



GOVERNMENT OF ODISHA,

FOREST, ENVIRONMENT
AND
CLIMATE CHANGE DEPARTMENT

DETAIL TENDER CALL NOTICE

FOR THE WORK

**Construction of Multiproduct Cluster Building at Kathakata
under Hadagarh (WL) Range.**

OFFICE OF THE DIVISIONAL FOREST OFFICER,
KEONJHAR WL DIVISION, ANANDAPUR.



**OFFICE OF THE
DIVISIONAL FOREST OFFICER, KEONJHAR WILDLIFE DIVISION, ANANDAPUR**

At/PO- Salapada, Dist- Keonjhar, Pin- 758020

Bid Identification No. DFO-KJR WL-01 of 2026-27

E-mail:dfo.keonjharwl@odisha.gov.in

No. 3073 //Dt. 20.07.2026

- 1. Name of the work :Construction of Multiproduct Cluster Building at Kathakata under Hadagarh Wildlife Range.**
- 2. Total No. of works : 1 (One) No.(Percentage Rate Tender)**
- 3. Estimated cost : Approx. Estimate Cost Rs.1619653.00**
- 4. Class of Contractor :‘C’ & ‘D’ Class**
- 5. Other Details :**

Procurement Officer	Bid Identification No.	Availability of Tender online for bidding		Last Date & Time of seeking tender clarification	Date & Time of opening of tender: Divisional Forest Officer, Keonjhar Wildlife Division, Anandapur	Date & Place of receipt of bid cost & bid security
		From	To			
1	2	3	4	5	6	7
Divisional Forest Officer, Keonjhar Wildlife Division, Anandapur	On line DFO-KJR WL-01 of 2026-27	24.07.2026 at 10.00A.M.	31.07.2026 Upto 5.30P.M.	30.07.2026 up to 05.30P.M.	03.08.2026 10.30 A.M.	1% of Estimated Cost

Further details can be seen from the website www.tendersorissa.gov.in & www.tenders.ori.nic.in

P. Panda

Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

Memo No.3074 /Date.20.07.2026

Copy forwarded to the Manager (Publications), I&P.R. Department, Odisha, Bhubaneswar for favor of kind information and necessary action. He is requested to please arrange for publication of the revised tender call notice in one English daily & consecutive issues in three local dailies Odia Newspaper for wide publication on or before 23.07.2026. The complementary copies of the same to be sent to this office for record (e-mail ID:dfo.keonjharwl@odisha.gov.in).

P. Panda

Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

Memo No. 3075 /Date.20.07.2026

Copy to Asst. Director, Printing, Stationary & Publication Odisha, Cuttack with a request for publication in the next issue.



Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

Memo No. 3076/Date.20.07.2026

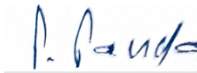
Copy submitted to the Principal Chief Conservator of Forests (Projects) and Project Director, OFSDS, OMBADC, SFTRI Campus Ghatikia, Bhubaneswar for favour of kind information and necessary action.



Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

Memo No. 3077/Date.20.07.2026

Copy submitted to the Field Director, Similipal Tiger Reserve-cum- Regional Chief Conservator of Forests, Baripada Circle, Baripada for favour of kind information and necessary action.



Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

Memo No.3078 /Date.20.07.2026

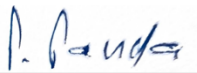
Copy forwarded to all Divisional Forest Officer (T & NT) Odisha for information and necessary action. They are requested to display the above said Tender Call Notice in their Office Notice Board.



Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

Memo No. 3079/Date.20.07.2026

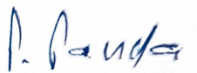
Copy forwarded to the Office-in-charge, National Information Centre, Keonjhar, Collectorate, Keonjhar with a request to upload the Tender Call Notice in the District NIC Portal at the earliest for wide publicity.



Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

Memo No. 3080 /Date.20.07.2026

Copy forwarded to the Range Officer Hadagarh (WL) Range for information and necessary action. He is instructed to display the above said Tender Call Notice in his Office Notice Board.



Enclose: As above.

Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

Annexure-I

Sl. No.	Name of work	Approximate estimated cost (In Rs.)	Cost of tender paper (in Rs.)	Class of Contractor	Bid Security EMD (To be Remitted Online)	Period of completion
1	2	3	4	5	6	7
1	Construction of Multiproduct Cluster Building at Kathakata under Hadagarh (WL) Range.	Rs. 16,19,653/-	6,000/-	'C' & 'D' Class	16197/-	90 (Ninety) Days

1. Bid documents consisting of Plans, Specifications, the schedule of quantities and the set of terms and conditions of contract of other necessary documents can be seen in the website: www.tenderodisha.gov.in.
2. The Bid documents will be available in the website: www.tenderodisha.gov.in from 10.00 AM on dt.24.07.2026 to 5.30PM on dt.31.07.2026 for online bidding.
3. The bidder must possess compatible Digital Signature Certificate (DSC)
4. Bids received on line shall be opened at 10.30 AM on dt.03.08.2026 in the office of the Divisional Forest Officer, Keonjhar Wildlife Division, Anandapur in the presence of the bidders who wish to attend, Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the date of opening as specified then, the bids will be opened on the next working day at the same time and venue.
5. The cost of bid documents as mentioned in the Tender Call Notice shall be deposited through online.
6. The bidder shall have to Submit 1% of estimated cost as EMD through online.
7. Other details can be seen in the bidding documents.
8. The authority will not be held responsible for any technical or network failure during on-line bidding.
9. The authority reserves all the rights to reject any or all tenders without assigning any reasons thereof.
10. If after opening of the tender it is seen that the rate quoted by more than one bidder is found to be equal & lowest, then the tender has to be decided through transparent Lottery system and the date of lottery will be intimated through E-Mail or Message.



Divisional Forest Officer,
Keonjhar Wildlife Division,
Anandapur.

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Whether furnished		Referenceto Page no.
		Yes	No	
01.	Cost of tender paper (Online)			
02.	All the E.M.D requirements mentioned in the DTCN.(Online) Rs.16,19,653/-			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender as per O.M. No.4559Dt.05.04.2021 of Works Dept., Govt. of Odisha.			
04.	Copy of valid Registration Certificate.			
05.	Copy of GST Registration Certificate (GSTIN)			
06.	Copy of PAN			
07.	No Relationship Certificate (Schedule –A)			
08	Work in Hand (Schedule –B)			
08.	Information regarding current litigation , debarring /expelling of the tender or abandonment Of the work by the tenderer(Schedule-E)			
(B)	Affidavit (Schedule-F)			
09.	Undertaking to the effect that he should abide all acts and rules on conservation of forests and wildlife for the time being in force for the Civil Work inside Reserve Forest			
10	List of Plants and equipments (Schedule-C)	Requirement	Owned/Hired	
1	Tipper/Truck	01no		
2	Concrete Mixer	01no		
3	Generator	01no		
4	Needle Vibrator	01no		
5	Plate Vibrator	01no		
6	Water tanker	01no		
7	Shuttering Plate (200Sq.m)	01no		

Signature of Contractor

Procedure to participate in online bidding e-procurement

GENERAL INSTRUCTION TO BIDDERS :-

1. Divisional Forest Officer, Keonjhar Wildlife Division, Anandapur on behalf of **Government of Odisha invites PERCENTAGE (%) RATE tender through e_Procurement for Building Works (New Construction) under Divisional Forest Officer, Anandapur in the District of Keonjhar as per annexure (available in website)**. The bid should be submitted on-line in the website www.tendersodisha.gov.in by eligible class of contractors of Government of Odisha or of equivalent class of other State Government/Railways/CPWD/MES. The bidders should have necessary Portal Enrolment (with his own Digital Signature Certificate). The registered bidders of outside Odisha can also participate in this process, after necessary Portal Enrolment, but shall have to subsequently undergo registration with the appropriate authority of the State Government before award of the work.

2. Eligibility Criteria:

The eligibility criteria for participation in this tender are given below. The tenderer(s) should go through these eligibility criteria before purchasing the tender documents. Tenderer(s) not fulfilling the eligibility criteria if submit the tender, can do so at their own risk, as the tender will be summarily rejected.

- i) An **affidavit** showing that the intending tenderer(s) should have-not abandoned any work nor their contract should have been rescinded during the last five years and the tenderer is not under any litigation with the Govt. presently.
- ii) The intending tenderer(s) should have the valid Registration Certificate of required class as mentioned in NIT on the date of purchase of tender paper.
- iii) The intending tenderer(s) should have up to date valid - **PAN Card, GSTIN Registration certificate**. No undertaking towards **GSTIN & PAN** card is acceptable.
- iv) A bidder shall not be preferred in ordinary case to bid for works in the R.W. Division responsible for award and execution of contracts in which his / her spouse's near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer/Executive Engineer/ Additional Secretary to Assistant Executive Engineer (both inclusive).
- v) Submission of more than one tender paper by a tenderer for a particular work will be liable for rejection of all such tender papers.
- vi) Inordinate delay in previously awarded works will render the bid rejected.
- vii) All schedules are mandatory to submit (Schedule-A to Schedule-F).

3. The bid for the work shall remain open for acceptance for a period of ninety days from the last date of receipt of bids. If any Bidder/Tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the E.M.D. deposited shall be forfeited.

Bid documents consisting of qualification information and eligibility criteria of bidder, specifications, the schedule of quantities and abstract of estimate of the work can be had from concerned Division office and in website www.tendersorissa.gov.in.

- 4 The bid for the work shall remain open for acceptance for a period of ninety days from the Last date of receipt of bids. If any Bidder / Tenderer withdraw his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, they will be suspended for the times specified in the tender documents (minimum 180days with blacklisting).
5. **The scan copy of affidavit regarding correctness and Authentication must be uploaded online.**
6. The tenderer should go through the **eligibility criteria** of DTCN before uploading the documents through online.

7. **The bidder subject to be disqualified if they have:** - record of poor performance such as abandoning the works, not properly completing the previous contract with the organization, inordinate delays in completion of other projects, Litigation history or financial failures.
8. Govt. of Odisha, Works Department has been placed to fix the **Additional Performance Security** vide office memorandum No. **07764600022025173/W., Bhubaneswar dt.03.01.2026**. After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security (APS)** system:
9. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:
 - I. **Where the bid price is below 0% but not below 10% of the project cost put to bid**, no additional performance guarantee/security percentage is required.
 - II. **Where the bid price is below 10% but not below 20% of the project cost put to bid**, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
 - III. **Where the bid price is 20% or more below of the project cost put to bid**, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
 - IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - V. The additional performance security shall be treated as part of the performance security.
 - VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
 - VII. These amendments shall take effect from the date of issue of the O.M.
 - VIII. Accordingly, the relevant existing codal /contractual provision stands modifies with effect from the date of issue of this O.M.
 - IX. This has been concurred in by the Finance Department vide **File No. FIN-WF1-MISC-0102-2025**

4. Other Terms and Conditions.

The tender should be submitted On-line

(A) Only those bidders who successfully remit online 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 pending or failure.

(B) Cost of Tender Paper:- Cost of The bidders shall transfer online the cost of tender paper through payment gateway of designated Banks as tabulated in column 4 of Annexure-I as part of its bid through a process as per works Deptt. Office Memo No-17254 Dt. 05.12.2017 which is attached herewith in the DTCN.

(C) Earnest Money Deposit:- The Earnest Money Deposit/Bid Security shall be transferred by the bidder online as tabulated in column 6 of Annexure-I as part its bid through payment Gateway of designated Bank as per works Deptt. Office Memo No-17254 Dt. 05.12.2017 which is attached herewith in the DTCN

Rate quoted by the contractor shall be excluding GST. The GST as applicable for the work contract shall be payable to the contractor on each bill amount on production of tax invoice. The prevailing rate of GST on the gross amount of bill will be deducted from the contractor bill as tax deduction at source (TDS) as per rule.

All documents should be produced in very clear and legible manner and free from any ambiguity. Any deviation to the above will render the tender to be rejected summarily.

5. The 10% Price preference is applicable to the SC/ST bidder as per OPWD Codal provision.
6. It should be noted by the intending bidders that to qualify for a tender as invited in this Notice, their eligibility will be considered as per the documents submitted/enclosed with tender papers.
7. Bidders may offer any discount/rebate over their bid price in the tender.
8. Joint venture/consortium agreements/MOU are not allowed to participate in the bid.
10. Rate quoted by the contractor shall be excluding GST. The GST as applicable for the work contract shall be payable to the contractor on each bill amount on production of tax invoice.
11. The prevailing rate of GST on the gross amount of bill will be deducted from the contractor bill as tax deduction at Source (TDS) as per rule.
12. While participating in the tender process, it should be borne in mind that a clause for defect liability

Period for One year (1 Year) will be incorporated with approval of competent authority.

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

Procedure to participate in online bidding

e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (ii) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process. Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

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

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

c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption. d. The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and 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 authorized signatory is used in the portal.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control. 7

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

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

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

1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.

1.7. The details of drawings and documents pertaining to the RURAL WORKS available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Materials duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website www.tendersodisha.gov.in, notice board and through paper publication and such notice shall form part of the bidding documents.

1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to 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 uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected 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 NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the online bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 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.

2.2 Deleted.

2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

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

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

3. FORMAT AND SIGNING OF BID:

(Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder 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.

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

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

3.2.1. The bids once submitted 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.

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

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his 9 bid security shall be forfeited.

SUBMISSION OF BIDS:-

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

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

3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

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

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

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

3.9. 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.

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

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

3.12. The bidder should check the system generated confirmation statement on the status of the submission. 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

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

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

3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

3.17. The 'Online bidder' shall digitally sign on all 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:

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

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

5. DEADLINE FOR SUBMISSION OF THE BIDS :

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

RESUBMISSION AND WITHDRAWAL OF BIDS :

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

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

5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6. LATE BIDS :

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

7. MODIFICATION AND WITHDRAWAL OF BIDS :

7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the

system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and 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 their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire. 11

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

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

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

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

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

EVALUATION OF BIDS:-

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

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

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

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

8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor. 8.7 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. 12

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

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

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

8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first. 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

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

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

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

9. CLARIFICATION AND NEGOTIATION OF BIDS:

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

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

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional 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 RURAL 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/ 13 proprietor , he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

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.

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<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 eProcurement 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 RURAL 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. 16

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 account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

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

e) 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 authorized Banks for mapping/ customization.

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

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

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

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

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

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

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

11. Role of National Informatics Centre :

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

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

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

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

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

12. Role of Cyber Treasury :

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

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

13. Redressal of Public grievances :

a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber 18 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.

DETAILED TENDER CALL NOTICE

(FOR BUILDING WORKS)

1. E-Procurement tender are invited from the registered P.W.D. eligible contractors (Specified in tender call notice) in prescribed form to be eventually drawn in P.W.D. form No. P1 and called by the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur start from **24.07.2026 10.00Am to 31.07.2026 up to 17.00Pm** within the said fixed date for the above noted work and will be opened on **03.08.2026** by the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur in the presence of the tenders or their authorized agents **at 10.30 AM** for the work amounting to Rs. **(As per Tender Notice enclosed)** against each work.

2. The tenderers should please note that the work will have to be completed within the time as mentioned in Annexure-I commencing from the date of issue of work order. Tenderers are required to submit detail programme of works along with the tender which they consider necessary keeping in view of the clause 2 of the P.W.D. Form No. F2. Without these programmes of works, the tender will be considered defective. Authority for acceptance of tenders would rest with DFO, Anandapur.

3. The tender should be accompanied with an affidavit on the tender towards authentication of tender documents.

4. (a) The plan & specifications for the work can be seen at the office of the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur during working hours on any day. Complaints at a future date that the plan and specifications have not been seen cannot be entertained.

(b) All other information s can be obtained on application to the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur.

(c) The bidders desiring to participate in online bidding must possess compatible Digital Signature Certificate of Class-II or Class-III. The website for online bidding is <https://tendersodisha.gov.in> . One bidder can submit only one bid for each of the works for which tender invited in this notice in his own DSC. Submission of more than one bid for any particular of work by a bidder through different DSC or through his own DSC for a particular tender will be liable for rejection of all such tenders.

(d) If L1 bidder does not turnup for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfills, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is blacklisted, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the state.

6. (i) The tenderer whose tender is selected for acceptance shall within a period of seven days upon written information being given to him of acceptance of his tender make an initial security deposit @ 1 % (One Percent) of the tendered amount so that the earnest money and initial security deposit will be 2% of the tendered amount as shown in clause 3 above and sign the agreement in the P.W.D. Form No. F2 (Schedule XLV No. 61) for due fulfillment of contract in the office of the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur. The security deposit, together with the earnest money and the amount withheld according to the provision of F2 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until; the required amount of security money is deposited. The written agreement to be entered in the between the Contractor and the Government shall be the foundation of rights of the parties 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 authorised to enter Into the contract on behalf of the Government. The Department will accept the security deposit In me form of N.S.C. KVP/POTD A/c, Postal time Deposit Pass book duly pledged to the DFO, Anandapur and in no other form. In case of tenderers who have made fixed deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

7. The rates should be quoted in words and figures and the units in words otherwise the tender will be liable for rejection. In case of discrepancy between words and figures, the word shall prevail and in case of discrepancy between unit rate and total. the unit rate shall prevail. The rates should be quoted in Rupees and paise but not in Rupees and annas. The tender shall be written legibly and free from erasures, overwriting or conversion of figures. Correction where unavoidable should be made by scoring out initialing dating and rewriting. The tender should also Show total of each page and grand total of whole tender.

9. The contractors shall be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of state GSTIN & PAN Card, Ferry & Tollage charges and Octroi Taxes are to be paid by Contractor.

10. The tender may not at the discretion of the competent authority be considered unless accompanied by attested copies of GSTIN, PAN Card. non assessment certificate as the case may be and the original certificate produced before the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur at the time of opening of the tender.

11. If the contractor removes any materials or stock so supplied to him from the site of work with a View to disposing of the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contractor be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty so imposed shall be recovered from any sum that may then or at any time there after become due to the. contractor or from his security or from the proceeds of sales thereof.

12. The contractor should be fully liable to indemnify the department for payment of any compensation under "Workman" compensation Act. VII of 1023 on account of the workmen being employed by him and the full amount of compensation paid will be recovered from the contractor.

13. Every tender must examine the detailed Specification of Orissa before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase or decrease shall in no case invalidate contract or rates. It shall be definitely understood that the Govt. do not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or additions or deductions and such omission deduction shall in no case invalidate the contract and no extra monetary compensation will be entertained.

14. The following materials will be supplied by the Department to the contractor at P.W.D. Godown atthe rates inclusive' of storage charges as noted against each. After issue it will be contractor's responsibility for safe custody and upkeep of materials. He has also to bear incidental charges such as transportation, storage handing and return of empty cement bags and empty paint dumps at the issuing stores. His rate quoted for the work is to be inclusive of all such charges.

(a)Cement Bags @ Rs..... (Rupees.....) per quintal excluding cost of empty gunny bags.

(b) M.S Rod will be supplied @ Rs.....(Rupees.....) per quintal.

(c) Maxphalt @ Rs..... (Rupees.....) per M.T excluding cost of container

(d) Paints @ Rs..... (Rupees.....) per liter excluding the cost of container

(e) Cement Paint @ Rs..... (Rupees.....) per Kg excluding the cost of container

(f) Primer @ Rs..... (Rupees.....) per liter excluding the cost of container

(g) W.I. clamps @ Rs..... (Rupees.....) each number.

(h) Departmental choukath and shutter will be supplied at the store yard at free of cost.

OR

Department will not supply any materials what so ever for the work. The tenderer shall be financially solvent and stable for advance procurement of all materials required for the work vide Government of Orissa Finance Department Memo. No.48443/F Code-46/95 dated 11.12.1995.

15. All the materials which are to supplied from P.W.D stores will be as per the availability of stock and the contractor will have to bear charges of strengthening, cutting, joining, welding, cranking, hooking etc. of M.S Rods or Tor steel to required size. No. cut pieces of M.S Rods, M.S angles Tees & joists etc. less than one Meter in length will be accepted back as surplus and all these will be contractor's Property. After issue from

the P.W.D stores, the materials will be under the custody of the contractor and the contractor will be responsible for the safety and storage.

16. Empty cement bags empty paint drums etc. are to be returned in good and serviceable conditions at the issuing stores failing which Rs Rupees only will be recovered per bag and per drum respectively from the contractor.

17. All reinforced cement work should confirm to Orissa Details standard specification & should be of grade M 150 and M 200 equivalent to nominal proportion 1:2:4 / 11:1.5:3 having minimum compressive strength in work test of 150 kg.Cm² / 200 Kg Cm² in 15 cm. cubes at 28 days after mixing and test conducted in accordance with 1:S-456&516 using 12 mm to 20 mm size hard black crusher broken granite chips(20 mm size not to exceed 25%)

18. Shuttering and centering shall be with seasoned sal wood planks and the inside of which shall be lined suitable sheeting and made leak proof and water tight or alternatively steel shuttering and centering may be used.

19. The selected contractor may take delivery of departmental supply of materials according to his need for the work issued by the Sub Divisional Officer in charge of the work. The contractor shall make all arrangements for proper storage of materials but no cost for erecting shed for the storage of materials and pay of watchmen etc. will be borne by the Department. These are all to be borne by the contractor. The Department is not responsible for considering the theft. of materials at site. It is contractor's risk. Under any such plea if the contractor stops the work he shall have to pay to the full penalty as per clause of the F2 contract.

20. For the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered in to within the State of Orissa and it is agreed that neither partly to the contract nor the agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Orissa.

21. After the work is finished all surplus materials and debris are to removed by the contractor and preliminary work such as GSTIN, mixing platform etc. are to the dismantled and all the materials are to be removed from the site. The ground upto 15M wide from the building should be cleared and rough dressed. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.

22. The contractor shall not interfere with the execution of water supply or Electrical fittings arrangement and any other works entrusted to any other agency by the department at any time during the progress of the work.

23. The Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

24. The Contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.

25. Baling out water from the foundation either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars profiles and benching and leveling ground. where required. The rate quoted should be for finished items of work inclusive of these incidental items of work.

26. All the quantities mentioned in the schedule are combined for ground floor and multi floors in case of multistoried buildings and the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.

27. Cement concrete in roof slab beams etc. wherever prescribed by the Engineer in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixers, vibrators, pumps etc for the purpose.

28. It should be understood clearly that no claim what so ever will be entertained

29. The tenderer shall have to abide by the C.P.W.D. safety code rule introduced by the Government of India Ministry of Works, Housing and supply in their standing orders No. 44 to 50 dated 25.11.57 which can be seen in the office of the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur during working hours and days.

30. Tenderers are required to abide by the fair wage clause as introduced by the Government.

31. The Contractor quote abnormally low rates for same items & the Department decided to accept his tender then the Department would have the description or with holding the differential cost between such highly low rates item and schedule of rates for their payment due against other items will such low rates items are completed

32. The department will have the right to supply at any time in the interest of work any departmental materials to be used in the work, in addition to those mentioned in clause No.13 and the contractor shall use such materials without any controversy or dispute on that account. The rate of such materials will be at the stock issue rates fixed by the Department plus storage charges or market rates whichever is higher.

33. The contractor will be irresponsible for the loss or damage of departmental materials equipments supplied to him under clauses 13, 30 and 32 during execution of the work due to reason whatsoever and cost of such materials will be recovered from him at the prevailing stock issue rates plus storage charges or market rates whichever is higher.

34. The contractor should arrange at his own cost necessary tools and plants machines concrete mixer & Vibrators and other machineries such as pumps etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of such plant and cost of consumable. The Dept. may supply the required T&P if available on application of contractor on usual hire charges fixed by the C.E. (R&B) Orissa, from time to time.

35. The contractor will have to submit to the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur monthly return of Labour both skilled and unskilled employed by him on the work.

36. The tenderers are required to go through each clause of P.W.D Form No.F2 carefully in addition to clauses mentioned herewith before tendering

37. No part of the contract shall be sublet without written permission of the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf. .

38. No tender documents will be sold to the intending contractor after the last date stipulated for sale of tender paper.

39. If further necessary information is required the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur will furnish such. but it must be clearly understood that tenders must be received in order and according to the instructions.

40. Cement shall be used by bags and weight of Cubic meter of cement being taken as 14.42 quintals.

41. In the event of any delay due to Department in supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any such circumstances, for with the application for extension of time submitted by him.

42. (a) "Before issue of the above materials to him the contractor shall furnish Bank Guarantee of any of the Nationalized Banks located at..... for a sum equal to the cost of materials. The Bank Guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and the cost thereof recovered from his bill(s) in full. If the materials are partly utilized the unutilized materials are returned by him to the Department in full and in good conditions and receipt thereof duly acknowledge by the concerned Departmental Officer".

43. No contractors will be permitted to furnish their tenders in their own manuscript papers.

44. Every tender is expected before quoting his rates to inspect the site of proposed works. He should also inspect the quarries and satisfy himself about the quality, availability of materials medical aids labour food stuffs etc, and the rates should be inclusive of all items of work. In every case the materials must comply with

the relevant specifications and samples of stones, metals, chips, etc. and other materials to be used are to be deposited in sealed bags duly labeled noting the name of quarry under dated initials by the tenderer for approval of the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur.

45. Government will not however after acceptance of contract rate pay any extra charges for lead or any other reason in case the contractor is found later on to have misjudged the materials available.

46. All fittings for doors and windows if supplied by the Contractor should be of best quality and should be got approved by the Divisional Forest officer, Keonjhar Wildlife Division, Anandapur before they are used on the work.

47. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.

48. (a) The contractor shall have to furnish a certificate in the prescribed proforma enclosed herewith along the tender to the effect that he is not related to any officers of P.W.D. of rank of Assistant Engineer and above and any officer of the rank of Assistant Secretary and above of the Department.

CONDITIONS OF CONTRACT

Clauses of F2 Contract

Clause 1 All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any deduction or sale as aforesaid, the contractor shall within 10 days thereafter 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.

Clause –2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall through out the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay as compensation, an amount equal to ½ % on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates. The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorized agents, are fully complied with by the contractor to the Executive Engineers satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month:

Compensation
for delay

to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed; one half of the work, before one half such time elapsed, and three fourth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every 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 exceeds 10 percent on the estimated cost of the work as shown in the tender.

- b)**
- i)** To rescind the contract of which rescission notice is writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence. 20% of the value of left over works will be realized from the contract as penalty.
 - ii)** Security deposit of the contractor shall be refunded only **24 calender months** after the date of completion of the 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 Executive Engineer by clause 2 hereof shall have become exercisable and the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable. In the event of any future case of default by the contractor of which by any clause or clauses he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Executive Engineer

Contractor remains
liable to pay
compensation if
action not taken
under clause

Power to take
possession of or
require removal
of or sell
contractors

putting in force vested him under the preceding clauses he may, if he so desire, take possession of all or any tools, plants, materials and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof, shall be final otherwise the Executive Engineer may by writing to the contractor or his clerk of the works, foreman or other authorised be require him to remove such tools, plants, materials or store from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and his risk in all respects, and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final conclusive against the contractor.

Clause 4

If the contractor shall desire an extension of the time for completion of the work, on the ground of his having unavoidable hindered in its execution engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereon, authorize such extension of time, if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for delay.

Extension of time

Clause 5

On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (here in after call the Engineer-in-charge) to be completed until the contractor shall have remove from the area of the premises to be distinctly marked by the Executive Engineer in the site plan on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors windows, floors or other part of any building in upon or about which the work is to be executed, or of which he may have possession for the purpose of the execution thereof nor until the work shall have been measure by the officer of the Public Works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractors shall fail to comply with requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion of the works, the Engineer-in-charge mat 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 dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Final Certificate

Sub-Clause 5

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

Clause 6

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

Payment on intermediate certificate to be regarded as advance & Bill to be submitted.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such immediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for the work actually done and completed, and shall not preclude the required of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any par thereof in any respect, or the

Deduction of Security deposits from Contractor's bills

actual of any claim nor shall it conducted, determine, of effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Clause 7 The final bill shall be prepared by the office of the Public Works Department in accordance within one month of the date fixed for completion of the work.

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

Preparation of Final
Bill deposits from
Contractor's bills

Store supplied by the
Government

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

Clause 8-(b) Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the department and the contractor is therefore, required to keep himself in touch with the day today position requiring the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that there may not remaining idle nor may there be nay other claim due to or arising from delay in obtaining the materials it should be clearly understood that no monetary claim what so ever shall entertained by the Government on account of delay in supply materials. However extension by the contractor vide also clause-5.

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

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

Clause 10 The Engineer in charge shall have power to make any alternation on or addition to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge a such alternation shall not invalidate the contractor and any addition work which the contractor may be directed to do in the manner above speciational work as part of the work shall be carried to do in the contractor on the same condition in all respects on which he agreed to the main work. The time for the completion of the work shall be extended in the proportion. And if the addition work included any

Alteration in
specification
and designs do
not invalidate
the contract.

Extension of time
in consequence
of alterations.

class work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of the date of his receipt of the order to carry out the work seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

No deviation from the specification stipulated in the contract not addition items of work shall any altered addition or substitution work be carried out by him unless the rates of the substitution altered or additional item have been approved and fixed in within by the Engineer-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15 days of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Rates of work not in estimate or schedule of rate, of the District

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

Clause 11

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

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

Clause 12

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

Action and compensation payable in case of bad work.

Clause 13

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection or supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at

Contractor or responsible agents to be present.

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

Work to be open to inspection.

Clause 14

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

Notice to be given before work is covered up.

Clause 15

If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatever or any imperfection become apparent in it within 24 months from the date of final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at anytime thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor liable for damage done and for imperfection for 24 (Twenty Four) months after certificate.

Clause 16

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

Contractor to supply plant, ladders, scaffolding etc.

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

Clause 17

No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years, and shall pay to each labourer of the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

The Executive Engineer shall have the right to enquire into the decided any complaint alleging that the wages paid by the contractor to any labourer of the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

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

(b) The contractor shall employ one or more Engineer Graduate or Diploma holder as apprentices at his own cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentice's will be selected by the Chief Engineer, The period of employment will commence within one month after the date of work order and

would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should be not less than Rs. 2,50,000.00, the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

(c) Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the state of Orissa, like-wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to state of Orissa. The employment of such graduate engineers and diploma holders under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any state government or central government service, public sector undertakings, private companies and firms or be ineligible for appointment of Govt. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the state Govt. of Orissa. The Chief Engineer, Roads, Orissa may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought for by the contractor. The name of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with such tender as to who would be supervision the work.

Employment of
Graduate
Engineers and
Diploma Holders

Each bill of the special class or 'A' class contractor shall be accompanied by and employment tool of the engineering personnel together with a certificate of the Graduate Engineer or Diploma holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Work not be
sublet.

Clause 18

The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or subject his contract, or attempt to do so, or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity gift, loan, perquisite reward or advantage pecuniary or other wise, shall either directly be given. Promised or offered by the contractor, or any of his servant or agents to any public officer or person in the employ of Government in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same concurrence shall ensure as if the contract had been rescinded under clause-3 hereof and in addition the contractor shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

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

Clause 19-

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

Sum payable by way of
compensation be considered
as reasonable without
reference to actual loss

Clause 20

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

Change in constitution
of firm

In case of failure to notify the change in the constitution within fifteen days, the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as it the contract has been rescinded under clause -3 hereof, and in addition the contractor shall not be entitled or recover to be paid for any works therefore actually performed under the contract.

Clause 21

All works to be executed under the contract shall executed under the direction and subject to be approval in all respect of the Superintending Engineer of the circle for the time being who shall entitled to direct at what point or points and in what manner they are be commenced and from time to time carried on.

Clause 22	Deleted.	
Clause 23	When the estimate on which a tender is made include lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in the Engineer-in-charge mat by his discretion pay the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive the provision of this clause.	Lump sums in estimate
Clause 24	In the case of any class of work for which there is no such specification as is mentioned in rule I such work shall be carried out in accordance with the circle specification and in the event if there begin no circle specification then in such case the work shall be carried out in all respect in accordance with the instruction and requirements of the Engineer-in-charge.	Action where no specification
Clause 25	The expression “work” or “works” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the work by or virtue or permanent and whether original altered substitute or additional.	
Clause 26	Government shall be entitle to recover in full from the contractor any amount that the Government may be liable to pay under workmen’s compensation Act VIII of 1923, to any workman employed in a course of executive of any part of the work covered by these contractors.	Definition of works
Clause 27	That for the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the state of Orissa and it is agree that neither party to the contract or agreement will be competent to bring a suit in requota the matters covered by this contract at place outside the state of Orissa.	
Clause 28	The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully structure of found defective in their opinion.	
Clause 29	Sanitary arrangement will be made by the contractor at this own cost for his labour camp.	
Clause 30	The contractor shall bear all taxes including sales tax income tax royalty fair weather changes and tollage where necessary.	
Clause 31	After the work is finished all surplus materials and debris to be removed by the contractor and preliminary work such as vats, mixing platforms etc. are to be dismantled and all materials removed form site. The ground up to 30 m. (100 feet wide from the building should be cleared and dressed.	

Clause No 31 (As per Works Department Memorandum L.No 07556900242019-15847/W Dtd19.11.2019)

PROPOSAL FOR PRICE VARIATION CLAUSE DUE TO INCREASE OR DECREASE IN RATE OF MINIMUM WAGES, PRINCIPAL MATERIALS, POL & OTHER MATERIALS TO BE INCORPORATED IN CONDITIONS OF CONTRACT.

I) Escalation clause will be applicable as per Govt. of Odisha O.M.N.O. 15847

dtd – 19.11.20219 enclosed as annexure (iv)

ii) Price Preference for SC & ST Contractors will be applicable as per Govt. of Odisha

O.M.N.O. 10224 dtd – 1.09.2015 will be Encorporated in conditions of contract.

FAIR WAGE CLAUSE

Clause 33

- (a) The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labour for work done by such labour fair wages.

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

The Executive Engineer shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to pay labour for work done by such labour is less than the wages as per the sub-paragraph (a) above.

- (b) The contractor shall notwithstanding the provision of any contract to contrary, cause to be paid a fair wages to labourers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or clause to be completed with all regulations made by Government in regard to payment of wages period deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.
- (d) The Executive Engineer or Sub-divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made from his or their wages, which are 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 Orissa, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his subcontractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

Orissa P.W.D Electricity Department contractor's labour Regulations.

1. Short Title – These regulations may be called “The Orissa Public Works Department/ Electricity Department contractor's Regulations”
2. Definitions- In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say-

- (1) "Labour" means works employed by a contractor of the Orissa Public Works Department/ Electricity Department directly or indirectly through a subcontractor or other person, by an agent on his behalf.
- (2) "Fair wages" mean wages whether for the time of piece work described by the state Public Works Department/ Electricity Department for the area in which the work is done.
- (3) "Contractor" shall include every person whether a subcontractor or headman or Agent employing labour on the work taken on contract.

- (4) "Wages" shall have the same meaning as defined in the payment of wages Act,

and include item and piece rate wages, if any-

3. Display of notice regarding wages etc-

The contractor shall –

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

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

4. Payment of wages-

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

5. Fixation of wages period-

- (1) The contractor shall fix the wage period in respect of which the wages be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workmen employed on the contract shall be paid before the expiry of the days, after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (5) All payments of wages shall be made on working day

6. Wage book and wage card etc-

- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars-
 - (a) Rate of daily or monthly wages.
 - (b) Nature or work in which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.

(e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.

(f) Wage actually paid for each wage period.

(2) The contractor shall also maintain card for each worker employed on the work.

(3) The Executive Engineer may grant an exemption from the maintenance of wage bond wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 10 persons of the work.

7. Fines deduction which may be made from wages-

(1) The wages of a worker shall be paid to him without any deduction of any kind except the following-

(a) Fines

(b) Deductions for absence from duty i.e. for the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

(c) Deduction for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.

(d) Any other deductions which the Orissa Government may from time to time allow.

(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines etc-

(1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such Register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

(2) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places in the work.

9. Preservation of Register –

The wage register, the wage cards and the register of fines, deduction required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.

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

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

11. Report of Labour Welfare Officers-

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

12. Appeal against the decision of Labour Welfare Officers-

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to be Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of Registers –

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

14. Submission of return –

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

15. Amendments –

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

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

(h) 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.

(i) The contractor shall submit by the 4th& 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the precedent month and the first half of the current month respectively (1) the number of labour employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage injury caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause K and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs.50/- for each default to materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to contractor amount levied as fine.

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

GENERAL CONDITIONS

1. Drawings & Specifications

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost.

Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorized representative shall at all reasonable times have access to the same.

2. Contractor's Responsibility.

- a) The contractor shall provide at his cost everything necessary for the proper execution of the RURAL WORKS according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.
- b) Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the RURAL WORKS shall be brought to the notice of the Engineer-in-charge immediately for his decision All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.
- c) All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in charge before incorporation in the RURAL WORKS.
- d) The Engineer-in-charge may from time to time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.
- e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.

a) Alteration / Addition & Omissions

The Engineer-in-charge shall make any variation of the form, quality or quantity of the RURAL WORKS or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or allot followings : .

- a) Increase or decrease the quantity of any work included in the contract
- b) Omit any such work.
- b) Change the levels, lines, position and dimensions of any part of the RURAL WORKS, and
- d) Execute additional RURAL WORKS of any kind necessary for the completion of the work. No such variation shall in any way ratify or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.
- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice. Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not vitiate the contract, but be adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates

4. Valuation of variations

- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage or proportion shall apply to all items or RURAL WORKS in the prices schedule as also for valuation of variation.
- b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtue of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, from any approved schedule with the various elements valued at local market price plus 15 (fifteen) percent towards over-heads.

5. The Offers are also to include

- a) To supply all materials, labour, supervision, services, supports, scaffoldings, approach BUILDING, construction equipments, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.
- b) To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and schedule of quantities.
- c) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.
- d) Providing shoring and shuttering to avoid sliding of the soils and removal of the same or completion.
- e) De-watering as required and directed.
- f) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately usable and disposal of surface earth and materials from site as directed.
- g) Curing of all concrete and cement RURAL WORKS as per specification and direction,
- h) Centering, shuttering as required for all concrete work.
- i) Bending, binding, tying the grill & placing in position, including supply of all materials &labour etc.
- j) To provide water and power required for construction testing and commissioning,

k) Testing of materials and RURAL WORKS as per specification and direction

Approved

**Divisional Forest Officer,
Keonjhar Wildlife Division, Anandapur**

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S.269/255 (However the grade of cement to be selected by the Range Officer in Charge of work and complex cube test before common cement of work in each batch).
2.	Steel	I.S.432 (Plain) and 1785 (Tor)
3.	Vibrator	I.S.7246
4.	Aggregate	I.S.383, I.S.515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S.456 and I.S.2025.
6.	Sand/Fine Aggregate	I.S.2116,383
7.	Binding wire	I.S.280 (galvanized minimum 1 mm)
8.	Rain water pipe	I.S.2527
9.	Construction joints	I.S.3414
10.	Steel Window Frame	I.S.1038/83
11.	Steel Door Frame	I.S.4351/75
12.	Fitting & Fixtures for journey works	Conforming to I.S.7452/82 strictly conform to I.S. specification and as per direction of Range Officer in Charge.

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

ITEM OF WORK

- i) Concrete shall be with conformity to I.S.456.
- ii) Foundation shall be with conformity to I.S.1080.
- iii) Stone masonry(R.R.) shall be with conformity to I.S.1597(Part-I)
- iv) C.R. Masonry shall be with conformity to I.S.1597.
- v) Brick masonry shall be with conformity to I.S.2212.
- vi) Cement plastering shall be with conformity to I.S.9103&6925.
- vii) Mortar shall be with conformity to I.S.2250
- viii) White and color washing shall be with conformity to I.S.6278.
- ix) CC in foundation shall be with conformity to I.S.2571.
- x) Anti-Termite Treatment shall be with conformity to I.S.6813. (Part-I & Part-II)
- xi) Painting to all surfaces shall be with conformity to I.S.2395(Part-I & Part- II)
- xii) DPC shall be with conformity to I.S.3067
- xiii) Tar felt treatment shall be with conformity to I.S.1346
- xiv) Mosaic flooring with conformity to I.S.2114
- xv) Steel painting shall be with conformity to I.S.1477 (Part-I & Part-II) I.S.1661
- xvi) **The required wooden materials should be procured from the OFDC Ltd. Or any Govt. authorized timber depot and backed by supporting documents.**

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

I/We here by certify that I/We*am/are***related/not related** (*) to any officer of Forest Department and any officer of the

rank of Assistant/ Under Secretary and above of the Forest Department, Govt. of Odisha. I/We*am/are*aware that, if

the facts subsequently proved to be false, my/our* contract will be rescinded with for feature of E.M.D and security

deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation. I/We also note

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

(*)-Strike out which is not applicable

Signature of Tenderer

Date: -

SCHEDULE - B

EXISTING COMMITMENTS AND ON-GOING WORKS :

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (₹. In lakh)	Stipulated Period of Completion	Value of works* remaining to be completed (₹. In lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

*The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer or equivalent. In case of there is no existing commitment and ongoing works, the bidder will furnish a declaration in shape of affidavit that he has no work in hand in schedule B.If it found in correct the bid shall be summarily rejected.

Signature of the Tenderer

Date.....

Schedule “C”

**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)**

List of plants and equipments Requirement Marks

	List of Plants and equipments	Requirement	Owned/Hired
1	Tipper/Truck	01no	20 mark
2	Concrete Mixer	01no	20 mark
3	Generator	01no	10 mark
4	Needle Vibrator	01no	10 mark
5	Plate Vibrator	01no	10 mark
6	Water tanker	01no	20 mark
7	Shuttering Plate (100SqM)	01no	10 mark
	Total		100 Mark

Minimum Pass marks for qualification – 80

NOTE :

1. Capacity of each plant and equipment should be as per specification attached separately.
2. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
3. The equipment mentioned above must be included in Schedule “C” and clearly indicated as “Owned/leased.”
4. Apart from the above list, all other machinery/ equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
5. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be retained.

Signature of the Tenderer

Date.

SCHEDULE-"E"

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF

WORK BY THE TENDERER

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

Note:

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

Signature

SCHEDULE – F

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)
Title of Officer
Name of Firm
Date:

UNDERTAKING FOR WORKING IN FOREST AREA

Bid No.: **Bid Identification No. DFO-KJR WL-01 of 2026-27**

[Insert complete name and address of the Authority/Employer/ Tender Inviting Authority]

The undersigned Undertake that:

I shall abide all act and rules on conservation of forests and wildlife for the time being in force like-

- i. No damage to re generation of Plantation.
- ii. **No felling of trees.**
- iii. No camp inside the Reserve Forest area.
- iv. **No setting of Fire.**
- v. No damage to wild animal
- vi. **Other rules and acts.**

Signature

BIDDERS CONTACT INFORMATION

Name of the Bidder :

Address :

Telephone No. :

Mobile No. :

E-mail Id :

Signature of Bidder