Bid/ Tender Reference No.:DH/RKL/CIV/E-04/2026-2027

ISO 9001 & 14001 CORPORATION

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE WORK

Name of the Work: Construction of RCC Retaining wall for the internal Road of MSME park at Riun (Reuna) in District , Sundaragada.

(% based Tender)

Estimated Cost Put To Tender: Rs. 69.19 lakhs (Approx.)

Divisional Head
IDCO, Rourkela Division

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Er.Jogendra Kumar Bhoi,
Divisional Head (I/C)
IDCO, Rourkela Division
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File No. IDCO/RKL/ CIV/E/1966/2026-2027/1449 **Date: 01.10.2026**

INVITATIONS FOR BIDS (IFB)

Bid / Tender Reference No: DH/RKL/ CIV/ E –04/2026-27

The Divisional Head, IDCO, Rourkela Division ,Raurkela, invites Percentage **rate bids** in Double cover system in online mode only, for the following work.

Sl. No.	Name of Work	Value of work (Approx.)	Divisional Head With Headquarters	Bid Security (In ₹.)	Cost of document (In ₹.)	Period of Completion	Class of Bidder
1.	Construction of RCC Retaining wall for the Internal Road of MSME Park at Riun (Reuna) in Districrt, Sundaragada.	₹.69.19 Lakhs	Divisional Head, IDCO, Raurkela Division	Rs.69189.00/- (Online).	₹ 10000/- +18% GST (Online)	06 (Six) Calendar Months	**"B"** class contractors of PWD & Equivalent class of other Departments.

1. Bid documents such as DTCN / BoQ etc. can be seen / downloaded from **www.tendersodisha.gov.in** during the period from **17:00 Hours of dt. 15.10.2026 to 17.00 Hours of dt. 30.10.2026**
2. Online bids shall be received till **17:00 Hours** of **dt. 30.10.2026**
3. Bidders are required to furnish EMD and Tender fee both in online mode only within the bid submission period.
4. The technical bids will be opened at **11.30 Hours** of **dt. 31.10.2026** the office of the Divisional Head, IDCO, Raurkela Division.
5. The bidder must possess compatible Digital Signature Certificate (DSC) of Class – II or Class – III.
6. The authority reserves the right to reject any or all bids without assigning any reason thereof.
7. Corrigendum or Addendum if any will not be published in newspapers and can be seen in e-procurement portal as well as in IDCO website.

Sd/-
Divisional Head
IDCO, Raurkela Division

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Reference to DTCN Clause No	Whether furnished		Reference to Page no
			Yes	No	
01.	Cost of tender papers**Rs.11,800/-**including GST (To be paid Online)	**No.4 & 5(i)**			
02.	Cost of Bid Security **Rs.69189/-**(To be paid Online)	**No.5(i) & 20**			
03	Additional Performance Security as per OPWD Code	**No .62**			
04.	Copy of valid Registration Certificate and Check List	**No.5 (i) & 21**			
05.	Copy of GSTN Registration Certificate along with previous year GST return statement.	**No.5 (i) & 21**			
06.	Copy of PAN Card	**No.5 (i) & 21**			
07.	E.P.F registration certificate with latest challan for the month(any one from amongst the months July 2026 to September- 2026)	**No.5 (i) & 21**			
08.	No Relationship Certificate in **Schedule – A**	**No.35**			
~~09.~~	~~Works Experience: List of projects under execution / executed that are similar in nature to the work (**Schedule- B**)~~	~~**No.112 (h)**~~			
~~10.~~	~~Works Experience: List of projects successfully completed / executed that are similar in nature to the work. **Information in Schedule D is mandatory. Bidders should furnish all the information in Schedule- D as prescribed in the DTCN and in no other formats, failing which the bid shall be treated as non-responsive and shallsummarily be rejected.**~~	~~**No.112 (g)**~~			
11.	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tenderer (**Schedule-E**)	**No.49**			
12.	Affidavit in **non-judicial stamp paper**(**Schedule-F**)	**No.49**			
~~13.~~	~~Certificate of employment of unemployed graduate engineer/ diploma holders (**Schedule – G**)~~	~~**No.64**~~			
14.	Undertaking (**Schedule – H**)	**No.51**			
15.	Relationship Declaration (**Schedule – I**)	**No.2.3**			
16.	e-mail ID of Bidder				
17.	Contact no. of Bidder				

(Check list must be submitted by the tenderer)

Signature of the tenderer

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl. No.	Item	Details
1	Name of the Work	Construction of Internal roads including RCC Drainage at Raurkela Industrial Estate, Raurkela.
2	Employer	**The Chief General Manager (P&C)**
3	Employer's Representative	**Divisional Head, IDCO Rourkela Division**
4	Estimated Cost (In.)& bifurcation if any Total	**Rs.69,18,840/-**

B. BID INFORMATION

5	Intended completion period/Time period assigned for Completion		**06 (Six)** calendar months.
6	Availability of Tender Date & time of submission of Bid		17.00 Hours of 15.10.2026 to 17.00 Hours of 30.10.2026
7	Cost of Bid Document		
	i	Bank draft amount	**Rs.11800.00** (To be paid Online)
	ii	In favour of	Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder.
8	Bid Security		
	i	Amount	**Rs.69189.00/-**(To be paid Online)
	ii	In favour of	Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder.
9	Additional Performance Security		
	i	Amount	As mentioned in the clause no.62
	ii	In favour of	**Divisional Head,IDCO,Rourkela division**
	iii	Type of instrument	Fixed Deposit Receipt of Nationalized/Scheduled Bank/ KissanVikashPatra/ Post Office Savings Bank Account/ National Savings Certificate/ Postal Office Time Deposit Account/ Bank Guarantee.
10	~~The Financial years of last five years~~		~~**2021-22 to 2025-26**~~
11	Bid validity period		**90 days**
12	Currency of Contract		Indian Rupees
13	Language of Contract		English

Government of Odisha

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Office Memorandum

File No.O7556900052021- 4559/W, Dated.05.04.2021

File No.FIN-COD – MISC–0007-2019 - 8475/F, Dated.05.04.2022

File No.FIN-COD – MISC-0007-2019- 8484/F, Dated.05.04.2022

Sub: Codal Provisions regarding e-Procurement

After introduction of e-procurement in Govt. of Odisha, necessary guidelines /procedure has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for E-procurement of tenders.After careful consideration Government has been pleased to make following modifications to codal provisions by way of addition as Appendix-IX (A) of OPWD Code Vol-11.)

Instruction to Bidders (ITB)
E-procurement

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Divisional Head who will deal with all matters relating to the bids in the invitation of bids.

1.2. For composite tender, estimated cost of each component should be clearly indicated in addition to combined estimated cost put to tender. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.

1.3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules /amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the ~~Chief General Manager/~~ Divisional Head may at his discretion without prejudice to any other right or remedy available under law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the said Act by him.

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

1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.

1.6. Throughout these bidding documents, the terms ''bid and tender'' EMD and Bid Security and their derivatives (bidder / tenderer, bidding/ tendering, etc.) are synonymous.

1.7. In case the tender for composite work includes in addition to main work/ building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, GST registration certificate etc, at the time of purchase of tender documents but will be required for verification purpose at later stage. Furnishing 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. The L1 Bidder is required to attend the officer inviting the bid for verification of original documents within five days of opening the Price bid. .

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

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

1.8.2. The tender documents uploaded by the Tender Inviting Officer in the website **www.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.

1.8.3. All bidders are to furnish EMD & costs of bid in online mode (Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder). There will be exemption allowed to bidder as per OPWD Code. If the EMD is furnished by any other mode other than the prescribed mode the tender of such party is liable to be rejected.

1.8.3.1. The software application has the provision for payment of cost of tender document and EMD through payment gateways of authorized bankers by directly debiting the account of the bidders.

1.9. The bidder intending to participate in the bid on-line shall furnish costs of bid in online mode (Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder)

1.10. ***DELETED.***

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

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

2. ELIGIBLE BIDDERS:

2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/ MES/ Railways/ IDCO venders for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids**.**In addition to the above IDCO Vendors of equivalent range are also eligible. The work experience, available technical personnel is to be furnished as per clause 112 of **DTCN** (enclosed).

Contractors not registered with Govt. 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 Govt./IDCO before award of the work as per prevalent registration norms of the state.

2.2. All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by IDCO to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.

2.3. If the bidder has a relative employed as an Officer in the rank of Assistant Engineer/Under Secretary and above in the Government of Odisha in the concerned Department, he shall inform the same in **Schedule-I** of the bid document mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid an undertaking to that effect.

2.4. He will also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.

2.5. **No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of Govt. of Odisha/ IDCO is allowed to work for contractor for a period of two years after his retirement from IDCO service, without prior permission of Govt. of Odisha/ IDCO in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of Govt. of Odisha/ IDCO as aforesaid before submission of the tender for engagement in the contractor's service.**

3. QUALIFICATION CRITERIA:

3.1. For submission of Bids through the E-Procurement Portal, the bidder shall up-load the scanned copy/copies of documents listed under clause 3.2 in prescribed format wherever warranted in support of eligibility criteria and qualification information. The L-1 bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 5 days of opening of price bid. The Bids from Joint ventures are not acceptable.

3.2. The bid shall include following information and documents.

(a) Copy of valid contractor's registration certificate, PAN card, GST registration certificate, E.P.F. registration certificate & latest challan should accompany the technical bid.

(b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.

(c) DELETED.

(d) DELETED.

(e) DELETED

(f) DELETED.

(g) DELETED.

(h) DELETED

(i) DELETED.

(j) DELETED

(k) Copy of EPF Registration & Copy of latest Challan.

(l) Copy of GST Registration Certificate.

3.3. ***DELETED***

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

a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.

d. Indulged in unlawful & corrupt means in obtaining bids.

e. Been black listed/their registrations by the competent authority.

4. ONE BID PER BIDDER:

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

5. COST OF BIDDING:

5.1. The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.

5.2. All the rates and prices in the bid shall cover all taxes, viz. GST or any other local taxes, ferry, tollage charges and royalties and any other charges.

5.3. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.

5.4. The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. SITE VISIT:

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

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

6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.

6.3. The Officer inviting the bid Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

7.1. The description of the work is as mentioned under Invitation for Bid.

7.2. The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may down load these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Divisional Head as mentioned in the contract data will be open for inspection during working hours on all working days by the bidders. The bidder is required to down-load all the documents including the drawings for preparation of his bid. It is not necessary on the part of the Bidder to up-load the drawings other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bids. 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 document by the Officer Inviting the Bids will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

7.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

8. CLARIFICATION OF BIDDING DOCUMENTS:

8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours every day except on Sundays & Public Holidays till last date of sale of tender paper.

8.2. **No paper** copy **of** the **bid shall be sold.**

8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.

8.4. **The bidder can** seek **clarification on the bids** which he received earlier than 07 days prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail- ID of the enquirer.

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

9. AMENDMENT OF BIDDING DOCUMENTS:

9.1. Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.

9.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website **www.tendersodisha.gov.in** / **www.idco.in**/ notice board.

9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

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

11. DOCUMENTS COMPRISING THE BID:

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

(i) Invitation for Bids (IFB)

(ii) Instructions to bidders (ITB)

(iii) Conditions of Contract

(iv) Contract Data

(v) Specifications

(vi) Drawings

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

A. **Cost** of **"Bid document"** &**"Bid Security"** shall comprise

(i) Cost of Bid **(Online)**

(ii) Bid Security **(Online)**

B. **"Technical Bid"** shall comprise.

(i) Declaration under the Official Secret Act, 1923

(ii) Qualification Information and supporting documents,

(iii) Certificates, undertakings, affidavits,

C. **"Financial Bid "**shall comprise.

(i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

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

12.2. **Deleted**

12.3. In case of **percentage rate** tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate how much his price offer is excess or less **(Up to two decimal Place)**than the estimated amount.

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

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

12.6. All duties, taxes, including GST and other levies including Building and other Construction Workers Welfare Cess @ 1% payable by the contractor under the contract, or for any other causeshall be included in the rates, prices submitted by the bidder. GST, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and IDCO/ Government will not entertain any claim whatsoever in respect of the same.

Tax to be deducted at source (TDS)

Income tax, GST and cess will be deducted from bills of the contractor as per prevailing rule of the Govt. and amended from time to time.

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

12.8. Bidders while quoting their offers shall consider the following as regards price adjustment towards **Cement, Steel** & **Bitumen** and escalation of **all components** of work as per Sub-Clause 31 of Condition of P-1 Contract.

12.9. Deleted.

12.10. Deleted.

12.11. Deleted.

12.12. Deleted

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

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

i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and

ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

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

13. CURRENCIES OF BID AND PAYMENT:

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

14. VALIDITY:

14.1. Bids shall remain valid for a period not less than **90 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bids. A Bid valid for a shorter period shall be rejected by the Chief General Manager/ Engineer-in-charge as non-responsive.

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

14.3. **DELETED.**

15. BID SECURITY:

15.1. The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under Contract Data in online mode as instructed for online payment available in the e-Procurement portal during the processing of tender.

The successful **lowest bidder** will produce the original of all scanned documents for verification 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 three years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his/her tender at the negotiated rate equal to L-1 bidder.

15.1.1. **DELETED**

15.1.2. **DELETED**

15.1.3. **DELETED.**

15.1.4. **DELETED**

15.2. **DELETED**

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

15.4. All the participating bidders are to be furnish Cost of bid and EMD through online mode. There will be exemption allowed to bidders as per OPWD code.

15.5. **DELETED**

15.6. The EMD furnished online by the L-1 bidder during tender will be refunded after furnishing of required Performance Security and Additional Performance security if any in the physical form as per requirement and signing of agreement thereof.

15.7. The Bid Security may be forfeited

15.7.1. If the bidder withdraws the bid after opening of the bid but within the period of validity.

15.7.2. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.

15.7.3. **DELETED.**

15.7.4. In the case of a successful bidder, if the bidder fails within the specified time limit to

15.7.4.1. Sign the Agreement; or

15.7.4.2. Furnish the required Performance Security including additional performance security if any.

16. FORMAT AND SIGNING OF BID:

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

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

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

16.3.1. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

16.3.2. In the e-procurement process, each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.

16.3.3. The Bidder should ensure clarity of the document up-loaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bids if so desires , can ask for legible copies for clarification within a stipulated period of 7 days, provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit such documents with in the stipulated date, his bid shall be evaluated on its own merit.

D. SUBMISSION OF BIDS

17. SECURITY OF BID SUBMISSION:

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

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

18. DEADLINE FOR SUBMISSION OF THE BIDS :

18.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time

of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting the Bid.

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

19. LATE BIDS :

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

20. MODIFICATION AND WITHDRAWAL OF BIDS :

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

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

E. OPENING AND EVALUATION

21. OPENING OF THE BID:

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

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

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

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

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

21.4. **DELETED**

21.4.1. DELETED.

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

21.5.1. **DELETED**

21.5.2. The bid will be taken up for evaluation with respect to the qualification Information and other information furnished in Part - I pursuant to Clause 3.

21.5.3. **DELETED**

21.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

21.5.5. 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 email ID that their bid has been found non-responsive.

21.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. If any of the information/ statements/documents/certificates 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.

21.7. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of */financial bid by the opening officer using their DSC shall decrypt the financial bids.

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

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

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

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

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

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

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

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

22. PROCESS TO BE CONFIDENTIAL:

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

23. CLARIFICATION OF BIDS:

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

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

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

24.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid:-

24.1.1. **DELETED**

24.1.2. Has submitted legible documents for evaluation

24.1.3. Meets the eligibility criteria defined in *Clause 3* and;

24.1.4. Is substantially responsive to the requirements of the bidding documents.

24.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

24.3. A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

24.3.1. Which affects in any substantial way the scope, quality or performance of the works.

24.3.2. Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or

24.3.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

24.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24.5. 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.

25. EVALUATION OF BIDS: DELETED

25.1. If the officer **inviting** the Bid in his opinion judges that the price quoted by the lowest qualified bidder is high or a special condition imposed by the bidder is to be withdrawn, the bidder shall be invited for negotiation by the officer inviting the Bid or by an officer authorised by him in writing. Negotiations of financial bid with only the lowest bidder shall be carried out, if necessary. Negotiation of bid will be carried out by manual way.

25.2. **DELETED.**

25.3. **DELETED**

25.4. **DELETED.**

25.5. **DELETED.**

F. AWARD OF CONTRACT

26. AWARD CRITERIA:

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

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

26.3. Competent Authority of Orissa Industrial Infrastructure Development Corporation (IDCO) reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

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

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

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

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

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

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

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

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

29.2. a) The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

b) The issue of letter of Acceptance shall be treated as closure of the bid process and commencement of the contract. (The Agreement shall be drawn within 15 days of issue of letter of acceptance and the date of issue of work order shall be the Schedule date of commence of the work).

c) However, the procurement officer-publisher shall upload the summary as well as work order and declare the process as complete.

d) If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred form 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 black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I by inclusion).

29.2.1. Following documents shall form part of the agreement.

29.2.1.1. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.

29.2.1.2. Standard Bid Document P.W.D. Form **P-1**

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

29.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge/ Divisional Head on behalf of IDCO.

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

30. CORRUPT OR FRAUDULENT PRACTICES:

30.1. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.

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

DETAILED TENDER CALL NOTICE

1. Sealed **percentage rate** bids are invited **in Double cover system** from the Class of eligible contractors registered as vendor of IDCO/the State Government and contractors of equivalent Grade/ Class registered with Central Government/ MES/ Railways having registration for Civil works on production of definite proof from the appropriateauthority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work **"Construction of RCC Retaining wall for the Internal Road of MSME Park at Riun (Reuna) in District, Sundaragada"**at an estimated cost of **Rs.69,18,840.00(Rupees Sixty Nine lakh Eighteen thousand Eight Hundred Forty)**only. Contractors not registered with Govt. 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 Govt. before award of the work as per prevalent registration norms of the state.

a) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.

2. The Bid documents are available on official website of Government: *https://www.tendersodisha.gov.in* from **17.00** Hours of **15.10.2026** to **17.00** Hours of **30.10.2026.**The last date and time of submission of Bid is as per contract data.

3. The Technical Bid documents **(Cover)** will be opened by the assigned officer in the office of the officers inviting the bid at **11.30** Hours of dt.**31.10.2026** in the presence of the bidders or their authorized representatives who wish to attend.

4. (i) The cost of Bid will be submitted online only as the Instructions available in the e-Procurement portal during the processing of tender by the bidder.

(ii) Office Memorandum No.12925, dtd.23.08.2018 by EIC-cum-Secretary to Government "In case of cancellation of Single Tender which have not been evaluated, the Tender Paper cost deposited by the concerned bidder shall be refunded to him / her."

5. The bid is to be submitted in Double cover system

i) **The double cover tender system containts** (Registration Certificate, PAN, GST registration, EPF Registration, EPF latest challan, Affidavit and all other documents required as per the relevant clauses of this DTCN) and Financial Bid (BoQ).

6. Furnishing scanned legible copy of Original Registration certificate, GST registration certificate, PAN card, EPF Registration, EPF latest Challan, along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection.

7. (i) Deleted.

(ii) Deleted.

(iii) Deleted.

8. DELETED

9. (i) The contract will be drawn in PWD P-1 contract Form

The contract will be drawn & signed by **Divisional Head, IDCO, Rourkela Division**

(ii) DELETED

10. If an individual makes the application, the individual should sign (with DSC) above his full type written name and current address.

11. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.

12. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

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

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

15. The work is to be completed in all respects within **06 (Six)** calendar months from the date of issue of work order. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

(Amendment to Para-3.5.18 Note-VIII of OPWD Code Vol.-I).

16. All tenders received will remain valid for a period of **90 days** from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and IDCO.

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

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

19. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in Charge of the work and his authorized subordinates. After acceptance of the contract rate IDCO will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

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

(Amendment to Para-3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution).

20. The bid must be accompanied by security of the amount @ 1% (One percent) of the estimated cost put to tender of **Rs.69,18,840.00** rounded to rupees i.e.**Rs.69,189.00/-** to be submitted **online** along with tender. No adjustment of E.M.D. from one work, to another will be entertained.

21. The tender should be accompanied with the Scanned copies of the valid Registration certificate, GST registration and PAN card EPF Registration, EPF latest Challan,which are mandatory, otherwise his/her bid shall bedeclared as non-responsive and thus liable for rejection.

22. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.

23. IDCO reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.

24. Deleted

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

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and Additional performance security if any in form of Deposit receipt of Schedule Bank /KissanVikashPatra /Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account/ Bank guarantee duly pledged in favour of the **"Divisional Head, IDCO, Rourkela Division"**& payable at **Rourkela** and in no other form, sign the agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **Divisional Head, IDCO, Rourkela Division** and payable at **Rourkela** or as directed. The security deposit and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

The agreement will incorporate all agreements between the **Divisional Head**, **IDCO, Rourkela Division, Rourkela,** and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in Charge. Following documents shall form part of the agreement.

a) The notice-inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.

b) Standard **P.W.D. Form P-1 with latest amendments.** Failure to enter in to the required agreement and to make the security deposit as above shallentail forfeiture of the Bid Security (earnest money) .No contract (tender) shall be finallyaccepted until the required amount of initial security money and additional performance security, if any are deposited. The security will berefunded after **12 (Twelve) months** of completion of the work and payment of the final bill and will notcarry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dt.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

c) The EMD furnished online by the L-1 bidder during tender will be refunded after furnishing of required Performance Security and additional performance security, if any in the physical form as per requirement and signing of agreement thereof.

26. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

27. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26.2.55 and No.II, M-56/61-28842 (5), dt.27.9.61.

28. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.

a) Rent, royalties, cess and other charges of materials and all other taxes including prevailing GST from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and

all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.

b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.

c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.

d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained. e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.

f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.

g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.

h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.

i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.

29. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.

30. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.

31. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.

32. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order No.44150, dt.25.11.57.

33. No part of the contract shall be sublet without written permission of the officer inviting the bid or transfer to be made by the power of attorney authorizing others to receive payment on contractor's behalf.

34. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.

35. No Relation certificate.

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of a Deputy Manager& above in IDCO. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**.

36. Payment for Variation in Price:- (Vide Works Department Memorandum No.15847, Dt. 19.11.2019)

Contract price shall be adjusted for increase or decrease in rates and price of Labour, materials, Fuels, & Lubricants and Plant & Machineries spare component in accordance with the following principles and procedures as per formula given below:-

Price Adjustment

- Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
(b) The price adjustment shall be determined during each month from the formula given in following Paras
(c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

- To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices are:

36 (a) (i): Adjustment of Other Materials Component

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

V_M = 0.85 X Pm/100 X R x $(M_1 - M_0)/M_0$

V_M = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_0 = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry Government of India, New Delhi.

M_1= The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

36 (a) (ii): Adjustment for Cement Component

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

Vc = 0.85 x Pc /100 x R x $(C_1 - C_0)/C_0$

Vc = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement

C_0 = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

C_1= The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Pc = Percentage of Cement Component of the work.

36 (a) (iii): Adjustment for Steel Component

Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula:

Vs = 0.85 x Ps/100 x R x $(S_1 - S_0)/S_0$

Vs= Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_0 = The all India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

S_1= The all India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Ps = Percentage of steel component of the work.

Note: For the application of this clause, index of (Mile Steel long products) has been chosen to represent steel group.

36 (a) (iv): Adjustment of Bitumen Component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$V_b = 0.85 \times P_b/100 \times R \times (B_1 - B_0)/B_0$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen.

B_0 = The official retail price of bulk bitumen at the IOC / BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

B_1 = The official retail price of bulk bitumen at IOC / BPCL depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

36(a)(v): Adjustment towards differential cost of Pipes

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$V_{pi} = 0.85 \times P_{pi} /100 \times R \times (P_{i1} - P_{i0})/P_{i0}$

V_{pi} = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

P_{pi} = Percentage of pipe component of the work.

P_{i1} = All India Whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_{i0} = All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

36(b): Adjustment of Labour Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_1/100 \times R \times (L_1 - L_0)/L_0$

V_L = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

L_0= The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L_1 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

P_1 = Percentage of labour component of the work.

36 (c): Adjustment of POL (fuel and lubricant) Component

Price adjustment for increase or decrease in cost POL(fuel and lubricant) shall be paid in accordance with the following formula :

$V_f = 0.85 \times P_f/100 \times R \times (F_1 - F_0)/F_0$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC/BPCL/ HPCL at nearest center on the day 28 days prior to the date of opening of Bids.

F_1= The official retail price of HSD at the existing consumer pumps of IOC/ BPCL/ HPCL at nearest center for the 15th day of the month under consideration.

P_f = Percentage of fuel and lubricants component of the work.

Note : *For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.*

36 (d): Adjustment for Plant and Machinery Spares Component

Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

V_p- $0.85 \times P_p/100 \times R \times (P_1 - P_0)/P_0$

V_p- Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares

P_0- The all India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, , Government of India, New Delhi.

P_1- The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_p- Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has been chosen to represent the Plant and machinery Spares group.

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993-94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series:

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1.	Cement	Grey cement	Ordinary Port Land Cement
2.	Bars & Rods	Rebars	Mild steel long products
3.	Heavy Machinery & Parts	Construction Machinery	Manufacture of machinery for mining quarrying & construction.

36(e): APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-Charge, furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and /or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

Percentage Table:-

S.L No	Category of Works		% Component (Cost wise)		
			Labour (P_1)	POL (P_f)	Steel (Ps) + Cement (Pc) + Bitumen (Pb) + Pipes (Ppi) + Plant & machinery spare & component (Pp) + Other Materials
1	R & B works (% of Component)	Road Works	5	5	90
		Bridge Works	5	5	90
		Building works	5	5	90
2.	Irrigation works (% of Component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3.	P H Work	Structural work	5	5	90
		Pipeline work	5	5	Pipe – 70%

					* Machinery + Other materials – 20%
		Sewer line	5	5	Pipe – 70% * Machinery + Other materials – 20%

Note:-Further break up may be worked out considering the consumption of Cement, Steel, Bitumen, Pipe and Plant & Machinery spare component in the concerned works and shall be provided in the bid document in shape of "**Schedule of Adjustment Data"** as an "**Appendix to Bid"** (enclose herewith).

Appendix to Bid

Schedule of Adjustment Data

[For all works, adjustment factor for Labour and POL shall be considered @ 5% each, Steel, Cement, Pipes, Other materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document]

Cl No. 92 of F2/P1 Contracts S.L No	Index Description	Source of Index	Base Value*	Base Date*	Weightage of Item**
92(a)(i)	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and industry.			
92(a)(ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
92 (a)(iii)	Steel	Whole sale price Index for Steel (Mild Steel-long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
92(a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot			
92(a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
92 (b)	Labour	Minimum wage notified by the Labour& Employee's State Insurance Department of Government of Odisha, India			5 %
92 (c)	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot.			5 %
92 (d)	Plant & Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
			Total		**100 %**

- Values to be filled up at the time of Drawl of Contract.

Values to be filled up in the Bid Document.

37. For value of work more than Rs.10.00 crore, Secured Advance against material If requested by the Contractor, will be paid against the materials required for execution of the work during the next 03(Three) months and actually brought at site may be made by the Employer only in respect of such materials which confirm to the Specification and are neither dangerous nor hazardous to store nor are perishable or liable to deteriorate or waste with time. The amount of payments shall be least of the following

a.75% of the current market value (original Purchase Vouchers are to be produced)

b.75% of the estimated value during tender

c.75% of the Quoted Value

The Secured Advance so paid shall be recovered in the next three months of releasing the advance through the running account Bills.

38. All items of work as per schedule of quantities of this tender should confirm to Odisha Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.

39. Centering & Shuttering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds

40. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and IDCO will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly of fully such structures, if found defective in their opinion. Any eventually such as loss of lives or properly due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.

41. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.

42. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by IDCO. IDCO is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.

43. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.

44. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.

45. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.

46. Deleted

47. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances

48. The tenderer should furnish along with their tender a list of works executed during the last five years duly certified by the concerned Engineer-in-charge/ Divisional Head indicating the satisfactory completion for …… works as per the proforma enclosed in a separate sheet of **Schedule-D.**

49. The tenderer or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years prior to the date of Bid shall be debarred from qualification. The tenderer is to furnish an affidavit **in non-judicial stamp paper**at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in **Schedule-F** and information in **Schedule-E**

50. It should be clearly understood that :

a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.

b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of authorized representative of Divisional Head. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in IDCO Laboratory/Any National Laboratory /Lab of Govt. Engineering College & Polytechnic in Orissa. Test should be carried out in accordance with the stipulation in Bridges code section-III.

c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.

d) Plain concrete and reinforced concrete specimens will be tested **in IDCO Laboratory/ Any Government Laboratory/ Lab of Govt. Engineering College & Polytechnic in Orissa/ NABL accredited Laboratory as per direction of Engineer-in-charge.** Cost of testingof all specimens and samples will be borne by the Contractor.

51. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.

52. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds **Rs.2,50,000.00**. The apprentices will be selected by the **Chief General Manager (P & C)**.The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the **Chief General Manager (P & C)** in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

53. Deleted.

54. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.

55. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octoroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.

56. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.

57. DELETED.

58. Prevailing rate of cess i.e. @ 1% on estimated cost put to tender as per the Building and Other Constructed Workers (RE&CS) Act. 1996 and Buildings and Other Construction Workers Welfare Cess Act. 1996 (vide resolution No.-12653, dt.15.12.2008 of Labour and Employment Department, Govt. of Odisha) will be deducted from each running bill of the contractor.

59. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.

60. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.

61. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

62. Performance Security/ Additional Performance Security :As per OPWD Codal provision

63. Sample of all material - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Engineer-in-Charge

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64. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Divisional Head, IDCO Rourkela Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the tender documents vide **Schedule-G**.

65. An engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers in the rank of Chief General Manager(P & C)/Divisional Head and above.

66. All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.

67. Bailing out of water from the foundation, pipeline trenches S. Tanks/ Soak pits/ Sumps/ M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.

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

69. The Contractor will have to submit to the concerned **Divisional Head** monthly return of labour both skilled and unskilled employed by him on the work.

70. Deleted.

71. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.

72. The Tenderer should furnish along with their tender 1. List of work executed (**Schedule-D**) in the prescribed proforma(s) enclosed herewith in appropriate place of bid document.

73. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.

74. DELETED

75. The contractor has to arrange the samples of materials required for execution to be got tested and approved by IDCO before taking up the work and during course of execution required from time to time. All such samples will be tested at **IDCO Laboratory/ Any Government Laboratory/ Lab of Govt. Engineering College & Polytechnic in Orissa/ NABL accredited Laboratory**, at the cost of the Contractor with no extra cost to IDCO.

76. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.

77. The Fly-ash Bricks should be of good qualities. The bricks should be approved by the Engineer-in-Charge before use in the work and should confirm to the minimum strength and other criteria as per National Building Code.

78. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.

79. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.

80. Deleted

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

82. SPECIAL CONDITIONS (PART OF THE CONTRACT)

(I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.

(II) The tests have to be planned & carried out such that the progress of work is not hampered

(III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.

83. In case of ambiguity between clauses of this D.T.C.N. and the P-1 contract form, the relevant Clauses of the P-1 contract form shall prevail over the D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.

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

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

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

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

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

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

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

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

92. All the materials which are to be supplied from IDCO STORE will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the IDCO STORE, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.

93. Though IDCO issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the approved Laboratory and approved by the Engineering-in-Charge before use. No extension of time or escalation of price on such account shall be entertained in future.

94. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).

95. **Deleted**

96. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Divisional Head with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

97. Trial Boring - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. IDCO has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.

98. Any defects, shrinkage or other faults which may be noticed within **12 (Twelve)** months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default IDCO may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for **12 (Twelve)** months from the date of successful completion of the work.

99. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha/ IDCO harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

100. Gradation of ingredients: The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant. I.S. Code/ I.R.C. code/ MoRT&H specifications.

101. Where it will be found necessary by IDCO the Engineer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the IDCO. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the IDCO. The order Book shall be the property of the IDCO. And shall not be removed from the site of work without written permission of the **Divisional Head** and to be submitted to the Engineer-in charge every month.

102. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government/ IDCO relating to his registration.

103. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.

104. The rates quoted by the contractor shall cover the latest approved rates of Labours, Materials, P.O.L. and Royalties. Arrangement of borrow areas i.e. Land, Approach Road to the building site etc. are the responsibility of the contractor.

105. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.

106. The contractor shall make requisition of claim book from the date of commencement of the work from the IDCO and shall maintain in proper IDCO form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as for as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the IDCO and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the IDCO whichever is earlier for record.

107. Number of tests as specified in I.R.C./MoRT&H/ I.S.I specification required for the construction of roads/ bridges/ buildings or any other structural works will be conducted in IDCO Laboratory/ Any National Laboratory/ Lab of Govt. Engineering College & Polytechnic in Orissa as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

108. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

(a) Making a false statement or declaration.

(b) Past record of poor performance.

(c) Past record of abandoning the work half way/ recession of contract.

(d) Past record of in-ordinate delay in completion of the work.

(e) Past history of litigation.

109. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentives against the tenderer.

110. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No	Particulars
1	Notice Inviting tender
2	Instruction to the Bidders
3	Conditions of Contract.
4	Contract data
5	Specifications

6	Drawings

111. Deleted

112. ELIGIBILITY CRITERIA:

To be eligible for qualification, applicants shall furnish the followings. Non-furnishing of the following particulars shall be treated as ineligible.

a. **Scanned copy of valid Registration Certificate, GST Registration Certificate, Monthly GST return previous year, PAN card, EPF Certificate, EPF Latest Challan** (any one from amongst the months from July-2026 to September-2026), ~~**Experience Certificates, Turnover, Bid capacity,**~~ **Affidavits along with the tender documents and the L-I bidder has to furnish the Original Registration certificate, GST registration certificate and PAN, EPF Certificate, EPF Latest Challan,** ~~**Experience Certificates, Turnover, Bid capacity**~~**, Affidavitsfor verification within (5) Five days of opening of the tender before Divisional Head , IDCO, Rourkela Division as per Clause No-1,5 (i) and 21 of DTCN.**

d. **License criteria as per Clause No.8 of DTCN if applicable need to be furnished.**

e. **DELETED.**

f. **Joint Ventures are not accepted.**

g. ~~**The bidder should have SatisfactorilyCompleted**~~

~~(i) 01 (One) Similar Completed work costing not less than 80% of the total project value i.e.**Rs.263.112 Lakhs**in last 7 financial years/current financial year.~~
~~OR,~~
~~(ii) 02 (Two) similar Completed works each costing not less than 50% of the total project value i.e. **Rs.164.445 Lakh**in last 7 financial years/ current financial year.~~
~~OR,~~
~~(iii) 03 (Three) Similar Completed works each costing not less than 40% of the total project value i.e. **Rs.131.556 Laks**in last 7 financial years/ current financial year.~~
~~Along with Certificates from the concerned Officer not below the rank of Executive Engineer or Divisional Head or Equivalent need to be furnished by the bidder as per Schedule D.~~

~~Following enhancement factors will be used for the cost of works (similar works) executed to a commonbase value for works completed in India.~~
~~**Year before Multiplying factor:**~~
- ~~One : 1.10~~
- ~~Two : 1.21~~
- ~~Three : 1.33~~
- ~~Four : 1.46~~
- ~~Five : 1.61~~
- ~~Six : 1.77~~
- ~~Seven : 1.94~~

~~(Applicant should indicate actual figures of costs andamounts for the works executed by them withoutaccounting for the above mentioned factors)~~

~~**Similar nature of work: Construction of buildings, compound wall, any RCC structures or any civil Engineering works like Road, Dam etc.**~~

~~Minimum requirement of annual turnover in any **last five financial years** of Civil construction works (updated to base Year i.e.2023-24) **shall not be less than estimated cost put to tender** (excluding GST)~~

~~**h.** **BID CAPACITY** - (Vide Works Department Office Memorandum No.6300 dtd.16.6.2011)~~

~~Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.~~
~~Assessed Available Bid Capacity = (A*N*2-B), where~~

~~**A =** Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10% per year (escalation factor) which will take into account the completed as well as works in progress.~~

~~**B =** Value of **current price level** of the existing commitments and ongoing works to be completed during the next years (period of completion of works for which Bids are invited).~~

~~**N =** Number of years prescribed for completion of the work for which the Bids are invited.~~

~~**Note:** In case of a Joint Venture the available Bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works.~~

~~The Statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Divisional Head or Executive Engineer.~~

~~**Escalation Factor:** Following enhancement factors will be used for the cost of works executed and the financial figures to a common base value for works completed in India.~~

~~Year before~~	~~Multiplying factor~~
~~One~~	~~1.10~~
~~Two~~	~~1.21~~
~~Three~~	~~1.33~~
~~Four~~	~~1.46~~
~~Five~~	~~1.61~~

~~(Applicant should indicate actual figures of costs and amounts for the works executed by them without accounting for the above mentioned factors)~~

~~In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will be applied. Instead, current market exchange rate(State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.~~

~~The information on Bid Capacity as on the date of this bid is to be furnished as per the format in **Schedule-B.**~~

~~Total value of Civil Engineering construction work performed in the **last five years** is to be furnished for which **certificate from Chartered Accountant is to be furnished.**~~

~~2018 2019 2019 2020 2020 2021 2021 2022 2022-2023~~

I. **Non submission of required information in schedule E and F shall be treated as non-responsive and the bid shall be summarily rejected.**

113. Time Control :- (Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

113.1.1 Progress of work and Re-scheduling programme.

i) The Divisional Head shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Divisional Head for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

iii) To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

iv) If at any time it should appear to the Divisional Head that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Divisional Head, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Divisional Head may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

v) An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

vi) The Divisional Head's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Divisional Head again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

b) Extension of the Completion Date.

i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Divisional Head issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

ii) The Contractor shall submit the Time & Progress Chart for each milestone Quarter wise indicating each month and get it approved by the IDCO. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Divisional Head and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

iii) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Divisional Head but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Divisional Head to proceed with the works.

(1) Force majeure, or
(2) Abnormally bad weather, or
(3) Serious loss or damage by fire, or
(4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
(5) Delay on the part of other contractors or tradesmen engaged by Divisional Head in executing work not forming part of the Contract.
(6) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
(7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen (14) days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

v) In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Divisional Head in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Divisional Head and this shall be binding on the contractor.

c) Compensation for Delay.

Time is the essence of the contract. If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Chief General Manager (P&C) on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief General Manager (P&C) (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be computed per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or

set-off against any sum payable to the Contractor under this or any other contract with the Chief General Manager (P&C). In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount or failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

d) Bonus for early completion

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Divisional Head to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned Chief General Manager & the Administrative Department. The incentive for timely, completion should be on a graduated scale of one percent to 05 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30 % of contract period = 5 % of Contract Value
Before 20 to 30 % of contract period = 4 % of Contract Value
Before 10 to 20 % of contract period = 3 % of Contract Value
Before 5 to 10 % of contract period = 2 % of Contract Value
Before 5% of contract period = 1 % of Contract Value
(Amendment to Para-3.5.5 (V) of Note-III of OPWD Code Vol.-I by inclusion vide O.M. No.5288 dt.04.05.2016)

e) Management Meetings

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

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

Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):- To rescind the contract (of which rescission notice in writing to the contractor under the hand of theExecutive Engineer shall be conclusive evidence), 20% of the value of left over work will be realizedfrom the contractor as penalty.

114. Building and other Construction Workers Welfare Cess @ 1% of the estimated cost as per tender notification read with latest corrigendum if any will be proportionately deducted from the contractor's bill at the time of making payment of each bill.

115. The tenderers are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clauses mentioned here in before tendering.

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

As per said amendment a Contractor may be blacklisted

a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.

b) Involvement in any sort of tender fixing.

c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.

d) Persistent and intentional violation of important conditions of contract.

e) Security consideration of the State i.e. any action that jeopardizes the security of the State.

f) Submission of false/ fabricated / forged documents for consideration of a tender.

117. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.

118. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender:-

i) The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.

ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.

iii) Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.

(1) If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct

(2) If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.

(3) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.

(4) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.

(5) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.

(6) The Contractor will write percentage excess/ less up to two decimal points only.

(7) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.

iv) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.

v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.

vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

119. Mobilization Advance

For value of work more than Rs.10.00 crore, Mobilization Advance not exceeding 10% of the tender Value may be given if requested by contractor in writing within one month of order to commence the work. Such advance shall be in two installments. The second installments shall be released by the Engineer in charge only after the contractor furnishes proof of the satisfactory utilization of the earlier installment. Before any installment of advance is released the contractor shall execute a Bank Guarantee Bond from schedule bank for an amount equal to 110% of the amount of advance & valid for the contract period. This (Bank Guarantee from schedule Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovered. The mobilization advance will bear simple interest of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive on the outstanding amount of advance. Recovery of such sums advance shall be made by deduction from the contractors bill commencing after first 10% of the gross value of the work is executed & paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed & paid.

APPROVED

Sd/-
Divisional Head
IDCO, Rourkela Division

Tenderer(s) is/are required to submit the information in the following Schedules

SCHEDULE - A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/ not related** (*) to any officer of IDCO of the rank of Deputy Manager & above I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

(*) - Strike out which is not applicable

Signature of the 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 shall declare as nil in schedule B.~~

~~Signature of the Tenderer~~

~~Date……..~~

Annexure-II

SCHEUDLE – C

Annexure: I

(List of Plants & Equipment's to be deployed on contract work)

Sl.No.	List of plants and equipments	Requirement	Marks
(i)	Batch Type Hot Mix Plant(100-120TPH) @75 tonne per hour	1No.	10
(ii)	Wet Mix Plant of 75 tonne hourly capacity	1No.	8
(iii)	Paver finisher hydrostatic with sensor control @75 cum per hour	1No.	7
(iv)	Mechanical Paver finisher for WMM work	1No.	5
(v)	Vibratory roller 8-10 tonne	1No.	5
(vi)	Tandem roller 6-10 tonne	1No.	5
(vii)	Smooth wheeled roller(8to10tons)	1No.	5
(viii)	Hydraulic Excavator	2Nos.	10
(ix)	Concrete Mixer with integral weigh batch arrangement	1No.	5
(x)	WaterTanker 6KL capacity	2Nos.	5
(xi)	Tipper	4Nos.	10
(xii)	Cube Testing Machine	1No	5
(xiii)	Bar bending machine	3Nos.	3
(xiv)	Bar Cutting Machine	2Nos.	2
(xv)	Generator(125 KVA)	1No	5
(xvi)	Steel centering and shuttering material	1000sqm	10

NOTE:

1. Capacity of each plant and equipment given in Annexure-II of Schedule-C are the minimum requirements.
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. The above list is not exhaustive. 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 entertained.
6. The documents of Plant & Equipments uploaded without details of capacity shall not been tertained for Evaluation of Technical bid.(Cover-I).

Tenderer(s) is/are required to submit the information in the following Schedules

SCHEUDLE – D

WORK EXPERIENCE

LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Stipulated date of commencement/ completion of the work as per Agreement	Actual date of completion of the work	Value of work actually executed during last 7 financial years		Reasons for delay in starting/ completion, if any
						Financial year	Value	
1	2	3	4	5	6	7	8	9

Note: The above information furnished by the tenderer need to be individually/ collectively certified by the Engineer in Charge/ Employer not below the rank of Executive Engineer/ Divisional Head or Equivalent from any Govt. Authority/ Public sector Authority.

Signature of the Tenderer
Date.

SCHEDULE – E

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

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

Note:

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

Signature of Tenderer

Annexure -III

SCHEDULE – F

AFFIDAVIT (non-judicial stamp paper)

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 authorize (s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

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

~~**SCHEDULE - G**~~

~~**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER / DIPLOMA HOLDERS**~~
~~**(For Super Class / Special Class / 'A' Class Contractors only)**~~

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

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

~~Signature of the Tenderer.~~
~~Date:~~

Annexure- V
SCHEDULE – H

SAMPLE FORMATS

UNDER TAKING

This is to certify that

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.

2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.

3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha or other gazetted officer retired from Government service during last two years without prior permission of the Government of Odisha in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid.

Signature of the Tenderer.
Date:-

Note: i. Strike out whichever is not applicable
ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

Annexure VII
SCHEDULE – I

RELATIONSHIP DECLARATION

To,

The Tender Inviting Officer,

Sub: **Construction of RCC Retaining wall for the Internal Road of MSME Park at Riun (Reuna) in District Sundaragada.**

Ref : Bid Reference No. DH/RKL/CIV/E-04/2026-2027/

Sir,

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

Relationship:

Name:

Designation

Office

Address

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

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

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

Yours Sincerely

Signature of the Tenderer.
Date:-

Approved By

Sd/-

Divisional Head

IDCO, Rourkela division