GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

TENDER DOCUMENT

(TECHNICAL BID)
(COVER-I)

FOR THE WORK

Forest Diversion Proposal & Obtaining Stage-I & Stage-II clearance from MoEF & CC, GoI for forest land proposed for Diverson for Lower Vansadhara (Stage-I) Irrigation Project in Rayagada District of Odisha.

ADDITIONAL CHIEF ENGINEER
SOUTHERN INVESTIGATION CIRCLE,
BERHAMPUR

CONTENTS

SECTION–1

NOTICE INVITING TENDER (N.I.T.)

&

DETAILED TENDER CALL NOTICE

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE ADDITIONAL CHIEF ENGINEER
SOUTHERN INVESTIGATION CIRCLE, BERHMPUR, ODISHA

email :wrsesinvbam@rediffmail.com

Government of Odisha "e" PROCUREMENT NOTICE
Bid Identification No. ACESICB- 02 /2026-27.

The Additional Chief Engineer, Southern Investigation Circle, Berhampur on behalf of Governor of Odisha invites on-line percentage rate tenders in double cover system through e-procurement for execution of the works noted below. The bid should be submitted by eligible bidder **e**mpanelled with ORSAC under DGPS Survey and have successfully executed the Forest Diversion job to be eventually drawn in P-1 form through On-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment (with own digital signature certificate). The registered bidders outside Odisha state can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the state government within a month of acceptance of bid. The bidders registered outside the state are required to submit an undertaking in the form of an affidavit, that they are not registered under the GST Act in the state of Odisha as they have not started any business in the state and they have no liabilities under the Act. But, the successful bidder registered out side the state has to produce GST Clearance Certificate in the form GST before signing of agreement.

SL No.	Bid Identification No.	Name of the work	Value of Work (Excluding GST)	EMD/Bid Security (Rs.) (On-line)	Cost of Bid Document (Rs.) (On-line)	Period of Completion
1	2	3	4	5	6	8
1	ACESICB-02 /2026-27	Forest Diversion Proposal & Obtaining Stage-I & Stage-II clearance from MoEF & CC, GoI for forest land proposed for Diverson for Lower Vansadhara (Stage-I) Irrigation Project in Rayagada District of Odisha.	Rs. 3,01,06,286/-	3,01,063.00	10,000/-	28 (Twenty Eight) Calendar Months including rainy season
2		Forest Diversion Proposal & Obtaining Stage-I & Stage-II clearance from MoEF & CC, GoI for forest land proposed for Diverson for Upper Vansadhara Irrigation Project in Rayagada District of Odisha.	Rs. 2,18,54,500/-	2,18,545.00	10,000/-	20(Twenty) Calendar Months including rainy season

2. **E.M.D.** & Cost of Tender Document required: The bidder shall transfer the EMD and the Cost of Bid Document On-line as mentioned for the specified work in Column 5&6 in the above table through a process as mentioned in DTCN.

3.	Mode of Submission of Tenders:	Tender should be submitted online in **www.tendersodisha.gov.in**
4.	Availability of Tender for Online Bidding :	**From 11.30 A.M. of Dt.10.08.2026 to Dt.28.08.2026 up to 5.00 P.M.**
5.	Date & Time for Opening of Technical Bid :	**Dt.29.08.2026 at 11.00 A.M. in the O/O the Additional Chief Engineer, Southern Investigation Circle, Berhampur.**

6. The bid must be accompanied with required **EMD/Bid Security and Cost of Tender Documents** specified for the work in Col. 5 and 6 of the table above through **ONLINE** mode only. The bidder shall transfer the required amount through electronic payment mode like Internet Banking/ NEFT/RTGS of designated banks (SBI/ICICI Bank/HDFC Bank) and their Aggregator Banks as per *Works Dept. Office Memorandum No. 17254 /W Dt.05.12.2017*. Only those bidders who successfully remit the EMD/Bid Security and cost of tender documents on submission of bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. The Tender Inviting Authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

7. EMD will be refunded to the unsuccessful bidder only after the work is awarded and contract signed with successful bidder.

8. Exemption of EMD is not allowed.

9. Bid document consisting of qualification, information and eligibility criteria of bidders and schedule of quantities along with rates of the works are available in web-site **www.tendersodisha.gov.in** and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of availability of tender online for bidding.

10. The bids for the works shall remain **valid for a period of 90 days** from the **last date of receipt of bids**. If any bidder / tenderer withdraws his bid / tender before the said period or makes any modification in the terms and conditions of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.

11. Additional Performance Security (As per Works Department OM No.173 dt.03.01.2026) shall be obtained from the bidder when the bid amount is less than estimated cost put to the tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security as per the following rate.
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 additional 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.

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

The Additional Performance Security (APS) shall be in shape of National Savings Certificate/Post Office Savings Bank Account/Post Office Time Deposit Account / Kishan Vikash Patra / Deposit Receipt of any Nationalized/ Scheduled Bank duly **pledged in favour of the Superintending Engineer, Koraput Investigation Division, Jeypore** within **seven days** of issue of Letter of Acceptance (LoA) by the Division Officer (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. If the APS is submitted in shape of Bank Guarantee by the bidder. then the validity of the Bank Guarantee should be for a minimum period equal to the period allowed for completion of the work plus extra three months. If the contract period of bidder gets extended due to any reason, bidder shall furnish the extended Bank Guarantee for such extension period.

12. The Technical Bid Document consisting of qualification information and eligibility criteria of bidders. and the Financial Bid consisting of the Bill of Quantities (BOQ) of works are available in web-site **https://tendersodisha.gov.in** . The bidder must upload scanned copies of valid Valid document indicating ORSAC Empanelment under DGPS survey Category Certificate, GST Registration Certificate, PAN card, No Relation Certificate, Affidavit about the authenticity of documents / credentials establishing minimum eligibility criteria etc. in **PDF** format otherwise the bid shall be declared as non-responsive & liable for rejection.
13. The Original documents along with a set of its Xerox Copies against the scanned copy of Affidavit, Valid document indicating ORSAC Empanelment under DGPS survey Category Certificate, GST, PAN and other requisite documents submitted through web-site should be produced in the **O/o the Additional Chief Engineer, Southern Investigation Circle, Berhampur for verification on demand after opening of the bid.**
14. Other details including details of Portal Registration, Submission of Bid, Resubmission and Withdrawal of Bid can be seen in the bidding document which is available in web-site **www.tendersodisha.gov.in**.
15. Any addendum / corrigendum /cancellation of above tender will be published in the web-site **www.tendersodisha.gov.in**. The system shall generate a mail to those bidders who have already uploaded their tenders and those bidders if they wish, can modify their tenders.
16. **The authority will not be held responsible for any technical problem/failure of network/ Malfunction or Interruption of server during the schedule dates of online bidding.**
17. The on-line 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 is found to be false/fabricated/bogus, his/her EMD/Bid Security shall stand forfeited and his/her registration in the portal shall be blocked and bidder is liable to be blacklisted.
18. The bidder should mention his/her valid **E-Mail Address/Phone No.** in the separate sheet for communication regarding the tender. The date of time of the lottery if required will be intimated to the qualified bidders through their valid **E-Mail Id/ Contact Number** provided in the tender website.
19. All the existing provision of OPWD Code with amendment from time to time will be applicable in deciding the tender. All correspondence regarding the tender process will be communicated by **valid E-mail address** provided in the tender website. All bidders are requested to check their E-mail from time to time regarding the tender. No claim whatsoever will be entertained for non-receipt of communication in hard copy.
20. Amendment to Para 3.5.18 of OPWD code vol-I & rule-29 of Appendix-IX of OPWD code Vol-II " The single tender received in 1st call shall be cancelled without opening of the bid & fresh tender will be invited " as per Office

Memorandum No. 16 dt. 01.01.2015 of Works Department Govt. of Odisha and as per " Works Department O.M. No. 16, dt. 01.01.2015 implies that single tender received in the first call shall be cancelled without opening of bid and in case when more than one tender have been received in the first call and only a single tender is found to be responsive, the same is also liable to be cancelled due to lack of competitive price bidding. (Vide lr. No. 4410 dt. 19.02.2018 of DOWR & Memo no. 4714 dt. 13.02.2018 of the E.I.C. , W.R., Bhubaneswar.

21. Agreement shall be drawn only after due verification of ISD & APS of the successful bidder. If any fake documents are detected , criminal proceedings will be initiated against the defaulting bidder and action will be initiated for black listing through the license issuing authority.
22. Imposition of penalty in EOT/Deviation in case of complete work will be as per the DOWR Lr. No.699 dt. 07.01.2021.
23. **Authority reserves the right to reject any or all the tenders without assigning any reasons thereof. No Tenderer can demand the cause of rejection of his offer.**
24. A bidder can submit only one bid for a particular work, submission of more than one bid by a bidder for a particular work will liable for rejection of all such bids.
25. **Joint Venture is not acceptable**.
26. Time is the essence of the Contract; the consultant shall endeavor to complete the contract within the contractual period by all means.However, under unforeseen circumstances for reasons not attributable to the contractor, Authority reserves the right to extend the contract period.
27. **Name and Address of the Officer Inviting Bids.**

Additional Chief Engineer,
Southern Investigation Circle, Berhampur, Odisha-760001,
email :wrsesinvbam@rediffmail.com

-Sd-
Additional Chief Engineer
Southern Investigation Circle, Berhampur

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE ADDITIONAL CHIEF ENGINEER
SOUTHERN INVESTIGATION CIRCLE, BERHAMPUR,GANJAM – 760001
Odisha
email :wrsesinvbam@rediffmail.com

DETAILED TENDER CALL NOTICE

1. The Additional Chief Engineer, Southern Investigation Circle, Berhampur on behalf of Governor of Odisha invites on-line percentage rate tenders for the work, ''**Forest Diversion Proposal & Obtaining Stage-I & Stage-II clearance from MoEF & CC, GoI for forest land proposed for Diverson for Lower Vansadhara (Stage-I) Irrigation Project in Rayagada District of Odisha**." through website in prescribed form to be eventually drawn on P1 Agreement Form from the eligible bidder **empanelled with ORSAC under DGPS Survey and have successfully executed the Forest Diversion job**. The registered bidders outside Odisha state can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the state government within a month of acceptance of bid. The bidders registered outside the state are required to submit an undertaking in the form of an affidavit, that they are not registered under the GST Act in the state of Odisha as they have not started any business in the state and they have no liabilities under the Act. But, the successful bidder registered out side the state has to produce GST Clearance Certificate in the form GST before signing of agreement.

2. The tender documents can be downloaded from the website identified as http://tendersodisha.gov.in from 10**.08.2026 at 11.30 A.M to 28.08.2026 upto 5.00 P.M**. The bidder for participation in online bidding will have to remit online Rs.10,000/-(Rupees ten thousand) only for each set. The Bid will be received through e-procurement portal from 10**.08.2026 at 11.30 A.M to 28.08.2026 upto 5.00 P.M**. Each set of bid document contains Technical Bid (Cover-I) and Price Bid (Cover-II) i.e. an intelligent bill of quantity in MS Excel format. The cover-I bid will be opened on **29.08.2026 at 11.00A.M in the O/o Additional Chief Engineer, Southern Investigation Circle, Berhampur** in presence of the tenderer or their authorized agents. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.

3. The value of the work tendered for is **Rs. 3,01,06,286.00**

4. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in excel format (or as specified in the portal) in appropriate place.

5. No tenderer will be permitted to furnish their tender in their own manuscript.

6. **EMD/ BID SECURITY DEPOSIT**

   1. (a) The bid must be accompanied with the EMD / Bid Security shall transfer **online** specified for the works in the table Col- 05 above as part of its bid through process as mentioned in the DTCN.
      (b) The bids without "EMD / Bid Security**"** will be summarily rejected.

   2. **The EMD will be forfeited in any of the following cases.**
      a) If the bidder withdraws the bid after bid opening during the period of bid validity.
      b) If the bidder does not accept the correction of the bid price.
      c) 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.
      d) If any of the statements, documents, certificate uploaded by the bidder through e- procurement portal, is found to be false / fabricated / bogus; the bidder will be black listed and his EMD / Bid Security forfeited.

7. For a particular work a bidder can submit only one tender paper. If a bidder submits more than one bid for a particular work through e-Procurement portal the system shall consider only the last bids submitted through portal.
8. The tender is to be submitted in two covers. Cover-I(Technical Bid) which is to contain in pdf form, copy of **(i) Valid document indicating ORSAC Empanelment under DGPS survey Category Certificate (ii) Valid and active GST Registration Certificate, (iii) Original affidavit regarding authenticity of documents, (iv) No relation certificate, (v) Valid & active PAN Card & (vi) Bid Security /EMD in online mode (vii)All other required documents along with the technical bid duly filled-in as per the relevant clauses of this DTCN & NIT and special conditions if any and Cover-II(Financial Bid)is to contain BoQ in (xls)** and any other special condition if any specifically mentioned by Officer Inviting Tender. During submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.
9. The bidder can seek clarification on the bids as per mentioned date to the deadline for submission of bid from the authority inviting tender (AIT) and **Superintending Engineer, Koraput Investigation Division, Jeypore.** The AIT's response will be forwarded through the e-mail ID of the enquirer.
10. 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 three years having the contracted work is in-complete prior to the date of the bid, shall be disqualified.
11. All charges towards quality control test will be borne by the contractor.
12. The work is to be completed in all respect within **28 (Twenty Eight) calendar months** from the date of issue of work order.
13. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and food stuff etc. In every case the materials must comply with the relevant specifications.

The tenderer will be deemed to have Satisfied himself, that the Rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may have been countered during its progress and to have quoted labour rates and materials, octroi and other duties, excluding GST but including cess, royalty, lead, lifts, de-lifts loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. Complaints at future date that the availability of materials, labour or any other factor have been misjudged cannot been entertained. It should be understood clearly that no claim whatsoever will be entertained after-wards on the plea of non-availability of proper quantity and quality of materials including food stuff or for any other.

14. Each tenderer must quote a definite percentage excess or less up to **two decimal** of the amount of work which will be included in the contract. Tenders containing indefinite terms such as estimated rates or schedules of rates will not be considered. During submission of Bids through the e- Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall fill percentage excess or less of the tender amount and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.
15. The bidder shall submit the documents in the designated locations of technical bid (Cover-I) and Financial bid (Cover-II). Submission of bid documents shall be effected by using DSC of appropriate class and thus

shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. Clarity of the document may be ensured by taking out a sample printing.

16. All royalties payable, Income taxes & Surcharges as applicable will be borne by the contractor as admissible. It is implied that the quoted rates are inclusive of such elements.
17. Labour Welfare Cess @ 1% will be deducted from the work bill of the contractor as per resolution No. 12653 dt.15.12.2008 of Labour & Employment Department, Government of ODISHA.
18. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
19. Conditional tenders will not be taken into consideration.
20. 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.
21. During submission of Bids through the e-Procurement Portal, it is allowed to modify the bid. 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. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation. During submission of Bids through the e-Procurement Portal, withdrawal of bid is allowed. The bidder must click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this, he must write a letter addressed to the Officer inviting the bid and upload the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.
22. On **no account** the contract work should be sublet to anybody without the prior approval of the competent authority of the Department. In such an event the contract may be rescinded with penalty as will be deemed proper as per decision of the competent authority.
23. The e-procurement portal system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.
24. All tenders received will remain valid for 90 days from the last date mentioned for receipt of tenders (online) and validity of tenders can also be extended if required without any monetary compensation.
25. **No Relation Certificate**

The contractor shall have to furnish certificate alongwith the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer and above in the State P.W.D. or Under Secretary and above in the Water Resources Department., If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss or damage resulting from such cancellation.

26. While determining the validity of tenders the following points shall be taken into consideration by the

authority empowered to accept tenders and his decision in the matter shall be final.

(a) Any special condition which does not find place in the tender notice and which are not acceptable.
(b) In definite conditions which will make it difficult for access to the financial implications.
(c) Tenders being incomplete in some important respects.
(d) Incomplete schedule of time for completion of the work.
(e) Failure to furnish the specified bid security.
(f) Tendered rates being unduly low and unworkable.
(g) Rates in different items of a tender being irrational.

27. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.

28. The tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender shall sign agreement in the P.W.D. **Form No. P1** for the fulfillment of the contract in the office of the **Superintending Engineer, Koraput Investigation Division, Jeypore** as directed. The security deposit and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be in-complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt. The security will be refunded one year after completion of the work and payment of the final bill and will not carry any interest.

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

The time and venue of the lottery shall be intimated to the respective bidders through their e-mail only. No other communication in this regard will be made.

30. The tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender make an Initial security deposit @ 2% of the accepted tender amount in shape of NSC /Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of **Superintending Engineer, Koraput Investigation Division, Jeypore** from any Nationalised / Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar /e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D./Initial Security Deposit/any other Security Deposit from the Contractor or Supplier and sign agreement in the P.W.D. form No.P1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the **Superintending Engineer, Koraput Investigation Division, Jeypore**, District–Koraput ,Odisha.

The security deposit of Initial Security money according to the provision of P1 agreement shall be retained as Security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt. The bids of the technically qualified bidders will be opened for evaluation of the price bid.

Additional Performance Security (As per Works Department OM No.173 dt.03.01.2026 & clarification vide Letter No.632 dt.09.01.2026) shall be obtained from the bidder when the bid amount is less than estimated cost put to the tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security as per the following rate.

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 additional 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.

31. The applicable Additional Performance Security (APS) shall have to be furnished by the successful bidder in shape of Term Deposit Receipt pledged in favour of **Superintending Engineer, Koraput Investigation Division, Jeypore** / Bank Guarantee in favour of the **Superintending Engineer, Koraput Investigation Division, Jeypore** from any Nationalised/ Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the **Superintending Engineer, Koraput Investigation Division, Jeypore** (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/WE dated.20.09.2018 of Works Department, Govt. of Odisha*).

The security will be refunded after one year on completion of the work in all respect provided the final bill is passed and will not carry any interest. Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref. works Deptt order No.17823/WE dt. 11.10.2006. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender.

32. 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 impose
33. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
34. The date of commencement of work shall be as notified in work order.
35. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
36. The authority reserves the right to make such increase or decrease in quantity of items of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work.All such increase or decrease shall in no way invalidate/vitiate the contract rates.The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.
37. The work may be splitted up and distributed among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.
38. That for the purpose of jurisdiction in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
39. Under section-12 of contract labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (labour license) to start the work.
40. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.
41. Contractor is required to abide by the fair wages clauses as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work.
42. In case of any complaint by the labourer about the non 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 at fault, Superintending Engineer may recover such amount due in any form from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the Superintending Engineer is final and binding on the contractor.
43. The contractor will have to submit the monthly return of labour both skilled and unskilled employed by him

on the work site **to the Superintending Engineer, Koraput Investigation Division, Jeypore**,.

44. The contractor should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.
45. Deduction of income tax at source and surcharge on income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time. (Present rate 2% + surcharge)
46. The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.
47. The rates quoted by the contractor in the tender for works shall exclusive of GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time.
48. Deduction of GST at source will be made from each running account bill for the work at the rate of 2% prescribed by Odisha Goods & Service Tax Act-2017 or amended from time to time.
49. 1 % (One percent) of the gross amount of the bill will be deducted from the contractor bill towards labour cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
50. Schedule of quantity accompanies the tender notice: It shall be definitely understood that the Government do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omissions, deductions, additions or alternations shall in no way invalidate/ vitiate the contract and no extra monetary compensation will be entertained.
51. An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid. The affidavit in original is to be produced before the officer inviting tender after opening of the tender positively.
52. The clause of printed form of **P_1 contract** with latest addition/ deletion/ corrections/ substitution etc. will also be binding.
53. **GENERAL INSTRUCTION TO CONTRACTORS as per DoWR letter No.20415 dt.14.09.2015**

(a) Any agency or contractor executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti , Chaiti Parab, Danda Nata or any such festivals which may effect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.

(b) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.

(C) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity, the contractor is not eligible for any extension of time. The contractor should plan the deployment of workforce and machinery , so as to complete the work as per schedule considering ordinary vagaries of nature.

(d) The contractor should take up the work with due diligence in the acquired land without waiting for acquisition of entire land. This should be completed in proportionally less period depending on the quantum of available work front.

(e) The Agency should plan his work programme and mobilize men and machineries considering the canal closure programme of a particular system or area. Khariff / Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely at the discretion of the Engineer-in- charge and can't be claimed as a matter of right.

(f) There will be always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the agency. Extension of time on this ground may not be considered by the Division officer.

(g) Only the day(s) of elections to the Local Bodies / Assembly / Parliament will be treated as non working day(s)

54. THE CONTRACTOR HAS TO MENTION PERCENTAGE EXCESS OR LESS OVER THE AMOUNT PUT TO TENDER.
55. The contractor will write percentage excess or less upto two decimal point only if he writes the percentage excess or less upto more than two decimal point, the two decimal point shall only be considered without rounding up.
56. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers as per Works Department Letter No.4985/W dt.28.03.2007.
57. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority as per Works Department Memorandum No.16 dt.01.01.2015.
58. Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of N.S.C/Post Office Savings Bank Account/Post Office Time Deposit Account/Kisan Vikas Patra/Bank Guarantee in favour of the Divisional Officer from any Nationalized Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar/e-Bank Guarantee executed on the National-Governance Services Limited (NeSL) Digital Document Execution Portal towards E.M.D/Initial Security Deposit/any other security deposit from the contractor or supplier.

SECTION–2

INFORMATION AND
INSTRUCTION TO TENDERERS

SECTION-2

1. Preparation of Tender Documents

The intending tenderer shall log in to the e-procurement portal identified as http://tendersodisha.gov.in and download the technical bid (Cover-I) and price bid (Cover-II) in shape of a bill of quantity in MS Excel format. As per the requirement of the bid document the bidder will fill up the required informations and fill up the percentage in figures on the bill of quantity in MS Excel sheet. The bidder is to scan his registration certificate, GSTIN, PAN Card, Affidavit, No relation certificate and certificate issued by competent authorities required for fulfilling the eligibility criteria specified in the bid document for the work. The bidder is also required to scan the other documents as specified in the bid document.

2. Method of submission of Tender Documents

The tenderer shall upload the scanned copy / copies of the documents and information as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of the technical bid (Cover-I) except the filled up bill of quantity in excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of price bid (Cover-II). The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy.In the e-procurement tendering system the bidder is required only to submit the required information as per bid document instead of submitting the entire technical bid document. The "online" bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections/ authenticity. **If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, the bidder will be blacklisted.**

2.1. The tender documents duly filled in and signed by the intending tenderer should be submitted in on-line through prescribed website only.

2.2 If the intending tenderer is an individual, the documents shall be signed by the individual above his full type written name and current address.

2.3 If the intending tender is a proprietary firm it shall be signed by the proprietor above his full name and with his current address.

2.4 If the intending tenderer is a firm in partnership it shall be signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the pre-qualification documents.

2.5 If the intending tenderer is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.

2.6 All witness and sureties shall be of person of status and probity and their full names,occupation and address shall be stated below their signatures.

2.7 The agency will install display board mentioning information about the work at work site after drawl of the agreement at his own cost.

3. Opening of Tender Documents.

The tender documents (Technical Bid) will be **opened on 29.08.2026 at 11.00 A.M.**in the office of the **Additional Chief Engineer, Southern Investigation Circle, Berhampur** in the presence of tenderers or their authorized representative,who wish to be present.

4. DELETED.

5. Final Decision making authority

The competent authority reserves the right to accept or reject or disqualify any of the tender of prequalification without assigning any reasons and its decision shall be final.

6. Further Clarification

The **Superintending Engineer, Koraput Investigation Division, Jeypore / Additional Chief Engineer, Southern Investigation Circle, Berhampur** may be contacted during office hours on any working days for any further clarification. Online clarification may also be obtained as per the date line mentioned in the NIT.

7 to 11. **Deleted**

Procedure to participate in online bidding e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/ Bidder intending to participate in the bid is required to register in the Portalusing his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify,TCS,MTNL etc. He/She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

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

   a. To log on to the portal the Contractor/Bidder is required to type his/her *user name* 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 ofportal.

   b. 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 before the closing date and time of submission.

   c. The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear in the section of "UpcomingTender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *home page*. 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 website.

d. 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.

e. 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 participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory issued in the portal.
- 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 break downs other than in those systems strictly within their own control.
- 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.
- For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify quarries related to the tender.
- The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided inthe 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.
- Any addendum / corrigendum/ cancellation of tender shall be published in the websitehttps://tendersodisha.gov.in, notice board Only, and such notice shall form part of the bidding documents.

The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to check the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

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

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under DTCN in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system.

The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

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

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.

Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "***Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids***".

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

3.1 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 upload the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

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

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

3.4 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.

3.5 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 into the portal.

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

3.7 SUBMISSION OF BIDS:-

The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification.Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender , bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

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.

a. 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 upto two decimal place only in case of percentage rate tender.

b. 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.

c. 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 summery of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/opener before the due date and time of opening.

d. Each process in the e-procurement is time stamped and the system can defect the time of login of each user including the Bidder.

e. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

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

g. The bidder should check the system generated confirmation statement on the status of the submission.

h. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

i. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

j. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

k. 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.

l. Seeking any revision of rates for 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.

m. 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 and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4 SECURITY OF BID SUBMISSION:

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.

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

5 DEADLINE FOR SUBMISSION OF THE BIDS:

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

RESUBMISSION AND WITHDRAWAL OF BIDS:

Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.

Resubmission of bid shall require uploading of all documents including price bid afresh.

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.

The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of Internet of traffic jam of power failure etc.

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.

6 LATE BIDS:

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

7 MODIFICATION AND WITH DRAWAL OF BIDS:

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

failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

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

8. OPENING OF THE BID:

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

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

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

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

8.2(a) Combined bid security for more than one work is not acceptable.

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

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

8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

<u>EVALUATION OF BIDS:-</u>

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

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

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

8.5.3 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

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

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

8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

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

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

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

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

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

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

8.7.7 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

8.7.8 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

9. **CLARIFICATION AND NEGOTIATION OF BIDS:**

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

9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ….) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.

10.2. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, " Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summery and declare the process as complete.

10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action wll be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

11.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

11.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

11.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

11.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.

11.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)

11.3.3 Fails to execute the agreement within the stipulated date.

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

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

ELIGIBILITY CRITERIA

1. **Eligibility Criteria:**

The bidder must submit all relevant documents for the criteria mentioned below. They would have to submit the technical proposal along with other requisite documents duly signed as mentioned in relevant clauses of the bid document.

Sl. No.	**Eligibility Criteria**	**Supportive Documents**
1.	Bidder must be a Company as registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under the relevant act / laws or a Limited Liability Partnership registered under relevant act / laws.	i. Certificate of Incorporation/ Partnership deed, and ii. Valid GST Registration Certificate, and iii. Copy of PAN
2.	Bidder must have at least 10 nos. of regular professionals under permanent pay rolls working under their organization.	i. Valid EPF registration certificate along with employee list and copy of latest challan or ii. Valid ESI registration certificate along with employee list and copy of latest challan or i. Employee Group Insurance certificate and list.
3.	Bidder must be empanelled with ORSAC under DGPS Survey Category.	i. Valid document indicating ORSAC Empanelment under DGPS survey Category.
4.	Bidder must have experience in preparation of geo-referenced land map of any project through DGPS survey including ORSAC certification for value not less than Rs. 20 Lakhs for State/	i. Copies of work orders / agreement / completion certificate, and ii. Proof of ORSAC verification letter. Note- The above two documents are to be uploaded

	Central Govt./ PSUs in the last 10 years.	for each work separately for evaluation purposes.
5.	Bidder must have Experience in obtaining Stage-I (in-principle) Forest Clearance for State/ Central Govt./ PSU projects in Odisha in last 10 (Ten) years.	Copies of work orders / agreement along with Stage-I Forest clearance certificate.
6.	Bidder must have Experience in obtaining Stage-II (final) Forest Clearance for State/ Central Govt./ PSU projects in Odisha in last 10 (Ten) years.	Copies of work orders / agreement along with Stage-II clearance certificate. *Note- The credentials/ experience certificates of the projects already uploaded for Stage-I qualifying Criteria (Sl. No. 5) shall not be considered for Stage-II qualifying Criteria.*

7.	The average annual financial turnover of the bidder must be ≥ INR 1 Crore during the last 5 financial years (i.e. from Financial Year 2021-22 to Financial Year 2025-26) and in the bidder must have made profit in the last 3 FYs. Weightage of 10% per year shall be given on FY turnover of previous year to bring them to current price level.	• Auditor certified turnover and net worth statement in format (Form T-2) • Copies of audited Balance sheet, Profit & Loss statements For the FY(2025-26,2024-25, 2023-24, 2022-23 & 2021-22)
8.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Deptt.	Declaration from the Bidder as per the format (Form T-4)
9.	The bidders shall submit a Registered Power of Attorney in favour of the bidder's representative.	Copy of Power of attorney (Form T-3)

Note: For purposes of this bid, consortium/ JV is not allowed.

2. **Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:**

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

1. Filled in Bid Submission Check List in Original (Annexure-I).
2. Bid Processing Fee & document towards Earnest Money Deposit (EMD).
3. General Details of the Bidder (Form T – 1) along with supporting documents.
4. Power of Attorney (Form T – 3) in favor of the person signing the bid on behalf of the bidder.
5. Undertaking for not having been black-listed by any Central / State Government

/ Any other autonomous bodies/ International & National Organization in the recent past on the letterhead of the bidder.

7. Affidavit regarding Conflict of Interest (Form T – 4).

8. Declaration of Noninvolvement in any legal conflicts or any pending legal issues with the Client/Employer during last 3 years. (on the letterhead of the bidder)
9. Undertaking regarding no-relationship.
10. Undertaking regarding authenticity of all the documents submitted. (Annexure-II)
11. Undertaking to execute Forest Diversion Proposal work as per Latest MoEF&CC Guidelines (Annexure-III)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other

SCOPE OF WORK AND TERMS OF REFERENCE (TOR)

Sl No	Description	Reservoir	LMC & RMC Canal (Minor Sub-minor & Distributary)	Total
1	**Total Forest Area required for diversion (in Ha)**	**386.72**	**264.418**	**651.138 Ha.**
2	Length of Main Canal		RMC FOR BARRAGE - (36.450)km LMC FOR DAM - (54.400) km	90.85 KM

Technical support is required by DoWR for preparation & filing of forest diversion proposal under the Forest Conservation Act. 1980 for the purpose of obtaining forest clearances from MoEF&CC, Govt. of India. The following scope of work is envisaged for the consultant extending such technical support.

A FORM-A (Part-I)

1. Preparation of Maps and Documents (certified land schedule/maps, DGPS survey, ORSAC certification of geo-referenced forest land map)
    - Preparation of Land schedule of project area, village wise/ class wise, with certified RoR copies
    - Collection of forest land records for the area of interest (notified areas, DLC areas)
    - Verification of revenue land schedules with certified RoR with Sabik comparison for forestland.
    - Assessment of loss of forest from forest & revenue records
    - Finalize Forest land schedule (village wise, RF wise) with summary.
    - Prepare digitized village maps (after mosaic of corresponding cadastral map sheets) showing project boundary and forest land proposed for diversion.

DGPS Survey of the diverted Forest land as per MoEF&CC guidelines

- DGPS survey of the diverted forest land involved in the project area as per ORSAC guideline
- Technical support for verification and certification of the DGPS surveyed forest land maps at ORSAC.
- Field demarcation and fixing of pillars on the boundary change points of the Forest Land

(as specified by the concerned DFO)
  - Preparation of the Shape/ KML files of the ORSAC certified Forest Land boundary required to be uploaded during e-filing of the forest diversion proposal
  - Integration of forest land map and schedules in GIS environment
  - Preparation of Unified cadastral map of the project area showing forest land proposed for diversion
  - Preparation of Layout Plan map through superimposition of the project layout plan on 1:4000 scales on unified cadastral map.
  - Computation of purpose wise utilization of forest land for each unit of operation
  - Project area map with a 5 Km. buffer depicted on original Survey of India topo map & Resources at LISS-IV Imagery in 1:25,000scale.
  - Collection/Collation/Compilation of Supporting documents to be provided by the office of the Concerned Executive Engineer.
  - Compilation of FDP application, as per prescribed format with project particulars/supporting provided by DOWR.
  - Evaluation of Benefits notwithstanding the Loss of forest.
  - Authentication of enclosures by DOWR and Tahsildar.

Identification and DGPS survey of the Compensatory Afforestation Land

- Identification of Compensatory afforestation land, Joint (Revenue & Forest) Verification.
  - Short listing of sites (non-forest government land) from revenue records in district/tehsil offices
  - Evaluation of sites identified for compensatory afforestation (CA)
  - Verification of maps records (including DLC, Sabik records, if necessary)
  - Validation of land on ground in collaboration with revenue department
  - Site inspection & acceptance of CAF land by DFO.
  - Non-encroachment and non-encumbrance certificate from Tahsildar concerned for the site accepted by DFO
  - Maps of compensatory Afforestation on SOI Topo sheet
  - Maps of compensatory Afforestation on village sheet or combined village sheets.
  - Suitability Certificate of DFO/CF against the compensatory afforestation area on the land schedule, village sheets and field book
  - Preparation of Compensatory Afforestation scheme
  - Formulation of proposal to declare compensatory Afforestation area as R.F/PF
- DGPS survey of the compensatory afforestation land involved in the project. area as per ORSAC guideline
- Technical support for verification and certification of the DGPS surveyed forest land maps at ORSAC
- Preparation of the Shape/ KML files of the ORSAC certified Compensatory Afforestation Land boundary required to be uploaded during e-filing of the forest diversion proposal.
- Submission to O/o PCCF, Odisha
- Preliminary scrutiny at o/o PCCF, Odisha and forwarding of proposal to DFOS concerned.

- **Preparation of Catchment Area Treatment Plan** and recommendations form DFO
    - Satellite Image (Merge product of (CARTOSAT -1A & LISS IV MX) for catchment area.
    - Satellite Image interpretation for thematic information extraction of land use, Geomorphology, ground water prospects (Geology, structure & geomorphology), soil, slope, drainage & water bodies.
    - Field Observations & soil profile study
    - Physicochemical analysis of pardons
    - GIS based analysis of thematic layers & generation of catchment management plan map
    - Final report & output generation

2 Finalization of document along with all the required Input data and supporting documents in required Soft copy format; e-filing of the Forest Diversion Proposal in MoEF&CC portal to facilitate electronic Submission of FDP proposal to Nodal Officer, FC Act., PCCF Office.

- Provide authorization in favor of consultant to interact with ORSAC in connection with DGPS survey and certification.
- Original cadastral maps.
- Certified RoR copies of the project area.
- Certified Land Schedule of the project area.
- Summary of Project Report.
- S.I Estimate.
- Administrative Approval of Land Requirement for the Project.
- Techno-investment and feasibility appraisal.
- Power of Attorney in favour of Authorized signatory signing the FDP documents.
- Benefit cost analysis of the project.
- Undertaking to pay all statutory payments to acquire the Forest land and to prevent Environmental Degradation due to the establishment of the project.
- Present during interactions with DFO to finalize demarcation requirements of forest land and demarcation of forest land parcel by Forest and Revenue Officials.
- Request Forest and Revenue officials' endorsement final map and report indicating their presence during demarcation and DGPS Survey, prior to ORSAC submission.
- Resolve administrative, law and order Issues, If any
- Obtain forwarding letter from DFO to ORSAC for verification of geo-referencing work.
- Rehabilitation and Re-settlement plan as per the latest R&R Policy. (if necessary)

B FORM-A (PART-II)

1. **Field verification, Tree Enumeration, NPV computation and DF's Report.**

    a. Verification and authentication of forest land schedules, Field Inspection, Demarcation, DGPS survey with ORSAC certification Verification and authentication of forest land schedules, Field Inspection, Demarcation, DGPS survey with ORSAC certification verification and authentication of forest land schedules, filed inspection, Demarcation, DGPS survey with ORSAC certification.

- Document Verification report (Forest area in the project and its legal status with respect to: Land Schedules as in Hal and Sabik Records, DLC Report & Forest department records)
- Incorporation of corrections/changes (if any) as per feedback of O/o DFO
- Authentication of Land schedule, Maps, and relevant records of Part- by DFO
- Approval and incorporation of ORSAC certified DGPS surveyed, geo-referenced forest land map and Compensatory Afforestation Area land map by DFO
- DFO's authentication of Maps and Reports.
- Demarcation of forestland.
- DGPS Survey and preparation of geo-referenced digital map of the forest land
- ORSAC certification of DGPS survey and geo-referencing of forestland.
- DFO's authentication of maps and schedules

b. **Formulation of Compensatory Afforestation scheme.**

- Short listing of sites (non-forest government land) from revenue records in district/Tahasil offices.
- Evaluation of site identified for compensatory afforestation (CA)
- Verification of maps records (Including DLC, Sabik records (if necessary)
- Validation of land on ground in collaboration with revenue dept.
- Site Inspection & acceptance of CAF land by DFO
- Non-encroachment and non-encumbrance certificate from Tahsildar concerned for the site accepted by DFO,
- Demarcation, DGPD survey & geo-referencing of CAF land
- CAF site demarcation (with fencing pillars)
- Preparation of field book of compensatory Afforestation area with geo-coordinates and chainage-bearing.
- Maps of compensatory Afforestation on SOI Topo sheet.
- Maps of compensatory Afforestation on village sheet or combined village sheets
- Suitability Certificate of DFO/CF against the compensatory afforestation area on the land schedule, village sheets and field book.
- Preparation of Compensatory Afforestation scheme.
- Formulation of proposal to declare compensatory Afforestation area as R.F/PF.

C. NPV Computation.

- Assistance to DFO in tree enumeration, computation of vegetation density and NPV Computation

D. Supporting plan/schemes and its transmission to conservator of Forests with supporting.

- Assistance to DFO for formulation of other supporting proposals such as catchment treatment plan for the project area. Wildlife Management plan. Plans for soil moisture conservation, ground water recharging (at the cost of User Agency).
- Map of the Project Impact Area (PIA) showing source of Interference, wild life habitats, Ecologically Fragile Zone. Major path of migration, water bodies, boundary of protected area and Notified Forest Areas and the proposed mitigation measures.
- Map showing the proposed conservation measures in the project Area.

- Incorporation of Collector's certificate on Forest Right Act as provided by DOWR
- Transmission of FDP to conservation of Forests.
- Conducting Gram Sabha and Processing of FRA certificates through Collector's office Transmission of FDP with DFO's report to Conservator.

2. **Assistance in preparation of Compensatory Afforestation Area Scheme by the concerned DFO**
3. Assistance to DFO for formulation of other supporting documents

- Assistance to DFO for formulation of other supporting proposals such as Wildlife Management plan, Plans for soil moisture conservation, ground water recharging (at the cost of User Agency)
- Map of the Project Impact Area (PIA) showing Source of interference, wild life habitats, Ecologically Fragile Zones, Major path of migration, water bodies, boundary of protected areas and Notified Forest Areas and the proposed mitigation measures.
- Map showing the proposed conservation measures in the Project Area

4. Conducting Gram Sabha and Processing of FRA certificates through Collector's office
5. Transmission of FDP with DFO's report to Conservator of Forest.

C. **FORM-A (PART-III) (Conservator's Report)**

1. Field visit, Verification, Transmission of FDP with CF's report to Nodal Officer, O/o PCCF, Odisha

- Site Inspection and certification by RCCF
- DFO and CF’s report
- Authentication of Maps &documents
- Transmission of FDP to Nodal Office FC Act in the Office of PCCF, Odisha

C. **FORM-A (PART-IV) [Recommendations of office of PCCF, Odisha)**

1. Scrutiny & Transmission of FDP to department of Forest and Environment, Govt. of Odisha with PCCF's recommendation.
    - Compliance to Nodal Office FC Act in the Office of PCCF, Odisha
    - Compliances to PCCF Odisha
    - Transmission to Government of Odisha (F&E department)

D. **FORM-A (PART-V) (Recommendations of office of PCCF, Odisha)**

1 Recommendation of Govt. of Odisha and Transmission of FDF application to MoEF&CC, Government of India

- Compliances to F & E Dept. Govt. of Odisha
- Transmission to MoEF & CC

D. **PROCESSING AT MOEF & CC, Regional office Bhubaneswar, GOVT. OF INDIA**

1. Technical compliance for Stage-I Clearance, as required.

2. Technical compliance for MoEF & CC stage-II compliance. As required.

Inputs to be provided by Engineer-in-charge/DoWR, Odisha. Administrative co-ordination, as required.

C. **Addendum.**

- The complete Process of Gram Sabhas for the purpose shall be facilitated with necessary logics support. The user agency (DoWR) shall remain present and explain the project perspectives in the Gram Sabha and abide by the resolutions made in such Gram Sabhas.
- DGPS survey and preparation of geo-reference digital map of the diverted forest shall include fixing of pillars for the selected forest boundary points.
- DGPS survey and geo-referencing of CAF land shall include fixing of pillars for the selected 3d CAF boundary points.

4. **DELIVERABLES: -**

1. DGPS survey and ORSAC certification of geo-referenced forest land boundary proposed for diversion including certification and authentication of forest land schedule by concerned Tahsildar and Divisional Forest Officer.
2. Demarcation and DGPS survey of CAF land patches as certified by concerned Tahsildar and DFO and ORSAC certification of geo-referenced CAF land parcels.
3. All other documentation, e-filing of FDP, its scrutiny at Project Screening Committee (PSC) and forwarding to concern DFO, for field verification.
4. Tree enumeration, NPV computation, CAF scheme formulation and its authentication by DFO.
5. Completion of field verification and authentication of FDP by DFO, Procurement of NOC under FRA certificate form Collector along with the consent resolution of Gram Sabha and recommendation of FDP including all supporting plan proposals by DFO to PCCF (completion of Part-II by DFO online).
6. Site inspection, scrutiny of FDP, technical compliance, recommendation of FDP and supporting plan proposal by PCCF (Nodal Officer, Forest Conservation Act).
7. Scrutiny and recommendation of FDP by Forest Environment & Climate Change, Govt. of Odisha to MoEF& CC, Govt. of India.
8. Presentation to MoEF& CC including coordination for technical compliances for obtaining In- Principle (Stage-I) Forest Clearance.
9. On obtaining final (Stage-II) Forest Clearance.

TIME SCHEDULE AND PAYMENT TERMS (TENTATIVE, SUBJECT TO CHANGE AS PER ACTUAL EXECUTION)

Sl.	Deliverables	Timeline	% of Payment
1.	Filling of FDP application with O/o PCCF, Odisha	1^{st} – 3^{rd} month	10 %
2.	Authentication of maps and schedules by DFO including DGPS survey, Pillar fixing for the selected forest boundary points and ORSAC certification.	3^{rd} – 8^{th} month	10%
3.	Formulation of Compensatory afforestation scheme including Pillar fixing for the CAF boundary points	8^{th} – 12^{th} month	10%
4.	Transmission of FDP with DFO's report to Conservator of Forests with NPV computation and supporting including complete process of conducting/ holding Gram Sabhas	12^{th} –15^{th} month	15%
5.	Transmission of FDP with CF's report to Nodal	15^{th} – 18^{th} month	07%

	Officer, O/o PCCF, Odisha.		
6.	Transmission of FDP to Department of Forest and Environment with PCCF's recommendation.	18 th – 21th month	08%
7.	Transmission of FDP application to MoEF & CC, Government of India.	21th – 22th month	05%
8.	Technical Compliance for Stage I Clearance, as required	22th-25th month	15%
9.	Technical compliance for MOEF Stage II compliance, as required	25th -28th Month	20%
Total		**28 Months**	**100%**

SECTION – 4

Government Guidelines

GOVERNMENT GUIDELINES

Appendix - I

Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha.

Government of Odisha
Works Department

***

Office Memorandum

File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013

Sub: Codal Provision regarding e-Procurement

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedures has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for e -procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix – IX(A) of OPWD Code Vol.II) as follows:

(Appendix-IX (A) of OPWD Code, Vol-II)

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “https://tendersodisha.gov.in”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e -procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and DEPARTMENT OF WATER RESOURCES. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval fro m Works Department. Works Department is the Nodal Department for the implementation of e -Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e -Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Superintending Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.

11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

    a. Application Administrator (NIC & State Procurement Cell)

        i. Master Management
        ii. Nodal Officer Creation
        iii. Report Generation
        iv. Transfer of Officer's login ID.
        v. Blocking & unblocking of officer's and bidder's login ID.

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

        i. Creation of Users
        ii. Role Assignment
        iii. Report Generation
        iv. Transfer of Officer's login ID.
        v. Blocking & unblocking of officer's Login ID.

    c. Procurement Officer Publisher (Officer having tender inviting power at any level)

        i. Publishing of Tender
        ii. Publishing of Corrigendum / addendum / cancellation of Tender
        iii. Bid Clarification
        iv. Uploading of Pre-Bid minutes.
        v. Report generation.

    d. Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)

        i. Creation of Tender
        ii. Creation of Corrigendum / addendum / cancellation of Tender
        iii. Report generation.

    e. Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)

        ii. Opening of Bid

    a. Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)

        i. Evaluating Bid

    b. Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
    i. To take up auditing

12. **NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):**

a. The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.

b. The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e"procurementNotice
Bid Identification No.---------------------------
1. Nameofthework: …………………………………………………….
2. Estimatedcost: Rs..……………………………………………………
3. Period of completion --
4. Date&Time of availability of bid document in the portal _______________
5. Last Date / Time for receipt of bids in the portal _____________________
6. Name and address of the O.I.T.:……………………………………………..
Further details can be seen from the e-procurement portal "https://tendersodisha.gov.in"

c. The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersodisha.gov.in will appear in the "Latest Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. **ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:**

a. The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website https://tendersodisha.gov.in, notice board and through paper publication and such notice shall form part of the bidding documents.

b. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. **CREATION AND PUBLISHING OF BID:**

a. All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with

b. The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

c. Procurement Officer Administrator creates tender by filling up the following forms:

i. BASIC DETAILS

ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Double cover/Packet:

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

(b) For Two Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.

iv. WORK ITEM DETAILS

v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

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

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

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

ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. **PARTICIPATION IN BID:**

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

i. Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

ii. 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 process that are undertaken through the e-Procurement system irrespective of who operates the system.

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

c. **DOWNLOADING OF BID**: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

d. **CLARIFICATION ON BID**: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

e. **PREPARATION OF BID**

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

ii. 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.

f. **PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS**:

i. The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

ii. The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer

Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

iii. The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

iv. The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority.

v. 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

vi. Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. **SUBMISSION OF BID:**

a. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, Registration Certificate, Affidavits and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

b. Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

c. 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.

d. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

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

i. 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 cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

ii. 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.

iii. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

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

v. The bidder should check the system generated confirmation statement on the status of the submission.

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

vii. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

viii. 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.

ix. 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.

f. **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.

17. **SECURITY OF BID SUBMISSION:**

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

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

18. **RESUBMISSION AND WITHDRAWAL OF BIDS:**

a. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

b. Resubmission of bid shall require uploading of all documents including price bid afresh.

c. 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.

d. 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.

e. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. **OPENING OF THE BID:**

a. 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.

b. All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

c. 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.

d. In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.

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

f. 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.

g. In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. **EVALUATION OF BIDS :**

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

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

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

d. The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

e. The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

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

i. 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.
ii. At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
iii. The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
iv. Procurement Officer-Openers shall sign on each page of the downloaded BOQ and the Comparative Statement and furnish a certificate to that respect.
v. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
vi. System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. **NEGOTIATION OF BIDS:**

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

22. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

a. The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

b. The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer –Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.

c. If the L-1 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. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them and the tender will be cancelled.

23. **BLOCKING OF PORTAL REGISTRATION:**

a. If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

b. The portal registration blocked in the ground mentioned in the above Para-23. a shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.

c. The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

i. Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
ii. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
iii. Fails to execute the agreement within the stipulated date.
iv. If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. **GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:**

a. UNBLOCKING OF PORTAL REGISTRATION:

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

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

b. The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

c. The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 -

Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

d. On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

e. After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2^{nd} time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advice the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

Sd/19.07.2013

E.I.C-cum-Secretary to Govt.

Appendix – II

Online Receipt of Tender Paper Cost & Earnest Money Deposit
through e-Procurement Portal
as per Works Department Letter No.17276/W Dt.06.12.2017

Government of Odisha
Works Department

***

Office Memorandum
File No.07556900012016–17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in".

2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :

a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.

c) Reporting and accounting of the **e-receipts** will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

a) Designated Banks **(SBI/ICICI Bank/HDFC Bank)** payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)

b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:

a) Log on to e-Procurement Portal: The bidders have to log onto **the** Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options

i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.

ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of **'Bid ID'** generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. Settlement of Earnest Money Deposit on submission of bids:

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

8. Forfeiture of EMD :

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

a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.

b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid,** in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current ac count of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

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

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.

f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day

h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

a) Customize e-Procurement software and web-pages of Government of Odisha (https://tendersodisha.qov.in) to enable the provision for electronic payment.

b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

c) NIC will provide an interface to organisations to download the electronic receipt data.

d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.

e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

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

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

1. This shall take effect from the date of issue of this Office Memoradum.
2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017

E.I.C-cum-Secretary to Govt.

[For any Technical related queries please call at Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha – 1800 3456 765, 0674-2530998, 2530996]

ANNXURE-I of Appendix - II

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

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

ଶ୍ରମ ଆୟୁକ୍ତ, ଓଡ଼ିଶାଙ୍କ କାର୍ଯ୍ୟାଳୟ, ଭୁବନେଶ୍ୱର

+++

ବିଜ୍ଞପ୍ତି ସଂଖ୍ୟା ୩୯୨୦ / ତା ୦୧.୦୫.୨୦୨୬ .

ଯେହେତୁ ଓଡ଼ିଶା ସରକାରଙ୍କ ଶ୍ରମ ଓ କର୍ମଚାରୀ ରାଜ୍ୟ ବୀମା ବିଭାଗଙ୍କ ଦ୍ୱାରା ଜାରି ହୋଇଥିବା ବିଜ୍ଞପ୍ତି ସଂଖ୍ୟା ୫୩୦୮ ତା ୧୮.୦୭.୨୦୨୪ ରିଖ ଅନୁଯାୟୀ ରାଜ୍ୟରେ କାର୍ଯ୍ୟରତ ଅଣକୁଶଳୀ, ଅର୍ଦ୍ଧକୁଶଳୀ, କୁଶଳୀ ଓ ଉଚ୍ଚକୁଶଳୀ ଶ୍ରମିକ ବର୍ଗ ପାଇଁ ନିର୍ଦ୍ଧାରିତ ନିୟୋଜନ କ୍ଷେତ୍ରରେ ସର୍ବନିମ୍ନ ଦୈନିକ ମଜୁରିକୁ ପୁନଃ ନିର୍ଦ୍ଧାରଣ କରାଯାଇ ଓଡ଼ିଶା ଗେଜେଟର ବିଜ୍ଞପ୍ତି ସଂଖ୍ୟା ୧୩୬୭ ତା ୧୮.୦୭.୨୦୨୪ରିଖରେ ପ୍ରକାଶିତ ହୋଇଥିଲା;

ଯେହେତୁ ଉକ୍ତ ବିଜ୍ଞପ୍ତି ଅନୁଯାୟୀ, ଶିଳ୍ପ ଶ୍ରମିକଙ୍କ ପାଇଁ ଉଦ୍ଦିଷ୍ଟ ସର୍ବଭାରତୀୟ ଉପଭୋକ୍ତା ମୂଲ୍ୟ ସୂଚକାଙ୍କର (ଆଧାର ୨୦୧୬=୧୦୦କୁ ଗ୍ରହଣ କରି) ପ୍ରତ୍ୟେକ ସଂଖ୍ୟା ବୃଦ୍ଧି ଉପରେ ଟ୨.୬୦ଙ୍କା ହାରରେ ବର୍ଷକୁ ଦୁଇଥର ଯଥା - ୧ ଏପ୍ରିଲ୍ ଏବଂ ୧ ଅକ୍ଟୋବରରେ ସ୍ୱତନ୍ତ୍ର ପରିବର୍ତ୍ତନୀୟ ମହଙ୍ଗା ଭତ୍ତା (VDA) ପୁନଃ ନିର୍ଦ୍ଧାରଣ କରାଯାଇ ଶ୍ରମ ଆୟୁକ୍ତ, ଓଡ଼ିଶାଙ୍କ ତରଫରୁ ଅଧିସୂଚନା ଜାରି କରାଯାଇଥାଏ;

ଯେହେତୁ ବିଗତ ଅର୍ଦ୍ଧବାର୍ଷିକରେ ଶିଳ୍ପ ଶ୍ରମିକଙ୍କ ପାଇଁ ଉଦ୍ଦିଷ୍ଟ ଖାଉଟି ମୂଲ୍ୟ ସୂଚକାଙ୍କ ସଂଖ୍ୟା ହାରାହାରି ୧୪୩.୫୮ରୁ ବୃଦ୍ଧି ପାଇ ୧୪୭.୫୦ରେ ପହଞ୍ଚିଛି ଏବଂ ତଦ୍ଦ୍ୱାରା ଏହା ୩.୯୨ ପଏଣ୍ଟ ବୃଦ୍ଧି ପାଇଛି ଏବଂ ଏହି ପରିପ୍ରେକ୍ଷୀରେ ୧ ଏପ୍ରିଲ୍, ୨୦୨୬ ଠାରୁ ଆରମ୍ଭ ହେଉଥିବା ଅର୍ଦ୍ଧବାର୍ଷିକ ଅବଧି ପାଇଁ ଉକ୍ତ ଆଧାରରେ ପରିବର୍ତ୍ତନୀୟ ମହଙ୍ଗା ଭତ୍ତା (VDA) ବୃଦ୍ଧି କରିବା ଆବଶ୍ୟକ ପଡୁଅଛି;

ଉପରୋକ୍ତ କାରଣରୁ, ମୁଁ ଶ୍ରୀ ଇନ୍ଦ୍ରମଣି ତ୍ରିପାଠୀ, ଭା.ପ୍ର.ସେ., ଶ୍ରମ ଆୟୁକ୍ତ, ଓଡ଼ିଶା, ଉପରୋକ୍ତ କ୍ଷମତା ଆଧାରରେ ଏତଦ୍ୱାରା ଅଧିସୂଚିତ କରୁଛି ଯେ, ସମସ୍ତ ୯୧ଗୋଟି ଅନୁସୂଚିତ ନିର୍ଦ୍ଧାରିତ ନିୟୋଜନ କ୍ଷେତ୍ରରେ (ସଂଲଗ୍ନ ତାଲିକା ମୁତାବକ) ଅଣକୁଶଳୀ, ଅର୍ଦ୍ଧକୁଶଳୀ, କୁଶଳୀ ଓ ଉଚ୍ଚକୁଶଳୀ ଶ୍ରମିକ / କର୍ମଚାରୀଙ୍କୁ ତା ୧ ଏପ୍ରିଲ୍ ୨୦୨୬ ରିଖରୁ ପୂର୍ବରୁ ଧାର୍ଯ୍ୟ କରାଯାଇଥିବା ପରିବର୍ତ୍ତନୀୟ ମହଙ୍ଗା ଭତ୍ତାରେ ଅତିରିକ୍ତ ଭାବେ ଦୈନିକ ୧୦ ଟଙ୍କା ବୃଦ୍ଧି କରାଗଲା । ତଦନୁଯାୟୀ, ତା ୧ ଏପ୍ରିଲ୍ ୨୦୨୬ ରିଖରୁ ପରିବର୍ତ୍ତନୀୟ ମହଙ୍ଗା ଭତ୍ତା ସହିତ ଦୈନିକ ସର୍ବନିମ୍ନ ମଜୁରି ନିମ୍ନୋକ୍ତ ପ୍ରକାରରେ ଧାର୍ଯ୍ୟ କରାଗଲା ।

ଶ୍ରମିକ ବର୍ଗ	ତା ୦୧.୦୪.୨୦୨୬ ରିଖ ପୂର୍ବରୁ ପ୍ରଚଳିତ ଦୈନିକ ସର୍ବନିମ୍ନ ମଜୁରି (ପରିବର୍ତ୍ତନୀୟ ମହଙ୍ଗା ଭତ୍ତା ସହିତ)	ତା ୦୧.୦୪.୨୦୨୬ ରିଖରୁ ଦୈନିକ ପରିବର୍ତ୍ତନୀୟ ମହଙ୍ଗା ଭତ୍ତାରେ ବୃଦ୍ଧି ପରିମାଣ	ତା ୦୧.୦୪.୨୦୨୬ ରିଖରୁ ଦୈନିକ ସର୍ବନିମ୍ନ ମଜୁରି ସହିତ ପରିବର୍ତ୍ତନୀୟ ମହଙ୍ଗା ଭତ୍ତାର ପରିମାଣ
ଅଣକୁଶଳୀ	୪୬୨ ଟଙ୍କା	୧୦ ଟଙ୍କା	୪୭୨ ଟଙ୍କା
ଅର୍ଦ୍ଧକୁଶଳୀ	୫୧୨ ଟଙ୍କା	୧୦ ଟଙ୍କା	୫୨୨ ଟଙ୍କା
କୁଶଳୀ	୫୬୨ ଟଙ୍କା	୧୦ ଟଙ୍କା	୫୭୨ ଟଙ୍କା
ଉଚ୍ଚକୁଶଳୀ	୬୧୨ ଟଙ୍କା	୧୦ ଟଙ୍କା	୬୨୨ ଟଙ୍କା

ଶ୍ରମ ଆୟୁକ୍ତ, ଓଡ଼ିଶା

ଅ. ପୃ. ଦେ

SECTION – 5

GENERAL RULES & DIRECTIONS

ODISHA PUBLIC WORKS DEPARTMENT (FORM P-1)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. The work proposed for execution by contract will be notified in a form of invitation to tenderpostedthroughGovt.website**www.tendersodisha.gov.in**

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer/Superintending Engineer shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer/ Superintending Engineer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payment made on accounts of works, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Departments and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Superintending Engineer before the tender from is issued if a from is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be remitted will be1%(online).
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tender rate he is willing to undertake each item of the work specified in the said form of invitation to tender or which they contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each tender.
7. The Engineer-in-charge or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form.
8. The Engineer-in-charge shall have the right of rejecting all or any of the tenders.
9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected

tender who shall there upon sign copies of the specification and other documents with the agreement. The tenderer of the selected tender shall also deposit the required amount ofthe security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time the Engineer-in-charge may reject the tender.

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance, such tenderer shall there upon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.

1. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
2. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 (two) percent of the estimated value of the work, failing which tender shall be liable to rejection.
   Taxes as per provisions of Government shall be deducted from the bills of tenderer.
3. When tender has been selected for acceptance and the required amount of the security money has been deposited the Engineer shall scrutinize all pages of the form of item, Rate Tendered/quoted percentage in case of percentage tender and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then,if he is competent to accept the tender,sign the acceptance of the tenders or if he is not so competent to, shall send the form for signature of the acceptance to the officer competent to accept it.
4. All tenderers are required to submit a list of works, which are in hand at the time of submitting their tenders. The list of works are required to be submitted in the proforma by the Superintending Engineer under whom he has executed the work in order to judge their past performance (vide Works Department Circular No.15443dt.01.08.2005.)
5. If the tenderer backs out from the offer before acceptance of the tender by the competent authority then he/she will be suspended for a period of three years.
6. T.D.S (Tax Deducted at Source) towards GST will be deducted at the rate prescribed in the Odisha Goods &Service TaxAct-2017or as amended from time to time.

TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Odisha for the work specified in the under written memorandum at the rates specified therein in a period of **28 (Twenty Eight)** calendar months from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rules thereof and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

a) If several sub-works are included they should be detailed in a separate sheet.	(a)	Name of Work	:	Forest Diversion Proposal & Obtaining Stage-I & Stage-II clearance from MoEF & CC, GoI for forest land proposed for Diverson for Lower Vansadhara (Stage-I) Irrigation Project in Rayagada District of Odisha
	(b)	Estimated Cost (Bill of Quantity)	:	**Rs. 3,01,06,286/-**
	(c)	E.M.D	:	**Rs.3,01,063.00**
d)**This deposit Will be 2 percent Of the estimated Cost of the work.**	(d)	Initial security deposit (including earnest money)to Be deposited before the Commencement of the work.	:	Rs. 6,02,126.00
e) This percentage from bills will be credited to the contractor's security	(e)	Percentage to be deducted from bill (As Security Deposit).	:	5 % of the gross amount of each bill
	(f)	Time required for the work from date of written order		**28(Twenty Eight) calendar months including rainy season**
	(g)	Date of written order to commence	:	
	(h)	Total number of work tendered for	:	**40(Forty) items only**

Signature of contractor before submission of tender	Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and provision of the said condition of contract annexed here to so far as applicable, or in defaults thereof to forfeit and pay to the Governor of Odisha or his successors in office, the sum of money mentioned in the said conditions.
	Dated the …………………..Day of ……………………………..2026
Signature of witness to one tenderer's signature	Witness : Address: **CONTRACTOR**
Signature of Officer by whom accepted	The above tender is hereby accepted by me on behalf of the Government of Odisha.
	Dated the …………………..Day of ……………………………..2026

Additional Chief Engineer
Southern Investigation Circle, Berhampur

Agreement No………………P1 Certified that this agreement contains …………Pages only
(Schedule XLV-Form No.-61)

Superintending Engineer
Koraput Investigaton Division,Jeypore

SECTION – 6

CONDITION OF CONTRACT

CONDITION OF CONTRACT

Clause 1- All compensation or other sum of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by thesale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account what so ever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by, sale of the security deposit or any part thereof.

Compensation for delay

Clause 2 (a) The time allowed for carrying out the work as entered in the tender shall bestrictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor, The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount as mentioned in clause 2.3.1 of OPWD Code of Volume-I, if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Superintending Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer, or hisauthorised, agents are fully complied with by the contractor to the Superintending Engineer's satisfaction). And further to ensure good progress during execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole work before one fourthof the whole time allowed under contract has elapsed one half of the work, beforeone half of such time has elapsed and three-forth of the work before three-forth ofsuch time has elapsed. In the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation as mentioned in clause 2.3.1 of OPWD Code of Volume-I on the said estimated cost of the whole work forevery day that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% on estimated cost of the work as shown in the tender.

The work should not be considered finished until such date as the E.E./S.E.shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by E.E./S.E. or his authorized agents are fully compliedwith by the contractor to the E.Es/S.Es satisfaction.

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost or in any case in which under any clause or clauses of this contract the contractor shall have tendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Govt. (whether paid in one sum or deducted by installments) the Superintending Engineer on behalf ofthe Governor of Odisha, shall have power to adopt any of the following courses as he may deem best suited to the interest of Government.

Action when whole security deposit is forfeited

(i) 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.

(ii) To employ labour paid by the Public works Department and to supply materials tocarry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Superintending Engineer shall be final and conclusive againstthe contractor) and crediting him with the value of work done, in all respects in thesame manner and at the same rates as if it had been carried out by contractor under the terms of his contract, the certificate of the Superintending Engineer as to the value of the work done shall be final and conclusive against the contractor

(iii) To measure up the work of the contractor, and to take such part of the work of thecontract as shall be unexecuted out of his hands and to give it to anothercontractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor may be deducted from any money due to him by Govt. under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Superintending Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, orentered into any engagements or made any advances on account of or with a view to, the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Superintending Engineer shall have certified in writing the performance of such work and the value payable in- respect thereof and he shall only be entitled to be paid the value so certified.

(iv) Security deposit of contractor for each work will be refunded only **one year** after the date of completion of work provided the final bill has been paid and defects if any rectified.

Clause-3 In any case in which any of the powers, conferred upon the Superintending Engineer by clause 3 thereof, shall become exercisable and the same shall notbe exercised the non exercise thereof shall not constitute a waiver of the conditions here of and such powers shall not withstanding be exercisable in the event of any failure cases if defaults by the contractor of which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Superintending Engineer putting in force the powers vested in him under the preceeding clause he may if he so desire, take possession of all or any tools, plants, materials & stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or all wing for the same in the account at the contract, rates, or in case of these not being applicable ; at current

Contractor remain liable to pay compensation if action not taken under clause-3

market rates to be certified by the Executing Engineer whose certificate thereof shall be final; otherwise the Superintending Engineer may give notice in writing tothe contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any requisition to the Superintending Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Superintending Engineer as to the expense of removal and the amount of proceeds and expense of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor plants

Clause – 4 If the contractor shall desire on extension of time for completion of the work, on the ground of his having been unavoidable hindrances in its execution or any other ground he shall apply in writing to the

Extension of time

Superintending Engineer within 30 days of the date of the hindrance on accountof which he desires such extension as aforesaid and the Superintending Engineershall, if in his opinion (which shall be final) reasonable be shown therefore,authorize such extension of time if any, as may in his opinion, be necessary or proper. The Superintending Engineer shall at the same time inform the contractorwhether he claims compensation for delay.

Clause – 5 On completion of the work, the contractor shall be furnished with a certificate by the Superintending Engineer (here-in-after called the Engineer-in-charge) of suchcompletion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of premises (tobe distinctly marked by the Superintending Engineer in the site plan) on which thework shall be executed, all scaffolding surplus materials and rubbish and cleaned off the dirt from all wood work doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the PWD in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor the contractor shall fail to comply with the requirements of this clause as removal of scaffolding surplus materials and rubbish and cleaning ofdirt on or before the date fixed for the completion of the work the Engineer-in- charge may at the expenses of the contractor, remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirts as aforesaid and the contractor shall forth with pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding, or surplus materials as aforesaid except for any sum actually realized by the sale thereof

Final Certificate

Sub clause – 5 "If in the opinion of the Engineer-in-charge which shall be final and binding onthe contractor occupation or utilization of a portion of the work completed in no way interferers with the progress for rest of the work, the same may be occupied or utilized by or on behalf of the Govt. under the written order of the Engineer-in- charge to get the defects of any rectified by the contractor at his (Contractor) owncost within six months from the date of completion of the whole work provided that the contractor will not be allowed any other concession either in the shape of extensions of stipulated period or any other monetary compensation on accountof such occupation or use.

Clause – 6 to 17 Deleted

Clause – 18 The contract shall not be assigned or sublet without the written approval of the Superintending Engineer and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditor or attempt so to do, or if any bribe gratuity, gift loan, perquisite reward or advantage pecuniary of

Work not to be sublet.

Contractor may be rescinded and security deposit forfeited subletting bribing or if contractor become in solvent

other wise shall either directly or indirectly be given, promised or offered by the contractor or any of his servantsto agents to any public officer or person in the employee of Government in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Superintending Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at disposal of Government and the same consequences shall ensure as if the contract has been rescinded under clause 3 hereof and in addition the contractor, shall not be entitled to recover or be paid forany work therefore actually performed under the contract.

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss

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

Clause – 20 to 31 Deleted

Clause- 32 The consultant should keep all Records and other information in a secure location so that no un-authorized person is able to gain access to them; and ensure Records are kept confidential and are not disclosed to any person other than the authority.

Clause-33 Authority shall have the right to request the Consultant in writing to make any changes, modifications, deletions and/or additions to Consultant's scope of works. Consultant shall review such written requests and if such changes and additions would jeopardize fulfilment of any of Consultant's obligations under this CONTRACT, Consultant will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by Authority. Otherwise, Consultant will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by Authority and the same shall be mutually agreed. Unless Consultant receives written authority from Authority on variation in prices and time schedule, Consultant will not be obliged to proceed with any such variation in the scope of works.

FAIR WAGE CLAUSE

Clause – 33(a) The contractor shall pay not less than fair wage to labourers engaged by him on the work. Explanation: "Fair wages" means wages, whether for time or piece work prescribed by the State Public works Department provided that where higher rates have been prescribed under the Minimum Wages Act. 1948 wages at such higher rates would constitute "Fair wages" (W.D. No.22059 dt.16.8.77)

(b) The contractor shall, not with standing the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labours had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulation made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

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

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

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

(g) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.

(h) The contractor shall submit by the 4th & 10th of every month, to the Engineer-in-charge a true statement showing in respect of the Second half of the preceding month and the first half to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injure caused by them and (5) the number of female workers whohave been allowed maternity benefit according the clause [K] and the amount paid to the Government a sum not exceeding **Rs.472.00** for each default of materially incorrect statement. The amount levied as fine decision of the Superintending Engineer shall be final in deducting from any bill due to contractor.

(i) In respect of all labour directly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with a cause to becomplied with all the rules framed by Government from time to time for the protection of health and sanitary arrangement for workers employed by the Odisha Public Works Department and its contractor. This will apply to work places having 50 or more workers.

(j) Maternity benefit rules for female worker employed by contractor, Leave and pay during leave shall be regulated as follows.

1- Leave : (i) **In case of Delivery:-** Maternity leave not exceeding 8 weeks, 4 weeks up to including the day of delivery or 4th weeks following that day.

(ii) **In case of Mis carriage :-** Up to 3 weeks from the date of miscarriage.

2. Pay (i) **In case of Delivery:-** Leave pay during maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the dateof which she gives notice that she expects to be confined or at the rate of **Rs.472.00** a day which ever is greater.

(ii) **In case of Miscarriage :** Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period 3 months immediately preceding the date of such miscarriage,

Conditions of grant of Maternity Leave: No maternity leave benefit shall be admissible toa women unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

1. ADDENDUM TO CONDITION OF CONTRACT:

The bidder / Tender 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 (ISD) and additional performance security in accordance with the provisions of the agreement.

The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of awardalongwith the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

a) The notice inviting bid, all the documents including additional conditions specifications and drawing, 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.

2. TIME CONTROL

Progress of work and Re-scheduling programme

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.

Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval and programme commensurate to clause no 3 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.

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, 1/4th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

If at any time it should appear to the Engineer-in-Charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of 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.

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.

The Engineer-in-Charge's approval of the programme shall not after 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.

Extension of the completion date.

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

As soon as possible after the contract is concluded the contractor shall submit a 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.

Incase 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 neverthelessuse 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.

For

i. Abnormally bad weather, or
ii. Serious loss or damage by fire, or
iii. Civil commotion, local commotion of workmen, strike or lockout, by officers any of the heads employed on the work, or
iv. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Chief, in executing work not forming part of the contract.
v. Incase of variation is issued which makes it impossible for completion to be achieved by the Intended Completion Data without the Contractor taking steps to accelerates the remaining work and which would cause the contractor to incur additional cost, or.
vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the contractor’s control.

Request for re-schedule and extension of time, to be eligible for consideration shall be made by the contractor in writing 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.

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.

Compensation for delay.

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 Clauses 2 or that the work remains incomplete.

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

The existing relevant provision in the original documents shall stand modified accordingly.Provided always that the total amount of compensation for delay to be paid under thiscondition shall not exceed 10% of the Tendered Value of work or to the Tendered Value ofthe item or group of items of work for which separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to theContractor under this or any other contract with the Government. Incase the contractor doesnot achieve a particular milestone mentioned in contract data, or the rescheduled milestone
(s) in items 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. Withholdingof this amount on failure to achieve a milestone, shall be automatic without any notice the contract. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), thew withheld amount shall be released. In case the contractor files 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.

Management Meetings

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

i. The Engineer shall record the business of management meetings and 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 is to be decided by the Engineer either the management meeting or after the management meeting and stated in waiting to all who attended the meeting.

Signature of witness **signature of contractor**

Grant of EOT and imposing penalty in EOT / Deviation:-

As per the letter no. 699, dated. 07.01.2021 of DoWR, Odisha, following decision hasbeen taken regarding grant of EOT and imposing penalty in EOT / Deviation.

(i) **Basis of imposing of penalty in EOT/Deviation**.

1. In case of completion of the work in all respect, the EOT may be granted with imposition of penalty amounting to 0.2% (amount to be rounded off to the next higher value of Rs.100/-) of the value of works executed during the extended period (EOT period), subject to minimum penalty of Rs10,000/-.

2. In case of incomplete works /to rescind the contract, the contract to be closed as per the provision contained in Clause-2(b) of P1 agreement, 20% of the value of left-over workwill be realised from the Contractor as penalty.

The suggestions / recommendations of the CE/CCE with respect to imposition of penalty is to be examined by the Technical Committee of EIC, W.R and considered views may beforwarded to Government for necessary action.

(ii) Reason of hindrances for sanction of EOT attributable to the agency/not attributable tothe agency)

- Reasons of hindrances for sanction of EOT attributable to the agency.

1. The local festivals like Makar Sankranti, Raja Sankranti, Chaiti Parba, Danda Nata or anysuch festivals which may affect the work schedule.

2. In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.

3. Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity, the Contractor is not eligible for any extension of time .The Contractor should plan the deployment of workforce and machinery, so as to complete the work as per schedule considering ordinary vagaries of the nature.

4. The same applies for borrow areas ponding. The Contractor should foresee possible ponding of borrow area in monsoon n and likewise lift more quantity of soil/ other material during dry period so as to complete the work as per schedule.

5. The Contractor should take up the work with due diligence in the acquired land without waiting for acquisition of the entire land .This should be completed in proportionally less period depending on the quantum of available work front.

6. The Agency should plan his work programme and mobilize men and machineries considering the canal closure programme of a particular system or area. Khariff / Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely at the discretion of the Engineer-in- charge and can't be claimed as a matter of right.

7. There will always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the agency. Extension of time on this groundmay not be considered by Divisional Officers.

- Reasons of hindrances for sanction of EOT not attributable to the agency.

1. Only the day(s)of elections to the Local Bodies/Assembly/Parliament will be treated as anon-working day(s)
2. Unless there is unusually heavy rainfall resulting in a declared calamity, the Contractor isnot eligible for any extension of time.
3. Force majeure.
4. Abnormally bad weather, cyclones etc.
5. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work.
6. Delay on the part of other contractors engaged by the Engineer-in-charge in executingwork nor forming part of the contract.
7. In case a variation/additional work is issued which makes it impossible for completion tobe achieved by the intended Completion Date without the contractor taking steps to accelerate the ;remaining work and which cause the contractor to incur additional cost.
8. Any other cause, which in the absolute discretion of the authority mentioned, contract data is beyond the contractor's control.

(iii) Application for EOT as per Codal provision (Para 3.5.30 of OPWD Code)

The application for Extension of Time for completion of the work on the grounds of unavoidable hindrance or any other grounds shall be positively submitted by the contractor within 30 days of such hindrance. This should be strictly followed.

SECTION-7
FORMS

Form T -1

Bidder's Organization (General Detail) (ON BIDDER'S LETTER HEAD)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No. Date: Name of the Bank:	
7	EMD Details Amount : Reference No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the bid document.	YES
11	Willing to accept all the terms and conditions as specified in the bid document.	YES

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Form T -2

Bidder Organization (Financial Details)

<table>
<tr><td colspan="7">Financial Information in INR</td></tr>
<tr><td>Details</td><td>FY 21-22</td><td>FY 22-23</td><td>FY 23-24</td><td>FY 24-25</td><td>FY 25-26</td><td>Average</td></tr>
<tr><td>Average Annual Turnover (in Crore).</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="7">Supporting Documents:

Audited certified financial statements for the last Five Fys (preceding the Financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY ……….are not available, bidder may provide provisional statement for the same.
Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</td></tr>
</table>

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]:

Communication Address of the Bidder:

[NB: No Scanned Signature will be entertained]

<u>Form T -3</u>

FORMAT FOR POWER OF ATTORNEY (ON BIDDER'S LETTER HEAD)

I, the (Designation) of (Name of the Organization) in witness whereof certify that <Name of person>is authorized to execute the attorney on behalf of <Name of Organization>,<Designation of the person>of the company acting for and on behalf of the company under the authority conferred by the <Notification / Authority order no.>Dated <date of reference>has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person>in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

Form T -4

(ON BIDDER'S LETTER HEAD)

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Consultant which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Consultant as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5).

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client/Employer which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]:

Communication Address of the Bidder:

Annexure – I

BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Bid Processing Fee of Rs._/- in online mode		
3	Bid Security of Rs._/- in shape of		
4	General Details of the Bidder (Form T- 1)		
5	Financial details of the Bidder (Form T-2)		
6	Power of Attorney (Form T – 3) in favour of the person signing the bid on behalf of the bidder.		
7	Self-Declaration on Potential Conflict of Interest (Form T - 4)		
8	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during its business career.		
9	Declaration of Noninvolvement in any legal conflicts or any pending legal issues with the Client/Employer during last 3 years. (on the letterhead of the bidder)		
10	Undertaking regarding no-relationship (Annexure-II)		
11	Undertaking regarding authenticity of all the documents submitted. (Annexure-III)		
12	Undertaking to execute Forest Diversion Proposal work as per Latest MoEF&CC Guidelines (Annexure-IV)		

Undertaking:

- **All the information has been submitted as per the prescribed format and procedure.**
- **Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.**
- **All pages of the proposal have been sealed and signed by the authorized representative.**

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Annexure – II

NO RELATION CERTIFICATE

Certified that I / We am / are not related to any officer of Water Resources Department ofthe rank of Assistant Engineer and above or any officer of the rank of Assistant Secretaryabove.

CONTRACTOR

List of Relatives of the tenderer serving in Water Resources Department.

SI No.	Name of the relatives	Rank	Place of present posting with office / Division / Department
1	2	3	4

1.
2.
3.
4.
5.

CONTRACTOR

<u>Annexure-III</u>

(AFFIDAVIT)

(To be submitted in original in legal stamp paper duly registered)

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

2. The undersigned also hereby certify that, neither our firm …………………..nor any of its partners have abandoned any Forest Diversion Proposal 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 authorized and request (s) bank, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the authority 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 authority.

(Signed by an Authorized of the firm)
Title of Officer
Name of Firm
Date.

Annexure-IV

UNDERTAKING

(ON BIDDER'S LETTER HEAD)

Certified that I have visited the work site and acquainted myself with the site conditions for execution of the work. I understand that the work shall be executed as per latest guidelines of MoEF & CC, Government of India.

Signature of the Bidder

Name

Address

Date :_