The Office 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 / Head of Office if any of the following provisions are violated.
- 23.3.1** Fails to furnish original Technical / Financial (Tender Paper cost,) instruments before the designated officer within the stipulated date and time.
- 23.3.2** Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 23.3.3** Fails to execute the agreement within the stipulated date.

- 23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus. Accordingly the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1. UNBLOCKING OF PORTAL REGISTRATION :

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

EIC (Civil)-cum-CPO	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member
Sr. Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

- 24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required and shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- 24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 – Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.
- 24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
- 24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking / unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

DETAILED TENDER CALL NOTICE

1. Sealed percentage rate bids are invited on **ONLINE** in **Single** cover system from class of eligible contractors registered with the State Government and contractors of equivalent Grade/Class registered with Central Government/MES/Railways having EPF Registration with the R.P.F Commissioner for execution of **civil/PH** works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work "**Construction of Pre-Cast Boundary Wall at Radhakrishna Vihar, Sec-6, CDA, Cuttack**" **amounting to Rs. 18,75,927.00/-(Rupees eighteen lakh seventy five thousand nine hundred twenty seven only)** as per contract Data. The adopted format for percentage rate is same as that of the form adopted for item rate tenders but the word "Item rate" shall be replaced by "Percentage rate" and the contract will be named as **P- 1**.
2. The Bid documents are available from official website of Government: www.tendersorissa.gov.in from dtd.10.00 A.M of **16.07.2026 to 28.07.2026 up to 4 PM** the last date and time of submission of Bid is as per contract data.
3. The Bid documents will be opened by the assigned officer in the office of the Executive Engineer, KDA, Kataka at **12.30 P.M. on 31.07.2026** in the presence of the bidders or their authorised representatives who wish to attend.
4. a) The on line bid must be accompanied with scanned copies of financial instruments towards cost of Bid documents in shape of demand draft issued from any nationalized/ scheduled bank prepared in the name of the Finance & Accounts Member, CDA, Cuttack and payable at Kataka.
b) Bid must be accompanied by Earnest Money Deposit (EMD) of the amount specified for the work in shape of NSC/TDR of any Nationalised bank drawn and pledged in favour of Finance and Accounts Member, KDA, Kataka and will have to be in any one of the forms as specified in the bidding document. Bid not accompanied by EMD shall be liable for rejection.
5. The Engineer contractor willing to avail the Exemption of E.M.D will submit the scan copy of affidavit to avail the exemption along with bid document and the original affidavit will be submitted before opening of Bid. Affidavit should contain how many times such facility have been availed by him prior to this during the current financial year. They are also required to produce their original Licence before opening for necessary entry otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
6. **After the date & time of receipt of bid is over, the original financial instruments towards cost of Bid documents & EMD shall be submitted in the office of the Executive Engineer, KDA ,Kataka after bid closing date i.e. from dt. 29.07.2026 to dt. 30.07.2026 during office hours on working days failing which the bid will be rejected.**
7. The bid is to be submitted in Single cover. The Cover is to contain scanned copy of Cost of bid document, E.M.D DTCN, scanned copy of registration certificate, PAN card, valid GSTIN, EPF registration certificate, Certificate of no relationship, information regarding current litigation, affidavit in support of correctness of documents and the price bid duly filled in and signed by the bidder. All other documents required as per the relevant clauses of this DTCN are also to be submitted in the prescribed format.
8. a) The intending bidders are required to produce original documents like Registration Certificate, valid PAN card, valid GSTIN, EPF Registration certificate, Certificate of no relationship, information regarding current litigation (SCHEDULE-E), affidavit in support of correctness of documents (SCHEDULE-F) within 3(three) days after opening of Bid in any working day for verification in the office of Executive Engineer , KDA, **failing which the tender will be rejected.**

9. Certificate from the competent authority confirming to that category shall be submitted. In default their claims for exemption/ facilities shall not be entertained.
10. The work is to be completed in all respects within the time period as specified in the Contract Data. Bidders whose bids accepted must submit a work programme at the time of execution of Agreement.
11. All bids received will remain valid for a period of **120(One hundred twenty)** days after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
12. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred \ from qualification. The information to this effect and authentication of the tender documents including financial instruments should be submitted in the prescribed proforma in shape of affidavit. Information regarding current litigation should also be submitted in the prescribed proforma. The required proforma are enclosed in separate sheets.
13. **No Relation Certificate.**

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in C.D.A. or Assistant/Under Secretary & above in the H&UD Department. If the fact subsequently proved to be false, the contract is liable to be rescinded for no relationship certificate is contained in a separate sheet.

(i)

Each bidder is to submit along with bid a note regarding his experience on construction of
 - a) Name of the work:-
 - b) Estimated cost/ Agreement value:-
 - c) Total length:-
 - d) Major item of work:-
 - e) Quantity of items-
 - f) Date of commencement:-
 - g) Actual date of completion:-
 - h) Other details:-
14. If an individual makes the application, the individual should sign above his full type written name and current address.
15. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
16. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
17. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
18. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

19. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
20. Submission of more than one tender by a bidder for a particular work will be liable for rejection of all such tender papers.
21. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
22. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
23. Every bidder is expected before quoting his rate to inspect the site of the proposed work and well understood about the item of work in BOQ. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
24. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.

It must be definitely understood that the KDA does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

1. **25. Additional performance Security:**

**(Amendment to Para 3.5.5(v) Note-II of OPWD Code Vol-I by modification)
(Revised/substituted as per Works Deptt. Office Memorandum
No.07764600022025173/W. Bhubaneswar dt.03.01.2026**

Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish additional performance security as detailed below

Sl. No	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
i)	From 0.00 % up to 10.00%	No Additional Performance Security
ii)	Above 10.00% but below 20%	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)	Above 20% or More	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.

The additional performance security (APS) in shape of Term Deposit Receipt pledged in favour of Finance & Accounts Member, CDA, Cuttack within **Seven** days of intimation, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for blacklisting shall be initiated against the Bidder.

26. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
27. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
28.
 - i) Bill of quantities are accompanied in the technical bid. It shall be definitely understood that the KDA does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
 - ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.
29. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
30.
 - i) The bidder / tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution& completion of the works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
 - ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per Clause of DTCN in form of Demand draft/Term Deposit Receipt of Nationalised bank/Schedule Bank pledged in favour of the **Finance & Accounts Member, CDA, Cuttack and payable** at the place as specified in the **Contract Data** and in no other form which including the amount already deposited as bid security (earnest money) shall be 1% of the value of the tendered amount and sign the agreement in the PWD Form P-1 for the fulfilment of the contract in the office of the **Superintending Engineer** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of **P1 agreement** shall be retained as security for the due fulfilment of this contract and additional performance security in accordance with the provisions of the agreement.
 - iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder within **15 days** following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
 - a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of

invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.

- b) Standard P.W.D. **Form P-1** with amendments.
 - iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money).No contract (tender)** shall be finally accepted until the required amount. The security will be refunded after **One year** of completion of the work or receipt of final audit report from local fund Audit and payment of the final bill and will not carry any interest.
 - v) If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor in that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled in case a contractor is black listed, it will be widely publicised and intimated to all departments of Government and also to Govt. of India agencies working in the state. As per amendment Para-3.5.14 Note-I of OPWD Code, Vol-I by inclusion vide Works Deptt. Office Memorandum No.12366/W/dt.08.11.2013.
31. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the Kataka city and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the Kataka city.
32. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
33. Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII-R 8/5225 Dated. 26.02.55 and No. IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
34. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor.
35. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay KDA for temporary occupation of land owned by KDA at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein shall be to the satisfaction of the local health authorities.

- c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work shall be ensured.
 - d. Fees and duties levied by the municipal, canal or water supply authorities shall be borne by the contractor.
 - e. Suitable equipments and wearing apparatus for the labour engaged shall be ensured in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches shall be ensured in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
36. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
 37. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
 38. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate for extra items of work shall be as per schedule of rates.
 39. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
 40. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office as mentioned in the tender call notice during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
 41. Bidders are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the condition of **D.T.C.N.**
 42. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for pre stressed concrete bridges specifically for road and bridges issued by MORT&H, Govt. of India. MORT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
 43. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and watertight.
 44. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.

45. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
46. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
47. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
48. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons whatsoever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
49. If the bidder removes KDA materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
50. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by KDA. The KDA is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of **P-1** agreement.
51. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
52. All the materials which are to be supplied from KDA store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After issue from the KDA store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
53. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Laboratory of Government Departments and approved by the KDA before use.
54. (a) TOR steel, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks but excluding lapping & wastage) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in- Charge
- (b) **All reinforcement steel & structural steel shall be procured from primary producer of steel SAIL/RINL/TATA/ZINDAL STEEL/SHYAM STEEL. In case of exigency other brands (primary**

producer) of steel may be used with proper justification & prior approval of competent authority satisfying the test as required by BIS code. No re rolled steel shall be permitted in works.

55. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D/s.
56. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
57. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
58. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
59. The stack of road metal and gravel will not be measured in boxes .Filling of sand and Earth in the site will be taken only level measurement.
60. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
61. In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
62. Sinking of wells shall be measured as per MORT&H Specifications for Road & Bridge works (Latest Revision).
63. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and de-silting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
64. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
65. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.
66. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate.
67. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the Department.
68. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
69. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.

70. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
71. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
72. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost .The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
73. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
- b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Quality Control Division and Research Laboratory of Kataka or Bhubaneswar or any Govt. approved laboratory. Test should be carried out in accordance with the stipulation in Bridges code Section-III.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no pleashall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in any Government approved laboratory or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
- e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
74. The thickness of cement concrete in top plugging should be as per Departmental drawing.
75. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance the contractor shall carry out. suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
76. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
77. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT&H Specification for Roads & Bridge works (Latest Revision).
78. No claim for carriage of water what-so-ever will be entertained.

79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the V.C, KDA. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the V.C, KDA in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such un employed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet.
81. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
82. Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in –Charge of the work and his authorized subordinates. After acceptance of the contract rate KDA will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
83. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
- 84.a) **1%(one percent) of the gross bill of contractor will be deducted towards labour Cess over and above the usual deductions.**
- b) **The contractor will have to submit EPF deposit Challan in each Running Account bill and will have to furnish the clearance certificate of the EPF Authority for the said work before payment of the final bill.**
- c) **Photographs before, during and after completion of work are to be submitted by the contractor at his own cost during process of final bill**

85. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Superintending Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
86. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
87. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
88. Sample of all material - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.
89. Trial Boring - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
90. Any defects, shrinkage or other faults which may be noticed within **12 (twelve) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12 (twelve) calendar months** from the date of successful completion of the work.
91. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
92. **Payment for variation in price**
Clause 92-(a)(i) of F2 contract REIMBURSEMENT / RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L).-

If during the progress of the work the price of any materials (Excluding the cost of steel cement, bitumen & P.O.L) incorporated in the work (not being materials supplied from the Engineer – in – Charge's Store) in accordance with Clause there of increases or decreases as a result of increase or decrease in the Average wholesale Price index (all commodities). And the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for

delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18 (eighteen) months but subsequently the completion period has been validly extended on ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18 (eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18 (eighteen) months there from.

Formula to calculate the increase or decrease in the price of materials:

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

$$Vm = 0.85 \times Pm / 100 \times R \times (Mi - Mo) / Mo$$

Vm = Increase or decrease in the cost of work during the quarter under Consideration

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule or rate / derived rates.

Mo = The all India wholesale price index (all commodities) prevailed during the quarter last day of receipt of bids was published by the Economic Adviser to Government of India, Ministry of Industry and commerce, New Delhi.

Mi = The all India Wholesale Price Index (all Commodities) for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration whichever is less shall be considered.

Pm = Percentage of materials component (Other than cement steel bitumen, pipes and POL of the work as indicated in clause – 31 (d) below.

92 (a)(ii) REIMBURSEMENT / RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER:

If after submission of the Tender, the prices of Steel, Cement, Bitumen and Pipes (not being supplied by the Department) increases / decreases beyond the price(s) prevailing at the time of the last date of submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval tender accepting authority subject to following conditions:

1. Contractors have to submit the Vouchers showing procurement of different materials from authorized dealers for the said work.
2. Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer – in – Charge.

Recovery in case of decrease in prices of cement, steel, bitumen & Pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase / decrease in price of cement, steel, Bitumen and pipes for reimbursement /

Recovery shall be determined as follow.

a) Adjustment towards differential cost of cement:

$V_c = (C_i - C_o) / C_o \times \text{Actual Quantity of cement utilized in the work during the quarter under consideration} \times \text{base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.}$

$V_c =$ Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered.

$C_i =$ All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser Government of India Ministry of Industry and commerce New Delhi.

$C_o =$ All India wholesale price Index (as published by Economic Adviser, Government of India Ministry of Industry and comer, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of steel.

$V_s = (S_i - S_o) \times \text{Actual quantity of Steel utilized in the work during the quarter under consideration.}$

$V_s =$ Differential cost of Steel i.e. amount of increase or decrease in rupees to be paid or recovered.

$S_i =$ Cost of the Steel as prevailed during the period under consideration as fixed by steel authority of India.

$S_o =$ Base price of Steel prevailing as on the last date of submission of Tender including extension, if any.

c) Adjustment towards differential cost of Bitumen.

$V_b = (B_i - B_o) \times \text{Actual quantity of Bitumen utilized in the work during the quarter under consideration.}$

$V_b =$ Different cost of Bitumen i.e. amount of increase or decrease in Rupees to be paid or recovered.

$B_i =$ Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL /BPCL / HPCL.

Bo= Base price of bitumen as prevailing during the last stipulated date of receipt of tender including extension, if any.

d) Adjustment towards differential cost of pipes.

$$V = 0.85 \times P_p / 100 \times R(P_i - P_o) / P_o$$

Vp= Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

Pp= Percentage of pipe component of the work as indicated in the clause 31 (d).

R= Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any at prevailing schedule of rates of derived rate.

Pi= All India Wholesale price Index for the period under consideration as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi for the type of pipe under consideration.

Po= All India Wholesale price Index (as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of

Tender including extension, if any for the type of pipe under consideration.

92(b) REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:

In after submission of the tender the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the Contractor, if penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed the extended period.

The Contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour give notice thereof to the Engineer – in – Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer – in – Charge may call books of account and other relevant documents from the contract or to satisfy himself about reasonability of increase in prices of wages and actual payment thereof for this purpose the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase /decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labour, fixed by the Government of Odisha under Minimum wages act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$$

Vi= Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R= Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rare / derived rates.

- Lo= The minimum wages for labour as notified by State Government & as prevailed on the last stipulated date of receipt of tender including extension, if any.
- Li= The minimum wages for labour as notified by State government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended the minimum wage prevailing on the last date of quarter previous to the quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered).
- Pi= Percentage of labour component of the work as indicated in the clause 31 (d)

92(c) Reimbursement / Refund due to variation in prices of P.O.L:

Similarly, if during the progress of work the prices of Diesel Petrol, Oil and Lubricants increase or decreases as a result of the price fixed thereof by the Government of India and the Contractor there upon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him if penalty is levied for delayed completion of the work the contractor shall not be eligible to get price escalation on P.O.L. on the value of works executed during the extended per.

Formula to calculate the increase or decrease in the price of P.O.L.

$$Vf = 0.85 \times Pi / 100 \times R \times (Fi - Fo)/Fo$$

V f = Increase or decrease in the cost or work during the quarter under consideration due to changes in rates for P.O.L.

P f = Percentage of P.O.L. component of the work, as indicated in Clause – 31(d) below.

R= Value of work done during the quarter consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

Fi= All India wholesale price index for Fuel, Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration whichever is less shall be considered.

Fo= All India wholesale Price Index for Fuel, Oil & Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

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

PERCENTAGE TABLE

Sl.	Category of Works	% Component (Cost wise)
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No.			Labour (pi)	POL(Pf)	Steel + Cement + Bitumen + other materials
1	R&B works (% of component)	Road Works	5	5	90
		Bridge works	25	5	70
		Building Works	25	-	70
2	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. Woks	Structural Works	25	5	70
		Pipeline works	5	-	Pipe – 70 % * Other Materials – 25 %
		Sewer Line	10	-	Pipe – 70 % * Other Materials – 20 %

***Note: - Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.**

92(e) APPLICATION OF ESCALATION CLAUSE:

- (i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer – in – Charge, furnish documents to be verified in such a manner as the Engineer – in – Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material wages of labour and / or price of P.O.L give notice thereof to the Engineer – in – charge stating that the same is given pursuant to this condition along with information relating thereto which he may be in a position to supply.
 - (ii) The compensation for Escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months depending on the actual date of completion.
93. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signalling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.

94. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim whatsoever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
95. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the KDA Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the KDA and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in-charge every month.
96. The bidder should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
97. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
98. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per **P-1 Contract**.
99. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa P.W.D. Code, CPWD Specifications with latest revision / amendment are also binding on the part of the contractor.
100. No part of the contract shall be sublet without written permission of the concerned Superintending Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
101. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
102. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
103. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
104. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
105. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.

106. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected. The claim books are the property of the KDA and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
107. Number of tests as specified in I.R.C./MORT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/ Govt. approved material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
- 108 i) Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC/MORT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
- ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Superintending Engineer and above.
- iii) After completion of the road work in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
109. ADDENDUM TO THE CONDITION OF P1 CONTRACT

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

- 2.1. Progress of work and Re-scheduling programme.
- 2.1.1. The Superintending Engineer / Engineer- in- Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval of work Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $\frac{1}{4}$ th of the whole time allowed under the contract has elapsed, $\frac{1}{2}$ of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, $\frac{3}{4}$ th of the whole of the work before $\frac{3}{4}$ th of the whole time allowed under the contract has elapsed.

- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 2.2. Extension of the Completion Date.**
- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, KDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - g) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

- vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Executive Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause of P-1 Contract or that the work remains incomplete.

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the KDA. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of P-1 Contract, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4. **Management Meetings.**

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

- 2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

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

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

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

As per said amendment a Contractor may be blacklisted

- a) Misbehaviour/threatening of Departmental & supervisory officers during execution of work/ tendering process.
 - b) Involvement in any sort of tender fixing.
 - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d) Persistent and intentional violation of important conditions of contract.
 - e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
 - f) Submission of false/ fabricated / forged documents for consideration of a tender.
111. All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
- (II) The tests have to be planned & carried out such that the progress of work is not hampered
 - (III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
112. In case of ambiguity between clauses of this D.T.C.N. and the P-1 contract form, the relevant Clauses of the P-1 contract form shall prevail over the D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.
113. It must be definitely understood that KDA does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
114. It shall be definitely understood that KDA does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the

conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

115. **In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Engineer-in-Charge will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour.** The decision of the Engineer-in-Charge is final and binding on the contractor.

116. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.

117. The bidder will be responsible for the loss or damage of any materials related to Govt. during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.

118. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.

g) The selected contractor may take delivery of Departmental Supply according to his need for the work issued by the Engineering- in-charge subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by KDA. KDA is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of agreement.

119. Govt. will have the right to supply at any time in the interest of work any Govt. materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by Govt. or current market rate whichever is higher.

120. All the materials which are to be supplied from **Department Store** will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the **Department Store**, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.

- Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
- 121.** Though Govt. issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the approved Laboratory and approved by the Engineering-in-Charge before use. No extension of time or escalation of price on such account shall be entertained in future.
- 122.** TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the **Engineer-in-Charge** (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
- 123.** Gradation of ingredients: The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant. I.S. Code / I.R.C. code / MoRT&H specifications.
- 124.** In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
- 125.** The rates quoted by the contractor shall cover the latest approved rates of Labours, Materials, P.O.L. and Royalties. Arrangement of borrow areas i.e. Land, Approach Road to the building / road site etc. are the responsibility of the contractor.
- 126.** The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
- 127.** The contractor shall make requisition of claim book from the date of commencement of the work from the **Executive Engineer, KDA, Kataka** and shall maintain in proper Govt. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge

or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the Govt. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Govt. whichever is earlier for record.

128. **The contractors/ Firms shall be responsible for the defect liability period for 12 months from the date of completion of the project.**

The contractor shall be liable for rectification of defects/ reconstruction, if required, within the above defect liability period failing which the cost thereof shall be recovered from the final bills/ any other dues of the contractor.

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

- a) Required paper cost and E.M.D (bid security) as per the **clause of DTCN.**
- b) Scanned Copy of valid Registration Certificate, Valid GSTIN, PAN card, EPF Registration Certificate & affidavits along with the tender documents as per Clauses of DTCN.
- c) Information in scanned copy regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **Schedule-E and affidavit to that effect including authentication of tender documents in Schedule-F as per clause of DTCN.**
- d) Submission of original tender paper cost and bid security as prescribed in the relevant clause of DTCN after last date and time of submission of bid but before the stipulated date & time for opening of the bid.
- e) **Submission of Original documents as per Clause No.7(A) of DTCN.**
- f) The price bid duly filled in and signed by the bidder which is mandatory. All other documents required as per DTCN.
- g) Non submission of required information in schedule-E and in shape of Court affidavit Schedule-F shall be treated as non-responsive and the bid shall be summarily rejected.
- h) No relationship certificate in schedule – A as per clause 13 of DTCN.

ADDENDUM TO DTCN

The bidders are required to quote their rates inclusive of 1% cess towards construction workers welfare which will be deducted from their bills

Total 129 (one hundred twenty nine) items only.

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Special Condition of the Contract

1. *The bidders must have to visit the site and well understood about the items of works to be executed with the rates of labour and materials, conveyance etc before quoting his rate. Abnormally quoting the rates may hamper the quality of work for which actions will be taken against the contractor. The quoted rate should be including of all taxes, testing charges, Photographs, transportation, wastages of materials etc.*
2. *It shall be the responsible of the contractor to procure all materials required for the work including procurement of steel, cement and bitumen etc (to be approved by the Engineer in charges)from the market at his own cost and complete the work within the stipulated time of completion as per accepted agreement. At no stage difficulty or obstacles for procurement of materials due to any reasons whatsoever shall not be entertained by the department nor any plea for extension of time or compensation /claim to this effect shall be entertained on account of the above The safe custody of the materials issued by the department or procured by the contractor will be sole responsibility of the contractor .For both departmental issue of the materials or procurement of the materials by the contractor all incidental expense like transport, storage, handling and any other expenditure shall be borne by the contractor .*
3. *The cost of empty cement bags and empty bitumen drums will be deducted from the contractor in each running bill.*
4. *The contractor should furnish his/her e-mail Id & contact No. along with tender.*

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TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

(To vary as per the scope of the Work)

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following IS standard and code of practice.

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and Curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand/ Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

Note : For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard).

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813.(Part I & Part II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part I & Part II)
12. DPC shall be with conformity to I.S.3067
13. Tar felt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related / not related**(*) to any officer in the rank of a **Assistant Engineer** & above in KDA or **Under Secretary & above** in the H & U D Deptt.

I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

SCHEDULE – E

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

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

Note:

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

Signature of Tenderer

COURT AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither 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 authorise(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.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date:

SAMPLE FORMATS

UNDER TAKING

This is to certify that

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.
2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.
3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha or other gazetted officer retired from Government service during last two years without prior permission of the Government of Odisha in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid.

Signature of the Tenderer.

Date:-

Note: i. Strike out whichever is not applicable

- ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

RELATIONSHIP DECLARATION**To,**

The Tender Inviting Officer,

Subject: (Name of the Work)

Reference : (Bid reference number)

Sir,

Pursuant to clause **2 of the ITB**, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the _____ Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

Pursuant to clause **2 of the ITB**, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department.

SI No.	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department. I **am aware that any** breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature of the Tenderer.

Date:-

APPROVED