

BID IDENTIFICATION NO MDD-e-05/2026-27



GOVERNMENT OF ODISHA

WATER RESOURCES DEPARTMENT

DETAILED TENDER CALL NOTICE FOR THE WORK

**Cleaning of two phase bushes and grass along with cutting and uprooting from  
RD 3500 ft. of 1<sup>st</sup> Gap to RD 11650 ft. of 2<sup>nd</sup> Gap of Left dyke for the year  
2026-27**

**Rs.8,76,924-**

OFFICE OF THE SUPERINTENDING ENGINEER  
MAIN DAM DIVISION, BURLA

**GOVERNMENT OF ODISHA**  
**OFFICE OF THE SUPERINTENDING ENGINEER**  
**MAIN DAM DIVISION, BURLA**  
**AT/PO – BURLA, DIST.SAMBALPUR (ODISHA) 768017**  
**Email Id : [semaindamdivn@gmail.com](mailto:semaindamdivn@gmail.com)**

**“e” procurement Notice No. MDD-e-05/ 2026-27**

**No.8468**

**/Date: 09.07.2026**

The Superintending Engineer, Main Dam Division Burla, on behalf of Governor of Odisha invites  
Percentage rates bids in single cover for the construction of works as detailed below.

| Sl. No | Name of the Work                                                                                                                                                                         | Value of the work (In Rs.) | Concerned TIA   | Security / EMD Amount Rs. (on line) | Cost of Bid document Rs. (on line) | Class of Bidder | Period of completion        |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------|-------------------------------------|------------------------------------|-----------------|-----------------------------|
| 1      | 2                                                                                                                                                                                        | 3                          | 4               | 5                                   | 6                                  | 7               | 8                           |
| 1      | Three times grass cutting of D/S slope with berm including inverted filter area from RD 9100.00 ft. to RD 11600.00 ft. of Right Earth Dam of Hirakud Dam for the year 2026-27            | 4,86,176/-                 | S.E. MDD, BURLA | 4900/-                              | 2000/-                             | ‘D’ & ‘C’ Class | 12 (Twelve) calendar months |
| 2      | Three times grass cutting of D/S slope with berm including inverted filter area from RD 11600.00 ft. to RD 14100.00 ft. of Right Earth Dam of Hirakud Dam for the year 2026-27           | 6,20,101/-                 | -do-            | 6300/-                              | 4000/-                             | ‘D’ & ‘C’ Class | 12 (Twelve) calendar months |
| 3      | Three times grass cutting of D/S slope with berm including inverted filter area from RD 6600.00 ft. to RD 9100.00 ft. of Right Earth Dam of Hirakud Dam for the year 2026-27             | 6,12,937/-                 | -do-            | 6200/-                              | 4000/-                             | ‘D’ & ‘C’ Class | 12 (Twelve) calendar months |
| 4      | Three phase grass cutting of Left Pavilion area and Ghat road upto Gandhi Minar and Periphery area of Hirakud Dam for the year 2026-27                                                   | 8,90,608/-                 | -do-            | 9000/-                              | 4000/-                             | ‘D’ & ‘C’ Class | 12 (Twelve) calendar months |
| 5      | Three phase grass cutting and bush cleaning of Left Earth Dam from RD 200.00 mtr. to 1500.00 mtr, and left side Generator room and periphery area of Left Earth Dam for the year 2026-27 | 9,05,270/-                 | -do-            | 9100/-                              | 4000/-                             | ‘D’ & ‘C’ Class | 12 (Twelve) calendar months |

| Sl. No | Name of the Work                                                                                                                                                                                               | Value of the work (In Rs.) | Concerned TIA   | Security / EMD Amount Rs. (on line) | Cost of Bid document Rs. (on line) | Class of Bidder | Period of completion        |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------|-------------------------------------|------------------------------------|-----------------|-----------------------------|
| 1      | 2                                                                                                                                                                                                              | 3                          | 4               | 5                                   | 6                                  | 7               | 8                           |
| 6      | Three times grass cutting of Right spillway and Power Dam area for the year 2026-27                                                                                                                            | 6,19,446/-                 | S.E. MDD, BURLA | 6200/-                              | 4000/-                             | 'D' & 'C' Class | 12 (Twelve) calendar months |
| 7      | Three phase grass cutting and bush cleaning of Left flood embankment between RD 0.00 mtr. to RD 1360.00 mtr. of Hirakud for the year 2026-27                                                                   | 5,23,436/-                 | -do-            | 5300/-                              | 4000/-                             | 'D' & 'C' Class | 12 (Twelve) calendar months |
| 8      | Two phase cleaning of bushes and grass along with cutting and uprooting the tree from RD 21500 ft. of 3 <sup>rd</sup> Gap to RD 31450 ft. (beginning of 4 <sup>th</sup> Gap) of Left dyke for the year 2026-27 | 11,37,210/-                | -do-            | 11400/-                             | 6000/-                             | 'D' & 'C' Class | 8 (Eight) calendar months   |
| 9      | Two phase cleaning of bushes and grass along with cutting and uprooting tree from Left Pavilion to RD 3500 ft. of 1 <sup>st</sup> Gap of Left dyke for the year 2026-27                                        | 8,23,743/-                 | -do-            | 8300/-                              | 4000/-                             | 'D' & 'C' Class | 8 (Eight) calendar months   |
| 10     | Two times cleaning of bushes and uprooting the girth of 4 <sup>th</sup> Gap RD 31450 ft. to 39000 ft. along with toe road of 4 <sup>th</sup> Gap Left dyke of Hirakud Dam at Jamadarpali for the year 2026-27  | 9,94,574/-                 | -do-            | 10000/-                             | 4000/-                             | 'D' & 'C' Class | 8 (Eight) calendar months   |
| 11     | Cleaning of two phase bushes and grass along with cutting and uprooting from RD 3500 ft. of 1 <sup>st</sup> Gap to RD 11650 ft. of 2 <sup>nd</sup> Gap of Left dyke for the year 2026-27                       | 8,76,924/-                 | -do-            | 8800/-                              | 4000/-                             | 'D' & 'C' Class | 8 (Eight) calendar months   |

### Procurement details

| Procurement Officer                               | Bid Identification No.    | No. of Works | Availability on line for bidding of tender |                          | Last date and time of submission of tender on line | Date and Time of opening of tender | Seek Clarification start Date | Seek Clarification end Date | Place of Opening                                                |
|---------------------------------------------------|---------------------------|--------------|--------------------------------------------|--------------------------|----------------------------------------------------|------------------------------------|-------------------------------|-----------------------------|-----------------------------------------------------------------|
|                                                   |                           |              | From                                       | To                       |                                                    |                                    |                               |                             |                                                                 |
| 1                                                 | 2                         | 3            | 4                                          | 5                        | 6                                                  | 7                                  | 8                             | 9                           | 10                                                              |
| Superintending Engineer, Main Dam Division, Burla | MDD-e-05/2026-27 (Online) | 11 Nos.      | 15.07.2026 AT 10.00 AM                     | 24.07.2026 upto 05.00 PM | 24.07.2026 upto 05.00 PM                           | <b>27.07.2026 AT 11.00 AM</b>      | 15.07.2026 AT 10.00 AM        | 24.07.2026 AT 5.00 PM       | Office of the Superintending Engineer, Main Dam Division, Burla |

Further details can be seen from the Govt. website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in)

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8469

/Date: 09.07.2026

Copy submitted to the Engineer-in-Chief, Water Resources, Odisha, Sechasadan, Bhubaneswar / Chief Engineer & Basin Manager, Mahanadi Basin, Burla for favour of information and necessary action.

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8470

/Date: 09.07.2026

Copy submitted to the Deputy Director-cum-Deputy Secretary, Advertisement, Information & Public Relation Department, Office of the Director of Public Relation, Govt. of Odisha, Bhubaneswar with a request to publish the tender call notice

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8471

/Date: 09.07.2026

Copy along with hard copy submitted to the Director, Monitoring and Evaluation, Office of the Engineer-in-Chief, Water Resources, Odisha, Secha Sadan, Bhubaneswar for favour of kind information and necessary action. The hard copy of the 'e' procurement notice also sent through Mail Id: [ddmis.eicwr.od@nic.in](mailto:ddmis.eicwr.od@nic.in).

Encl:- 'e' Procurement notice

1) Hard copies – 1 no

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8472

/Date: 09.07.2026

Copy along with hard copy of 'e' procurement notice submitted to the Technical Head, State Portal Group, NIC, Odisha Secretariat, Bhubaneswar with a request for posting of 'e' procurement notice in Govt. website [www.odisha.gov.in](http://www.odisha.gov.in). The hard copy of the 'e' procurement notice also sent through Mail Id: [tenderorissa@gmail.com](mailto:tenderorissa@gmail.com).

Encl:- 'e' Procurement notice

1) Hard copies – 1 no.

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8473

/Date: 09.07.2026

Copy submitted to the Addl. Chief Engineer, Hirakud Dam Circle, Burla for favour of information and necessary action.

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8474 (2)

/Date: 09.07.2026

Copy submitted to the Superintending Engineer, Minor Irrigation Circle, Sambalpur / Superintending Engineer, Northern Investigation Circle, Burla for favour of information and necessary action

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8475 (2)

/Date: 09.07.2026

Copy submitted to the District Magistrate & Collector, Sambalpur / Superintendent of Police, Sambalpur for favour of kind information and necessary action.

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8476 (2)

/Date: 09.07.2026

Copy forwarded to the Assistant to Chief Engineer & Basin Manager, Mahanadi Basin, Burla / Liason Officer, office of the Chief Engineer & Basin Manager, Mahanadi Basin, Room No.334 (2<sup>nd</sup> floor), Sechasadan, Bhubaneswar (Office of the Engineer-in-Chief, Water Resources, Odisha), Bhubaneswar. for information & necessary action

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8477 (9)

/Date: 09.07.2026

Copy submitted to the Sub-Collector, Sambalpur / All Superintending Engineers under Addl. Chief Engineer, Hirakud Dam Circle, Burla / Executive Engineer, Minor Irrigation Division, Sambalpur / R & B Division, Sambalpur / N.H. Division, Sambalpur / P.H. Division, Sambalpur / Commissioner Sambalpur Municipality Corporation for information and wide circulation for information & necessary action

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla  
/Date: 09.07.2026

Memo No. 8478 (2)

Copy to Officer in charge, Police Station, Burla for information. He is requested to arrange security measures during the period of Tender at Main Dam Division, Burla to avoid any untoward incidence.

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8479 (4)

/Date: 09.07.2026

Copy forwarded to all Sub-Divisional Officers under this Division for information and necessary action

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8480 (3)

/Date: 09.07.2026

Copy to Contractor's Association, Burla / Hirakud / Sambalpur for information and necessary action.

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8481 (5)

/Date: 09.07.2026

Copy to DAO-I / Drawing Branch / Auditor/ Cashier /Notice Board for information & necessary action.

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

Memo No. 8482

/Date: 09.07.2026

Copy to Odisha Young Entrepreneur Association (OYEA) Industrial Estate RD, Khapuria Cuttack, Odisha, 753010 for information & necessary action.

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

GOVERNMENT OF ODISHA  
e-procurement notice  
OFFICE OF THE SUPERINTENDING ENGINEER: MAIN DAM DIVISION, BURLA  
Email Id : [semaindamdivn@gmail.com](mailto:semaindamdivn@gmail.com)  
INVITATIONS FOR BIDS (I. F. B.)  
IDENTIFICATION No. MDD- e/05/ 2026-27

No. 8468

/Dated : 09.07.2026

The **Superintending Engineer, Main Dam Division, Burla** on behalf of Governor of Odisha invites **Percentage Rate** bids for the construction of works detailed as above from the class of eligible contractors as mentioned in column-7 (seven) registered with the State Governments and Contractors of equivalent Grades /Class Registered with Central Government / MES / Railways for execution of Building/Road Works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. **If successful, the bidder who has not registered under state government has to register under the state PWD in appropriate class of eligibility before signing of the agreement.**

1. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & Conditions of contract and other necessary Documents can be seen in the website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in).
2. As per Works Department, Government of Odisha, Office Memorandum No. No. 07554600032022- 1499/ dated 01.02.2023, Bid Security/ Earnest Money Deposit (EMD) has to be deposited in shape of NSC / Post office Saving Bank Account / Post office Time Deposit Account Kisan Vikas Patra / Bank Guarantee in favour of the Divisional officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch pledged in favour of Superintending Engineer, Main Dam Division, Burla
3. The Bid documents will be available in the website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) from 10.00 A.M.Hours of 15.07.2026 upto 17.00 Hours 24.07.2026
4. The Bidder must possess **Compatible Digital Signature Certificate (DSC) of Class II or Class III.**
5. Bids shall be received only "On-line" on or before 17.00 Hours of 24.07.2026
6. Bids received "on-line" shall be opened at 11.00 A.M. Hours on 27.07.2026 in the office of the **Superintending Engineer, Main Dam Division, Burla, Orissa** in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day at the same time and venue.  
**If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system to be held on 31.07.2026 at 11.00 A.M. where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.**
7. The tender accepting authority will verify the originals of all the scanned documents of **1<sup>st</sup> lowest bidders.** 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.
8. The cost of bid documents **will be received through e-payment gateway.** The Bidder shall transfer **online the cost of Bid document** (Non-refundable) amount specified for the works in the table Col-06 above per set towards cost of the bid document through process as mentioned in the DTCN vide Office Memorandum No. 17254/W/dated 05.12.2017 of Works Department, Govt. of Odisha or shall be liable for rejection.
9. Additional Performance security (APS) as per Works Department OM No.173/W dt.03.01-2026 Govt. of Odisha)
  1. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under :-
    - i) **where the bid price is below 0% but not below 10% of the project cost put to bid,** no additional performance guarantee / security percentage is required.
    - ii) **where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance guarantee / security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid

price;

iii) **where the bid price is 20% or more below of the project cost put to bid,** the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

iv) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

v) The additional performance security shall be treated as part of the performance security.

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

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal / contractual provision stands modified with effect from the date of issue of this O.M.

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

The applicable Additional Performance Security (APS) shall have to be furnished by the successful Bidder **in shape of NSC / Post office Saving Bank Account / Post office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of the Divisional officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch** pledged in favour of **Superintending Engineer, Main Dam Division, Burla (vide Govt. of Odisha Works Department file No.07554600032022/1499 dtd.01.02.2023)** within seven days of issue of letter of Acceptance (LOA) by the **Superintending Engineer, Main Dam Division, Burla** (by e- mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further proceeding for blacklisting shall be initiated against the bidder (vide Office Memorandum no-14459/W Dtd-20-09-2018 of Works Department, Govt. of Odisha)

10. Detailed information as contained in the D.T.C.N. shall have to be strictly adhered to while Submitting the tender papers.
11. Engineer contractor who wants to avail EMD exemption shall have to furnish scan copy of affidavit along with tender in online to the effect that he/she has not yet availed the facility for more than 03 (three ) work during the current financial year. The name of the work for which and the authority to whom the tenders have been submitted must be mentioned in the affidavit and he/she should produce his original registration certificate at the time of opening of tender failing which the tender will be liable for rejection.
12. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No.27748 dated 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors. (Vide Office Memorandum No.07764600022025/632/W dt.09.01.2026 of Works Department, Govt. of Odisha).
13. The SC / ST bidders willing to avail the benefits allowed by Government to SC/ST candidates must furnish the ATTESTED COPY OF CASTE CERTIFICATE AND AFFIDAVIT at the time of submission of tender documents.
14. Any tenderer desirous to avail any facility as per certain circular/order of Government have to apply for the same in writing and has to furnish scanned copy the application with the copy of circular along with the tender paper in the portal failing which request at later stage will not be considered.
15. Other details can be seen in the bid documents.
16. This notice is to be read with all the Clauses / addendum to the "Procedure to participate in online bidding".
17. If any of the intending bidders wish to withdraw from participation in the bid, he/she can freely **withdraw** from the participation before scheduled date and time of closure, failing which withdrawal at letter stage will invite action as deemed fit as per relevant codal practice will be taken against him/her.
18. Any corrigendum / Addendum will be displayed in the website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) only.
19. If the office happens to be closed on the opening day due to subsequent declaration as holiday in Govt. or local authority the tenders will be opened on the immediate next working day at same time and venue respectively.
20. The successful lowest bidder shall have to produce the original documents along with original affidavit for verification in support of scanned copies and statements uploaded in the portal within 07 days from the

date of receipt of letter of acceptance (LOA) of the bid.

21. **List of machineries**

The intending participants must possess or must submit a deed to procure on hire/lease the list of plants/equipments required for the work as specified in the bid document.

22. Conditional tender will be summarily rejected. The Department reserves the right to reject any or all bids without assigning any reason thereof.

23. Government of Odisha has introduced e-payment gateway in to the portal for payment gateway is mentioned in the “ **Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper on submission of bids**”.

24. Original documents should be retained by the bidder and will submit the same whenever required.

25. **The bidders should mention his/her details address with Phone number and mail id in the sheet separate for communication regarding the tender.**

**Government of Odisha has mandated online registration of all categories of Contractors in CDMS Portal ([www.cdmsodisha.gov.in](http://www.cdmsodisha.gov.in)) vide O.M.No.12934 dtd.23.08.2018 of Works Department as per the codal provision vide clause No.12.4 of Appendix IX(A) of OPWD Code vol.(ii) all classes of contractors are requested to register themselves in CDMS Portal. Tender Inviting Authority will not accept any tender if contractors shall not be registered under CDMS Portal and their tenders will be rejected.**

26. All revised Rules, Regulation, Government Circular will be abide as per OPWD Code.

27. Before releasing the work order after finalization of tender it will be ensured that the contractor shall have provident fund code number, if applicable & also the contractor will ensure compliance of the EPF & MP Act, 1952 by the sub-contractors, if any engaged by the contractor for the said work.

28. As per District Magistrate & Collector, Sambalpur letter No.470/OL/M/Rev. dtd.09.06.2023, Govt. in Revenue & DM Department have instructed for realization of additional charge along with EMF & DMF in addition to royalty from the work bill of the executants, who fail to produce transit pass and money receipts in support of payment of Royalty.

DMF @ 10% of (Royalty) & EMF @ 5% of (Royalty ) + Addl. charge (Subject to change as per prevailing orders)

Sd/-  
Superintending Engineer,  
Main Dam Division, Burla

# Instruction to Bidders for e-procurement

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

## **A. GENERAL**

### **1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:**

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Superintending Engineer who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 1.3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Superintending Engineer/Superintending Engineer may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.4. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6. **As per Works Department, Government of Odisha, Office Memorandum No. No. 07554600032022- 1499/ dated 01.02.2023, Bid Security/ Earnest Money Deposit (EMD) has to be deposited in shape of NSC / Post office Saving Bank Account / Post office Time Deposit Account Kisan Vikas Patra / Bank Guarantee in favour of the Divisional officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch pledged in favour of Superintending Engineer, Main Dam Division, Burla**
- 1.7. In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, Valid GST clearance certificate, PAN Card, & necessary Affidavit etc, at the time of purchase of tender documents but will be required for verification purpose in the later stage. But Furnishing/uploading copy of such documents are mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The 1st lowest Bidder is required to attend the officer inviting the bid for verification of original documents **within 7 days of the finalization tender.**
- 1.8. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending

to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a one time activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class( Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc.

1.8.1.To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

1.8.2.The tender documents uploaded by the Tender Inviting Officer in the website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.

1.9. **As per Works Department, Government of Odisha, Office Memorandum No. No. 07554600032022- 1499/ dated 01.02.2023, Bid Security/ Earnest Money Deposit (EMD) has to be deposited in shape of NSC / Post office Saving Bank Account / Post office Time Deposit Account Kisan Vikas Patra / Bank Guarantee in favour of the Divisional officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch pledged in favour of Superintending Engineer, Main Dam Division, Burla**

1.9.1. If the software application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.

1.10. The bidder intending to participate in the bid on-line shall **submit tender paper cost through e-procurement portal.**

1.11. DELETED.

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

1.13. 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.

## **2. ELIGIBLE BIDDERS:**

2.1. This Bid is open to all Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.

2.2. All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the

Contract. A firm that has been engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.

- 2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Under Secretary and above in the State Government of Orissa in the concerned Department, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid a certificate.
- 2.4. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
- 2.5. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Orissa is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Orissa in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Orissa as aforesaid before submission of the tender for engagement in the contractor's service.

### **3. QUALIFICATION CRITERIA:**

- 3.1. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document listed under clause 3.2 in prescribed format wherever warranted in support of qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal on demand by the Employer prior to award of contract, failing which bids will be cancelled.
- 3.2. The bid shall include following information and documents.
  - a. Scanned Copy of valid contractor's registration certificate, PAN card, GST clearance certificate & an affidavit towards correctness of his documents should accompany the technical bid & Labour Licence after award of the work.
  - b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory if any.
  - c. Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents. Schedule-C
  - d. In case the contractor executing several works he is required to furnish a time schedule as per Annexure-IV of Schedule - C for movement of equipment/machinery from different site to this work site when work is to be executed.
  - e. The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work as per Annexure-C.
  - f. The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/lease deed and duration of such contract.
  - g. The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license for executing the water supply/sanitary engineering works/electrical installation works/mechanical works/ building electrification works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Contract data in any one year.

### **3.3. DELETED**

#### **3.3.1 ADDITIONAL INFORMATION REQUIRED.**

- a. DELETED
- b. Undertaking that the bidder will be able to invest minimum cash up to 20% of contract value of work, during implementation of work. (Format Annexure II section –2)
- c. Authority to seek references from the bidder's bankers. (Annexure-III, section-2)
- d. DELETED
- e. Information regarding any litigation, current or during the last five years in which the bidder is involved, the parties concerned, and disputed amount. Declaration from each individual Board of Director requires to be furnished. (Proforma – 1.7, section-2)
- f. The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- g. Qualification and experience of key personnel proposed to be deployed ( 1.4 of Section.2)

DELETED

Note:-

*[The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge, not below the rank of an Superintending Engineer or equivalent.]*

3.4 The Bidders are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. been black listed/suspended by the competent authority.

#### 4. ONE BID PER BIDDER:

- 4.1. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

#### 5. COST OF BIDDING:

- 5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
- 5.2 All the rates and prices in the bid shall cover all local taxes, viz., ferry, tollage charges and royalties and any other charges excluding GST
- 5.3 The rate of royalties and GST prevailing on the date of measurement shall be considered while making deductions in the bills.
- 5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

#### 6. SITE VISIT:

- 6.1. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances

which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

- 6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

## **B. BIDDING DOCUMENTS**

### **7. GENERAL INSTRUCTIONS:**

- 7.1 The description of the work is as mentioned under Invitation for Bid.
- 7.2 The bids uploaded by the Tender Inviting Officer shall consist of general arrangements drawings or typical sections of the project. Bidder may down load these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders. The bidder is required to down load all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to up-load the drawings other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

### **8. CLARIFICATION OF BIDDING DOCUMENTS:**

- 8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours everyday except on Sundays & Public Holidays till last date of submission of tender paper.
- 8.2. **No paper copy of the bid shall be sold.**
- 8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid **documents**. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.
- 8.4. **The bidder can seek clarification on the bids** which he received earlier than 07 days prior to the

deadline for submission of bids. The Employer's response will be forwarded through the e-mail ID of the enquirer.

#### **8.5. PRE-BID MEETING: DELETED**

#### **9. AMENDMENT OF BIDDING DOCUMENTS:**

- 9.1. Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) / notice board and through paper publication.
- 9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

### **C. PREPARATION OF BIDS**

#### **10. LANGUAGE OF THE BID:**

- 10.1. All documents relating to the Bid shall be in the English / Hindi / Oriya language. Bids submitted in any other language shall be summarily rejected.

#### **11. DOCUMENTS COMPRISING THE BID:**

- 11.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.

- 11.1.1. All the
- (i) Invitation for Bids (IFB)
  - (ii) Instructions to bidders(ITB)
  - (iii) Conditions of Contract
  - (iv) Contract Data
  - (v) Specifications
  - (vi) Drawings

volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.

- A. **Cost of “Bid document” & “Bid Security”** shall comprise

- (i) Cost of Bid Document through e-procurement portal  
**As per Works Department, Government of Odisha, Office Memorandum No. No. 07554600032022- 1499/w dated.01.02.2023**

- B. **“Technical Bid”** shall comprise.

- (i) Declaration under the Official Secret Act, 1923, in shape of legal affidavit.
- (ii) Qualification Information and supporting documents,
- (ii) Certificates, undertakings, affidavits,

- C. **“Financial Bid”** shall comprise.

- (i) Priced Bill of Quantities

#### **12. PROPOSAL BY THE BIDDER:**

- 12.1. **In the E-Procurement Portal**, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.

**12.2. DELETED**

**12.3.** In case of **percentage** tender, the bidder will only fill in the designated cell and activate “less” or “excess” to indicate how much his price offer is excess or less than the estimated amount.

12.4. The **bidder** shall bid for the whole works as described in the Bill of Quantities.

12.5. Bidders **shall** submit offers that fully comply with the requirements of the bidding documents, including the Conditions **of** Contract basic technical design as indicated in the drawing and specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.

12.6. All duties, taxes, and other levies payable by the contractor under the contract, or for any other **cause** shall be included in the rates, prices submitted by the bidder but excluding GST. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.

**12.7.** In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be **considered** as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12.8. **DELETED**

12.9. **DELETED**

12.10. **DELETED**

12.11. **DELETED**

12.12. **DELETED**

12.13. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a **Provisional** Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.

12.14. The **contractor shall** conform in all respects, by giving all notices and paying all fees, with the provisions of:

- (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
- (ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

12.15. FOR **COMPOSITE** BIDS: **DELETED**

**13. CURRENCIES OF BID AND PAYMENT:**

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

**14. VALIDITY:**

**14.1.** Bids shall remain valid for a period of **90 days** after the deadline date for submission of bid as specified in the notice inviting the bid. A bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.

14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request

without any risk of forfeiture of his bid security.

- 14.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

## **15. BID SECURITY:**

- 15.1. As per Works Department, Government of Odisha, Office Memorandum No. No. 07554600032022- 1499/ W dated 01.02.2023, Bid Security/ Earnest Money Deposit (EMD) has to be deposited in shape of NSC / Post office Saving Bank Account / Post office Time Deposit Account Kisan Vikas Patra / Bank Guarantee in favour of the Divisional officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch pledged in favour of Superintending Engineer, Main Dam Division, Burla
- 15.2 DELETED
- 15.3 Combined bid security for more than one work is not acceptable.
- 15.4 Contractors have to submit **“Bid Security”** as per Works Department, Government of Odisha, Office Memorandum No. No. 07554600032022- 1499/ W dated 01.02.2023
- 15.5 DELETED
- 15.6 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any.
- 15.7 The Bid Security may be forfeited
- a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
  - b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid
  - c. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 3.1,
  - d. In the case of a successful bidder, if the bidder fails within the specified time limit to
    - (i) Sign the Agreement; or
    - (ii) Furnish the required Performance Security including additional performance security if any.

## **16 FORMAT AND SIGNING OF BID:**

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

16.2 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.

16.3 The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder

makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

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

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

16.3.3 The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

#### **D. SUBMISSION OF BIDS**

#### **17 SECURITY OF BID SUBMISSION:**

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

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

#### **18 DEAD LINE FOR SUBMISSION OF THE BIDS :**

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

18.1 The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### **19 LATE BIDS :**

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

#### **20 MODIFICATION AND WITHDRAWAL OF BIDS :**

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

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

## **E. OPENING AND EVALUATION**

### **21 OPENING OF THE BID:**

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

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

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

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

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

21.4 During bid opening, the covers containing original demand draft towards Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with clause 15 shall be checked and announced. The list of bidders who have submitted the original copy of the cost of Bid and Bid Security shall be prepared and announced.

21.4.1 Combined bid security for more than one work is not acceptable. If the bid security furnished does not conform to the amount and validity period as specified in clause 15 and has not been furnished in the form specified in Clause 15, the bid will be declared non-responsive and rejected.

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

21.5.1 The Opening Officers will check that the bidders have submitted their cost of Bid through e-procurement portal and Bid Declaration form systematically if found in order, they will continue Opening of all other documents in the system provide under technical bid.

21.5.1 Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished in Part - I pursuant to Clause 3.

21.5.2 deleted

21.5.3 deleted

21.6 The financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids

for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.

21.6.1 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.

21.6.2 The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.

21.6.3 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.

21.6.4 At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.

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

21.6.6 Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.

21.6.7 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

21.6.8 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from any where.

## **22 PROCESS TO BE CONFIDENTIAL:**

**22.1 Information** relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.

## **23 CLARIFICATION OF BIDS:**

23.1 To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.

23.2 Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

## **24 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

## **25 EVALUATION OF BIDS: DELETED**

### **F. AWARD OF CONTRACT**

## **26 AWARD CRITERIA:**

**26.1** The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.

**26.2** On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.

**26.3** Competent Authority on behalf of Governor of Orissa reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

**26.4** The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

**27 OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS :**

27.1 In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalised with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from disincentivising the bidder.

27.2 The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

**28 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS :**

28.1 The competent authority on behalf of the Governor of Orissa does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.

28.2 All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

**29 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

**29.1** In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

**29.2** The bidder shall within 7 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

**29.2.1** 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 & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.
- b. Standard Bid Document P.W.D. Form **F2**

**29.3** The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.

**29.4** On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component **of the work** on behalf of the Governor of Orissa, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

**29.5** Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.

**30 CORRUPT OR FRAUDULENT PRACTICES:**

**30.1** The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question.

He will report to the Officer Inviting Bid / next higher authority.

**30.2** Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

**B.G – i ( Works Dept. Memo No.7885 dt.23.07.2013 vide DTCN Clause No.6 may be followed)**

**B.G. –ii (Works Dept.Memo No.12366 dt.08.11.2013 vide DTCN Clause No.119 may be followed)**

**SECTION 2**  
**(TECHNICAL SPECIFICATION)**

## DETAILED TENDER CALL NOTICE

### FOR ROAD AND BRIDGE WORKS.

Sealed **Percentage rate** bids are invited in **single cover system** from contractors registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work specified in DTCN.

1. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & conditions of contract and other necessary Documents can be seen in the website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in).
2. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the state are required to furnish 2% of the amount put to tender as Bid security.
3. **The Bid documents will be available in the [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in), as specified in DTCN.**
4. The Bidder must possess compatible Digital Signature Certificate (DSC) of Class II or Class-III.
5. Bids **shall** be received only **"on line"** and opened in the office of **Superintending Engineer, Main Dam Division, Burla** in the presence of bidders who wish to attend as per the schedule date & time specified in procurement details of DTCN. The Bidders who will be participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of receipt and on date of opening of Bids as specified, the bids will be received and opened on the next working day at the same time and venue maintaining the same time gap between receipt and opening.
6. **PAYMENT OF EMD/BID SECURITY : (vide office memorandum no-07554600032022-(pt)-1499/w Dtd-01.02.2023 of Works Department, Govt. Of Odisha.**

**6.1 The Bidder shall furnish, cost of tender paper through e-procurement portal.**

**6.2 As per Works Department, Government of Odisha, Office Memorandum No. No. 07554600032022(Pt.)- 1499/ dated 01.02.2023, Bid Security/ Earnest Money Deposit (EMD) has to be deposited**

**6.3 DELETED**

**6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 7 days after finalization of tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority.**

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

**6.6 SUBMISSION OF BID :**

6.6.1 The bidder shall carefully go through the tender and prepare the required documents. The bidder shall upload the **scanned copy of registration certificate. PAN and GST certificate**. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

6.6.2 Bidders are to submit only the original BOQ (in xls format) uploaded by the 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.

6.6.3 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.

6.6.4 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 items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

6.6.5 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.

6.6.5(a) Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher / opener before the due date and time of opening.

6.6.5(b) 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.

6.6.5(c) The Bidder should ensure clarity / legibility of the document uploaded by him to the portal.

6.6.5(d) The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

6.6.5(e) The bidder should check the system generated confirmation statement on the status of the submission.

6.6.5(f) The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

- 6.6.5(g) The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 6.6.5(h) The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 6.6.5(i) 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.
- 6.7 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 EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
- 7. As per Works Department, Government of Odisha, Office Memorandum No. No. 07554600032022(Pt.)- 1499/ w dated 01.02.2023, Bid Security/ Earnest Money Deposit (EMD) has to be deposited**
- 7.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 7.2 The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time
- 8. RESUBMISSION AND WITHDRAWAL OF BIDS :**
- 8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 8.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 9. OPENING OF THE BID :**
- 9.1 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.
- 9.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 9.3 The bidders & guest users can view the summary 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.
- 9.4 In the even 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.
- 9.5 Combined bid security for more than one work is not acceptable.
- 9.6 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.
- 9.7 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.

7. The EMD amount @ 1% (One percent) of the estimated cost put to tender as specified in DTCN. Bidders desirous to higher machineries or equipments from out side the state or owned but deployed outside the state are required to furnish additional one (1) percent EMD / Bid Security. Tenders not accompanied with E.M.D. as specified above will not be considered .No adjustment of E.M.D. from one work to another will be entertained.

8. The intending bidders are required to produce documents viz original Registration, valid G.S.T. Certificate, PAN card whenever required otherwise his/ her bid shall be declared as non responsive and thus liable for rejection.

9. The work is to be completed in all respects within **the scheduled period specified in DTCN**. Tenderers whose tender is accepted must submit a work programme at the time of execution of Agreement.

10. All **tenders** received will remain **valid** for a period of **90 (Ninety)** days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.

11. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has **abandoned** any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing** of the information in **Schedule – E** and required affidavit in **Schedule – F**, the bid document may be **summarily rejected**.

**12. 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 the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages

resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

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

14. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.

15. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively 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.

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

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

18. No tenderer will be permitted to furnish their tender in their own manuscript papers. All informations should be submitted in English. The applicants name should appear on each page of the application along with his signature or the signature of his realized representative at the bottom of each page.

19. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.

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

**In case of percentage rate tender,;-**

- (i) The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
- (ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer, written on the envelope.
- (iii) Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.
  - (a) If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct
  - (b) If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.
- (c) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
- (d) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
- (e) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
- (f) The Contractor will write percentage excess/ less upto one decimal point only. If he writes the percentage excess / less upto two or more decimal points, the first decimal point shall only be considered without rounding off.
- (g) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
- (iv). In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- (vi). The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.
- (vii). Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill

21. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers can not be entertained.

22. The drawing if any furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.

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

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

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

26. Additional Performance security (APS) as per Works Department OM No.173/W dt.03.01-2026 Govt. of Odisha)

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

i) **where the bid price is below 0% but not below 10% of the project cost put to bid**, no additional performance guarantee / security percentage is required.

ii) **where the bid price is below 10% but not below 20% of the project cost put to bid**, the additional performance guarantee / security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

iii) **where the bid price is 20% or more below of the project cost put to bid**, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

iv) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

v) The additional performance security shall be treated as part of the performance security.

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

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal / contractual provision stands modified with effect from the date of issue of this O.M.

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

The applicable Additional Performance Security (APS) shall have to be furnished by the successful Bidders **in shape of NSC / Post office Saving Bank Account / Post office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of the Divisional officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch** pledged in favour of **Superintending Engineer, Main Dam Division, Burla (vide Govt. of Odisha Works Department file No.0755460032022-1499/w dtd.01.02.2023)** in favour of the **Superintending Engineer, Main Dam Division, Burla** within seven days of issue of letter of Acceptance (LOA) by the **Superintending Engineer, Main Dam Division, Burla** (by e- mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further proceeding for blacklisting shall be initiated against the bidder (vide Office Memorandum no-14459/W Dtd-20-09-2018 of Works Department, Govt. of Odisha)

27. 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.

28. 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.

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

30. The authority reserves the right to reject any or all the tenders received without assigning any reasons thereof.

31. The earnest money will be retained and dealt with as per the terms and conditions of the O. P. W. D. code.

32. The bidder / tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per Clause 29 of DTCN in form of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the **Superintending Engineer, Main Dam Division, Burla** and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments/machineries from out side the State if any) and sign the agreement in the **PWD Form P1** for the fulfillment of the contract in the office of the **Superintending Engineer, Main Dam Division, Burla** as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

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.

05. 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 P1 with latest amendments.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)**. No **contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The performance security will be refunded after **One Year** of completion of the work and payment of the final bill and will not carry any interest.

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

33. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.

34. 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.

35. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.

36. 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 Superintending Engineer is final and binding on the contractor.

37. 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 tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
- b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
- c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
- d. Fees and duties levied by the municipal, canal or water supply authorities.
- e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
- f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.

g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.

h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.

38. After the work is realized, 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.

39. 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.

40. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.

41. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.

42. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the Engineer-in-Chief (Civil) during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that the tenders must be received in order and according to the instructions.

43. Tenderers are required to go through each clause of P.W.D. Form P1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of PWD Form P1 with latest amendments shall supercede the condition of DTCN.

44. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MoSRT & H, Govt. of India. 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 Bridge & Road works.

45. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.

46. 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.

47. Concrete should be machine mixed unless otherwise ordered in writing by the Superintending Engineer. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.

48. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.

49. 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.

50. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
51. 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.
52. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per Clause of P1 agreement.
53. 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.
54. All the materials which are to be supplied from P. W. D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After the issue from the P. W. D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
55. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sorts of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
56. 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.
57. 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.
58. 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.
59. 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.
60. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically realized in filling.
61. The stack of road metal and gravel will be measured in boxes of 1.5m × 1.5 M × 0.5M which will be taken as  $1.5m \times 1.5M \times 0.44M = 1 \text{ Cum}$ . The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
62. 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.
63. 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.
64. Sinking of wells shall be measured as per MOSRT&H, Specification for Road & Bridge work (latest revision).
65. 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 desilting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
66. 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.
67. 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.

68. 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.
69. 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.
70. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
71. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
72. 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.
73. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
74. 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.
75. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
- b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Hirakud. Test should be carried out in accordance with the stipulation in Bridges code section-III.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
- e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
76. The thickness of cement concrete in top plugging should be as per Departmental drawing.
77. 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.
78. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
79. 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 MoSRT&H for Road and Bridge works (Latest Revision).
80. No claim for carriage of water what-so-ever will be entertained.
81. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
82. 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.
83. Orissa Construction Corporation Ltd. Will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
84. **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 33realized33d subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
85. 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.
  86. Prevailing rate of G.S.T. on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.
  87. 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 realized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
  88. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
  89. 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.
  90. **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 Superintending Engineer.
  91. **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.
  92. 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.
  93. 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.
  94. 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 signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
  95. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
  96. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his realized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in-charge every month.
  97. The tenderer should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.

98. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
99. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the P-1 Contract.
100. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa Detailed Standard Specification, Orissa P.W.D. Code, Bridge code and MoSRT&H specifications with latest revision / amendment are also binding on the part of the contractor.
101. No part of the contract shall be sublet without written permission of the concerned Superintending Engineer or transfer be made by power of Attorney 34ealized34d34 others to receive payment on the contractor's behalf.
102. 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.
103. 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.
104. 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.
105. 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.
106. 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.
107. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly Authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10<sup>th</sup> and 16<sup>th</sup> days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work are liable to be summararily rejected. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
108. Number of tests as specified in I.R.C./ MoSRT&H / I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
109. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC / MoSRT & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.  
An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.  
After completion of the road in all respects the road furnitures should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
111. **Condition for issue of plant & machinery to contractor on hire :-** Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.  
An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill.  
All transit and incidental charges in connection with the 34realized of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.

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

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

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

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

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

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choudidar for guarding the plant and machinery at site.

If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

**FORM OF AGREEMENT –** The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorized agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

#### **AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.**

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

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

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

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

(a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at **Burla.**

(b) The rate of higher charges will be as mentioned in the schedule attached.

I The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part thereof without the previous written approval of the Engineer-in-charge

- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop / store at **Burla** in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.
- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government, the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly 36ealized36d by him to exercise powers on his behalf.

#### THE SCHEDULE

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

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by :

a. 2.

Signed sealed and delivered in the presence of

1. 2.

112. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
113. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
  - (a) Making a false statement or declaration.
  - (b) Past record of poor performance.
  - (c) Past record of abandoning the work half way/ recession of contract.
  - (d) Past record of in-ordinate delay in completion of the work.
  - (e) Past history of litigation.
114. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
115. In case the 1<sup>st</sup> lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby

facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.

116. ADDENDUM TO THE CONDITION OF P1 CONTRACT

**Clause-2 (a) of P1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 :-**

**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. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to **Clause no. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete,  $\frac{1}{4}$ <sup>th</sup> 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,  $\frac{3}{4}$ <sup>th</sup> of the whole of the work before  $\frac{3}{4}$ <sup>th</sup> of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over due Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

**2.2. Extension of the Completion Date.**

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15<sup>th</sup> day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
  - b. Force majeure, or
  - c. Abnormally bad weather, or
  - d. Serious loss or damage by fire, or
  - e. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
  - f. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
  - g. 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

- h. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.
- 2.3. Compensation for Delay.**
- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as

agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

**2.4. deleted**

2.4.1 deleted

**2.5. Management Meetings.**

- 2.5.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedures.
- 2.5.2. 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 P1 Agreement :- Rescission of Contract (Amendment as per letter No.10639 dt27.05.2005 of Works Department, Orissa ):-**

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

- 117. 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) Misbehavior / threatening of Departmental & supervisory officers during execution of work/ tendering process.
  - b) Involvement in any sort of tender fixing.
  - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.

- d) Persistent and intentional violation of important conditions of contract.
  - e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
  - f) Submission of false/ fabricated / forged documents for consideration of a tender.
- 121(i) Cess @1% of the agreement cost shall be deducted from contractor bill as per circular of Govt. of Orissa labour & Employment Department vide letter no.3557 dt 25.04.2009.

118. **ELIGIBILITY CRITERIA:** The applicants shall furnish all documents **through e-procurement portal**.
- a. Scanned copy of valid Registration Certificate, Valid G.S.T. clearance certificate, PAN card along with the tender documents Affidavit of documents should be **uploaded in portal**.
  - b. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **Schedule “E” and in the form of affidavit as per Schedule “F”**
119. **The Agency must provide his/her e-mail id and mobile number.**

**120. Letter No.12366 dt. 08.11.2013 of Works Department Odisha**

- i) Amendment to Para -3.4.15 (a) of OPWD Code, Vol-I by substitution (Annexure-I)

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

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

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

- iii) Amendment to Appendix-IX Clause-36 of OPWD Code, Vol-II by inclusion (Annexure-III)

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

- iv) Additional Performance security (APS) as per Works Department OM No.173/W dt.03.01-2026 Govt. of Odisha)

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

- i) **where the bid price is below 0% but not below 10% of the project cost put to bid,** no additional performance guarantee / security percentage is required.
- ii) **where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance guarantee / security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- iii) **where the bid price is 20% or more below of the project cost put to bid,** the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
- iv) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- v) The additional performance security shall be treated as part of the performance security.
- vi) Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and

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

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal / contractual provision stands modified with effect from the date of issue of this O.M.

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

The applicable Additional Performance Security (APS) shall have to be furnished by the successful Bidders in shape of NSC / Post office Saving Bank Account / Post office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of the Divisional officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch pledged in favour of Superintending Engineer, Main Dam Division, Burla (vide Govt. of Odisha Works Department file No. 07554600032022-1499/w dtd. 01.02.2023) in favour of the Superintending Engineer, Main Dam Division, Burla within seven days of issue of letter of Acceptance (LOA) by the Superintending Engineer, Main Dam Division, Burla (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further proceeding for blacklisting shall be initiated against the bidder (vide Office Memorandum no-14459/W Dtd-20-09-2018 of Works Department, Govt. of Odisha)

(B) Amendment to Para-3.5.5 (V) Note-III of OPWD Code, Vol-I by modification

Note-III - For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Superintending Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE, CE & the Administrative Department. The incentive for timely completion should be on a graduated scale of one percent to five percent of the contract value – Assessment of incentives may be worked out for earlier completion of work in all respect in the following scales.

|                                     |                          |
|-------------------------------------|--------------------------|
| Before 30% of contract period       | = 10% of Contract value  |
| Before 20 to 30% of contract period | = 7.5% of Contract value |
| Before 10 to 20% of contract period | = 5% of Contract value   |
| Before 5 to 10% of contract period  | = 2.5% of Contract value |
| Before 5% of contract period        | = 1% of Contract value   |

v) Amendment to Para-3.2.8 (V) Note-II of OPWD Code, Vol-I by inclusion (Annexure-V)

Note-II- In case of tender accepted below schedule of rate the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.

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

Bills – Clause -21- For works above values Rs.5.00 lakh in civil works and work value above Rs.1.00 lakh in electrical/PH works the J.E.s & A.E.s will be required to submit bill for each on going work on 20<sup>th</sup> or next working day of every month to the concerned EE. The E.E. on receipt of the bill will take steps for payment of

the same by 30<sup>th</sup> or the next working day during the month. The E.E. in charge of the Division will furnish a certificate to the Chief Engineer with copy to the concerned S.E that the bills for all on going months have been paid failing action will be initiated against the erring officer.

vii) Amendment to Para-3.5.18 Note-VIII of OPWD Code, Vol-I (Annexure-VII)

Note-VIII- Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

**Total :- 120 (One hundred Twenty ) clauses only.**

**Superintending Engineer  
Main Dam Division, Burla**

**Schedule-A**

**CERTIFICATE OF NO RELATIONSHIP**

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

(\*) – Strike out which is not applicable

Signature of the Tenderer  
Date:-

## SCHEDULE-B

### CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER/ DIPLOMA HOLDERS ( for special class / A class contractors only )

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

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

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

Signature of the tenderer.

Date :-

**Schedule - C**

**Plant and equipment proposed to be employed by the applicant for use on the work**

| Sl<br>no | Name of<br>Equipment | Equipment in hand |                      |                     | Equipment to be procured |          |                      | Documentary<br>Evidence | <u>Remark</u> |
|----------|----------------------|-------------------|----------------------|---------------------|--------------------------|----------|----------------------|-------------------------|---------------|
|          |                      | No                | Present<br>condition | Present<br>location | No                       | Capacity | Method to<br>procure |                         |               |
| 1        | 2                    | 3                 | 4                    | 5                   | 6                        | 7        | 8                    | 9                       | 10            |
|          |                      |                   |                      |                     |                          |          |                      |                         |               |

**NOTE. If leased indicate the date when the current lease expires**

**Signature**

Schedule-D1  
Working experience

**D-1 List of projects executed that are similar in nature to the work**

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

**NOTE: This page is to be certified by the Engineer-in-Charge/ Employer**

Signature

**Schedule -D2**

**Working experience**

D-2 List of on going projects similar in Nature to the Work

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

NOTE:- This page is to be certified by the Engineer-in charge / Employer.

**Signature**

**SECHEDULE-“E”**  
**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR**  
**ABANDONMENT OF WORK BY THE TENDERER**

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

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

Signature

**SCHEDULE - F**  
**FORMAT OF AFFIDAVIT**

**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.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the Bid.

(Signature of Tenderer)

E-mail id \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Aadhar No. \_\_\_\_\_

Title of Officer  
Name of Firm