

BID IDENTIFICATION NO.: 02/26-27



Ph.NO. : 0680-2226575
E.Mail:- berhmdiv1@obcc.in

OFFICE OF THE GENERAL MANAGER
ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)

Qr. No. 3R, Bijipur P.W.D. Colony, Infront of Nehru Park, Station Road, Brahmapur-760005

**Construction of toilet block at Govt. Municipal Girls
Highschool, Aska Road , Berhampur under CSR fund 2024-
25**

DETAILED TENDER CALL NOTICE

Approximate Estimated Cost Put To Tender: Rs. 18,96,264/-



OFFICE OF THE GENERAL MANAGER,
OB&CC LTD., BERHAMPUR

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

OFFICE MEMORANDUM

No.07556900052021 4559 /W., Bhubaneswar, Dated. the 5-4-2021

Subject:-Additional Performance Security in case of Abnormally Low Bids (ALBs).

Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender to the extent of exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

3. In view of the above, the State Government is pleased to fix the following rate of Additional Performance Security:

Sl No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
i.	Below 5%	No Additional Performance Security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

4. This shall take effect from the date of issue of this Office Memorandum.

5. The codal provision exists in Works Department Office Memorandum No.14459/W dated 20.09.2018 stands modified to the above extent with effect from the date of issue of this Office Memorandum.

By order of Governor,

Krishan Kumar
(Dr. Krishan Kumar) 5/4

Commissioner-cum-Secretary to Government



**OFFICE OF THE GENERAL MANAGER
ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)**

Qr. No. 3R, Bijipur P.W.D. Colony, Infront of Nehru Park, Station Road, Brahmapur-760005

No.656

Date: 10.06.2026

NOTICE INVITING TENDER**Bid Identification: 02/2026-27**

The Superintending Engineer (Civil) & General Manager, Odisha Bridge & Construction Corporation Limited, Berhampur on behalf of the Governor of Odisha, invites bids from eligible bidders for the work mentioned below on Percentage Rate Basis at Berhampur, Odisha.

Sl. No.	Name of the Work	Concerned Nodal Officer with Head quarters	Estimated Amount Put to tender/ Estimated Cost	Bid Security Fee/ EMD (In online mode only)	Class of Contractor	Bid Processing Fee (Online bank transfer) (RTGS/ NEFT/Net Banking)	Time for completion
1	2	3	4	5	6	7	8
1	Construction of toilet block at Govt. Municipal Girls Highschool, Aska Road, Berhampur under CSR fund 2024-25	Superintending Engineer (Civil) & General Manager, O.B.&C.C. Ltd. Berhampur	₹ 18,96,264.00	₹ 18,970.00	"D" & "C" Class	₹ 7,080/- (Including GST)	5 (Five) Calendar Months

- The Bid documents will be available on the website: www.tendersodisha.gov.in from 11:00AM of Dt. 18.06.2026 to 05:00 P.M. of Dt. 01.07.2026 for online bidding.
- The bidder must possess compatible Digital Signature Certificate (DSC) of Class-III.
- Bids shall be received on "online mode" up to 05:00 P.M. of Dt. 01.07.2026.
- Bidders must submit the non-refundable Bid processing fee of required amount as stated in the above table at column No 7. and Bid Security/EMD of required amount as stated in the above table at column No.5.
- The technical bids received online shall be opened at 11:00 A.M. on Dt. 02.07.2026 in the office of the General Manager, Odisha Bridge & Construction Cooperation Ltd., Berhampur, Odisha in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening

of bids after logging on to the site through their DSC. If the office happens to be closed on the date of opening as specified, then the same will be opened on the next working day.

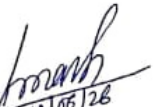
6. Bids submitted other than e-procurement platform shall not be considered.
7. The authority reserves the right to cancel any or all bids without assigning any reason thereof.
8. Further details with any addendum, corrigendum, cancellation can be seen from the website <https://tendersodisha.gov.in>.


**Superintending Engineer (Civil) &
 General Manager,
 O.B.&C.C. Ltd. Berhampur**

Memo No.657

Dt.10.06.2026

Copy submitted to The Engineer-in-Chief (Civil), Odisha, Bhubaneswar for favour of kind information.


**Superintending Engineer (Civil) &
 General Manager,
 O.B.&C.C. Ltd. Berhampur**

Memo No.658(5)

Dt.10.06.2026


Copy submitted to The Chief Engineer (Buildings), Odisha/ Chief Engineer (DPI & Roads), Odisha/ Chief Engineer (NHs), Odisha/ Chief Manager (Technical), State e-Procurement Cell, O/o E.I.C., Nirman Soudha, Bhubaneswar/ Chief Engineer, NIC office, Bhubaneswar.


**Superintending Engineer (Civil) &
 General Manager,
 O.B.&C.C. Ltd. Berhampur**

Memo No.659

Dt.10.06.2026

Copy submitted to The Chief Finance Officer (CFO), OB & CC Ltd., Bhubaneswar for favour of kind information.


**Superintending Engineer (Civil) &
 General Manager,
 O.B.&C.C. Ltd. Berhampur**



Ph.NO. : 0680-2226575
E.Mall:- berhmdlv1@obcc.in

OFFICE OF THE GENERAL MANAGER
ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)

Qr. No. 3R, Bijipur P.W.D. Colony, Infront of Nehru Park, Station Road, Brahmampur-760005

Letter No.:654.

Date: 10.06.2026.

NOTICE INVITING TENDER

1	Name of work	Construction of toilet block at Govt. Municipal Girls Highschool , Aska Road , Berhampur under CSR fund 2024-25
2	Bid Identification No.	02/2026-27
3	Approximate value of work (Excl GST)	18,96,264/-
4	Bid security Amount	18,970/-
5	Date of availability of bid document in e-procurement portal	From 11.00 AM of 18.06.2026
6	Last date and time of receipt of online bid	01.07.2026 till 5.00 PM
7	Opening Date and time of Bid	11.00 AM of 02.07.2026
8	Bid Processing Fee (online mode)	7,080.00 (Including GST)
9	Period of Completion	05 (FIVE) Calendar months
10	Class of Contractor	'D' & 'C' Class Contractor
11	Address of the officer inviting Bid	S.E. (C) & General Manager, O.B. & C.C. Ltd, Berhampur

12. The Bidders have to participate in **ONLINE** bidding only. Further details with any addendum, corrigendum, cancellation can be seen from the e-Procurement portal <https://www.tendersodisha.gov.in>.

13. The undersigned has the right to accept or reject the Notice / RFP without assigning any reasons thereof.


10/06/26
Superintending Engineer (Civil) &
General Manager,
O.B.&C.C. Ltd, Berhampur.

Memo No. 655. Date:10.06.2026.

Copy forwarded to the Deputy Director (Advertisement) & Deputy Secretary to Govt. I.&P.R. Dept., Odisha, Bhubaneswar with a **request to get the Invitation of Request for Proposal (RFP) published in Two nos. of leading local Odia Daily Newspaper at an early date for wide circulation of the tender call notice on or before 17.06.2026. The size of Advertisement in Newspaper should be within 10cm x 8cm.**

Complimentary copy of the Newspapers containing the tender call notice may be sent to this office for reference and payment both in hard copy & soft copy through mail berhmdlv1@obcc.in.


10/06/26
Superintending Engineer (Civil) &
General Manager,
O.B.&C.C. Ltd, Berhampur.

Contractor

GENERAL MANAGER

CHECK LIST TO BE SUBMITTED BY BIDDER

Sl. No	Particulars		Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs. 7,080/- including 18% GST (Online)	D.T.C.N Clause No.07			
02.	E.M.D- for Rs- 18,970/- (Online)	D.T.C.N Clause No.2			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.05			
04.	Copy of GSTIN	D.T.C.N Clause No.05			
05.	Copy of PAN Card	D.T.C.N Clause No.05			
06.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.13			
07.	Works Experience -	N/A			
08. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.12			
(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.12			
9.	Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 75% marks to be obtained) and Annexure-I (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2 nd purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department within 90 days of last date of receipt of tender is allowed.	Annexure-I of Schedule-C			
10.	M.O.U (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid H.T/L.T License	Section-2 Clause No-8			

Contractor

GENERAL MANAGER

CONTRACT DATA

Sl. No	Type of Equipment	No. of machines required	Marks		
01	Truck/tripper	01 No	20		
02	Concrete mixture	01 No	30		
03	Concrete Vibrator: Needle type	02 Nos	20		
04	Water tanker (Having capacity of minimum 5000 litres)	01 nos	20		
05	Water pump (Having capacity of 5 H.P. to 27 H.P)	01 nos	10		
06					
		Total Marks	100		

Contractor**GENERAL MANAGER**

A. GENERAL INFORMATIONS

SI No	Item	Details
1.	Bid Identification No.	02/26-27
2.	Name of the Work	Construction of toilet block at Govt. Municipal Girls Highschool, Aska Road , Berhampur under CSR fund 2024-25
3.	Officer Inviting Tender	GENERAL MANAGER, OB&CC Ltd., BERHAMPUR
4.	Estimated Cost of Work	Rs. 18,96,264/-

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	05 (Five) calendar months
7	Last Date & time of submission of Bid	17.00 Hrs
		Date. 01.07.2026
8	Cost of Bid Document	
	i Cost of tender paper (Online) (including 18% GST)	Rs 7,080/- to be remitted Online
9	Bid Security	
	i Amount	Rs. 18,970/-to be remitted online
	ii Type of instrument	As specified in the bid document
11	Bid validity period	90 days
12	Minimum period of contract / agreement / lease deed of equipment and machineries	05 (Nine) Months
13	Currency of payment for Contract	Indian Rupee
14	Language of Contract	English

Contractor

GENERAL MANAGER

Instruction to Bidders
for
e-procurement
(Relevant clauses in the DTCN/Bid document shall be superseded)
Works Department Office Memorandum
File No.07556900042013 (Pt-II)-7885(W), Dt.23.07.2013

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hosted in the portal.
2. The e-procurement portal of the Government of Odisha is "<https://tendersodisha.gov.in>".
3. Use of valid Digital Signature Certificate of appropriate class (Class-II or Class-III) issued from a registered certifying authority (CA) as stipulated by Controller of certifying authorities (**CCA**), **Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory** for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the department users are responsible for revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration has decided to host all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department, Government of Odisha also welcomes hosting of tenders by any other departments, authority, corporations, local bodies etc of the State with prior approval from Works department. Works department is the Nodal department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/OPWD Code / Accounts Code / Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges, but Government reserves the right to levy any charges for such value-added services in future.
9. Contractors not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Circle is the Superintending Engineer or equivalent Officer, Division is the Executive Engineer or equivalent Officer and Sub-division is the Assistant Engineer or equivalent officer.
11. The e-procurement software assigns role for operation of the module for specific function. The terminologies used in the Portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator: (NIC and State Procurement Cell)
 - I. Master Management
 - II. Nodal officer Creation
 - III. Report generation
 - IV. Transfer and Officer's login ID.
 - V. Blocking & unblocking of officer's and bidder's login ID.
 1. Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - I. Creation of Users
 - II. Role Assignment
 - III. Transfer of Officer's login ID
 - IV. Blocking & unblocking of officer's login ID.
 2. Procurement Officer – Publisher (Officer having Tender inviting power at any level)
 - I. Publishing of Tender
 - II. Publishing of Corrigendum / addendum / cancellation of Tender
 - III. Bid clarification
 - IV. Uploading of Pre-Bid Minutes
 - V. Report generation

Contractor

GENERAL MANAGER

- 11.4 Procurement Officer – Administrator (Generally Sub-ordinate officer to Officer inviting tender)
 - I. Creation of Tender
 - II. Creation of Corrigendum / Addendum / Cancellation of Tender
 - III. Report generation
- 11.5 Procurement officer-opener (Generally Sub-ordinate officer to Officer inviting tender)
 - I. Opening of Bid
- 11.6 Procurement Officer – Evaluator (Generally Sub-ordinate officer to Officer Inviting tender)
 - I. Evaluation Bid
- 11.7 Procurement Officer-Auditor (Procurement Officer –Publisher and / or Accounts Officer / Finance Officer)
 - I. To take up auditing

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

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

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

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

13. ISSUE OF ADDENDA / CORRIGENDA / CANCELLATION NOTICE

- 13.1 The Procurement Officer Publisher (Officer inviting tender) shall publish any addendum / corrigendum / cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 The System generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum / corrigendum / cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID.

- 14.1 All the volumes / documents shall be uploaded in the portal by the tender creating officer (Procurement officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their SDCs in appropriate format so that the document is not tampered with.
- 14.2 The tender document comprises the notice inviting tender, bid document / SBD, drawings in .pdf format and the Schedule of Quantities / BOQ in.xls format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement officer Administrator creates tender by filling up the following forms:
 - i. **BASIC DETAILS**

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

(a) For Single Cover / Packet: -

Sl. No.	Cover Type	Document Description	Type
1	Fee / Prequel / Technical / Finance	Tender Cost, EMD / Affidavit for Exemption EMD& (Price Preference for S.C. & S.T), G.S.T.I.N, P.A.N Contractor Registration Certificate	.pdf
		Affidavits, Undertakings & Any other document as per SBD / DTCN	.pdf
		Bill of Quantities (B.o.Q)	. excel

(b) For Two Cover / Packet: -

Sl. No.	Cover Type	Document Description	Type
1	Fee / Prequel / Technical / Finance	Tender Cost, EMD / Affidavit for Exemption EMD& (Price Preference for S.C. & S.T), G.S.T.I.N, P.A.N Contractor Registration Certificate	.pdf
		Affidavits, Undertakings & Any other document as per SBD / DTCN	.pdf
2	Finance	Bill of Quantities (B.o.Q)	. excel
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

- ii. TENDER DOCUMENT: The procurement officer Administrator should upload the NIT in .pdf format.
- iii. WORK ITEM DETAILS
- iv. FEE DETAILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN / SBD. The bidder shall also have to furnish as per of bid, the Additional Performance Security (if any) online as per the Works Department Office Memorandum No.5288/W, Dt.04.05.2016.
- v. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN / SBD.
- vi. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required, the bid openers can also be selected within an organisation from other procurement units / Circles / Divisions).
- vii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/ DTCN) or any other addition document/ drawings in .pdf format and Bill of Quantities in excel format.
- viii. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/ her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator, Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

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

- 15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint Venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.
- 15.1.2 Any third party / company / person under a service contract for operation of e-procurement system in the State or his / their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 15.2 **Logging to the portal:** The Contractor / Bidder is required to type his / her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the certificate Revocation List (CRL) of respective CA stored in system database. The system checks the unique Login ID, password & DSC combination and authenticates the login process for use of portal.
- 15.3 **Downloading of bid:** The bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
- 15.4 **Clarification on bid:** The bidder may ask question related to tender online in the e-procurement portal using his / her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice / Bid. The Officer inviting the bid / Procurement Officer-Publisher will clarify queries related to the tender.
- 15.5 **Preparation of bid:**
- 15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and take out the print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting the Bid will be open for inspection by the Bidders.
- 15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.
- 15.6 **Payment of EMD / Bid security and cost of Bid documents:**
- 15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT / Contract Data. The bidder shall scan all the written / printed pages of the bid security and upload the same in portable document format (PDF) to the system in designated place of the technical Bid. Furnishing scanned copy of such documents is mandatory otherwise his / her bid shall be declared as non-responsive and liable for rejection.
- 15.6.2 The EMD or Bid security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance security acceptable to the Officer inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provide for it.
- 15.6.3 The cost of bid document & E.M.D shall be submitted online mode.
- 15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be 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 tender at the negotiated rate equal to L-1 bidder.
- 15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidence towards his eligibility for such exemption.
- 15.6.6 Government of Odisha has been actively considering integrating e-payment gateway into the portal for payment of Cost of Bid and Bid security / earnest money deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. SUBMISSION OF BID:

- 16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical Bid generally consist of cost of Bid documents, EMD / Bid Security, GSTIN, PAN / TIN, Registration certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information / undertaking including rebates.
- 16.2 Bidders are to submit only the original BoQ (in. excel format) uploaded by procurement officer publisher (Officer Inviting Tender) after entering the relevant fields without any alteration / deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3 The Bidder shall upload the scanned copy / copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item (s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 16.5 The bidder shall log on to the portal with his / her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summery of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer-Publisher / Opener before the due date and time of opening.
- 16.5.2 Each process in the e-procurement is time stamped, and the system can detect the time of log in of each user including the Bidder.
- 16.5.3 The Bidder should ensure clarify / legibility of the document uploaded by him to the portal.
- 16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process for submission of the bid / tender.
- 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
- 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 16.5.7 The Tender inviting Officer is not responsible for any failure, malfunction, or breakdown of the electronic system used during the e-procurement process.
- 16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is not necessary for the part of the Bidder to upload the drawings and other Bid documents (after signing) while up-loading his bid. It is assumed that the bidder has referred all the drawing sand documents uploaded by the Officer inviting the Bid.
- 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (Server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 16.6 **Signing of Bid:** The 'online bidder' shall digitally sign on all statements, documents, certificates and uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION

- 17.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

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

19. OPENING OF THE BID:

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log on to the portal to decrypt the bid submitted by the bidders.
- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender, the officer inviting tender should complete the e-procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS:

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

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 22.1 The Employer / Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution and completion of the Works by the contractor as prescribed by the contract and the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract. 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.
- 22.2 The Contractor after furnishing the required acceptable performance security and additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 22.3 If the L-1 bidder does not turn up for agreement after finalisation of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner / member / proprietor, he / they shall neither be allowed for participation in bidding for three years nor his / their application will be considered for registration, and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION

- 23.1 If the Registration certificate of the contractor is cancelled / suspended by the registering authority / blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension / blacklisting from the concerned authority.
- 23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer / Head of Office if any of the following provisions are violated.
- 23.3.1 Fails to furnish original Technical / Financial (Tender Paper cost, EMD / Bid Security) instruments before the designated officer within the stipulated date and time.
- 23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 23.3.3 If the L1 bidder does not turn up for agreement after finalisation of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner / member / proprietor, he/they shall neither be allowed for participation in bidding for three years nor his/their application will be considered for registration and action will be initiated to blacklist him / them as per the Para 22.3. of OPWD Code Volume-II.
- 23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus. Accordingly, the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:**24.1 UNBLOCKING OF PORTAL REGISTRATION.**

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

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

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

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

Procedure to Participate in on-line bidding e-procurement

GENERAL

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The authority belonging to the major discipline is competent to invite tender of **composite bids**. He will also nominate the Executive Engineer who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. For **composite tender**, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 1.3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and **the Superintending Engineer/Executive Engineer may in his discretion without prejudice to any other right or remedy available in law, cancel the contract**. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.4. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6. 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. Deleted
- 1.8. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a one-time activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc.
 - 1.8.1. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC*. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective Cas stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - 1.8.2. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersorissa.gov.in 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. Contractors exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

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

1.9. The bidder intending to participate in the bid on-line shall prepare the demand draft towards cost of bid as per IFB (except for exempted contractors) and up load the scanned copy of the draft to the portal against the bid where he is participating and the original shall be deposited to the tender inviting officer with in the **period** specified in the "Invitation For Bid". If the Bidder fails to deposit the original demand draft towards cost of bid within the stipulated time his bid shall be rejected and action as per prevailing rule shall be taken.

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 for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.

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

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

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

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

3. QUALIFICATION CRITERIA:

3.1. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document listed under clause 3.2 in prescribed format wherever warranted in support of qualification information .The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal on demand by the Employer prior to award of contract, failing which bids will be cancelled.

3.2. The bid shall include following information and documents.

- a. Copy of valid contractor's registration certificate, PAN card, VAT clearance certificate and labour licence 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 if any.
- c. Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents. Schedule-C.
- d. The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work as per Schedule-C.
- e. DELETED
- f. **The contractor intending to hire/lease equipments /machineries are required to furnish proof of ownership from the company/persons providing equipment/lease deed and duration of such contract.**
- g. The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license for executing the water supply/sanitary engineering works/electrical installation works/mechanical works/ building electrification works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Contract data in any one year.

3.3. DELETED

7. ADDITIONAL INFORMATION REQUIRED.

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

DELETED

Note:-

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

8. 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 blacklisted/suspended by the competent authority.

4. ONE BID PER BIDDER:

- 4.1. Each bidder shall submit only one bid for one package. A bid is said to be 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.
- 4.2. Bidders are to submit only the original BOQ uploaded by publisher after entering the relevant fields without any alteration / deletion /modification. Multiple BOQ submission shall lead to cancellation of bid.
- 4.3. In case of item rate tender bidders shall fill-in their rates other than zero value in the specified cells. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.

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. Central or State Sales Tax, Octroi, Value Added Tax or any other local taxes, ferry, tollage charges, EMF, DMF, additional 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, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.
- 6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

Contractor

GENERAL MANAGER

9. **BIDDING DOCUMENTS**

7. GENERAL INSTRUCTIONS:

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

8. CLARIFICATION OF BIDDING DOCUMENTS:

- 8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours 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.tendersorissa.gov.in / notice board and through paper publication.
- 9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the deadline for submission of bids.

10. **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

11.1.1. 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 upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Submission of documents shall be affected by using DSC of appropriate class.

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

- (i) Cost of Bid Document
- (ii) Bid Security in prescribed shape

12. **“Technical Bid”** shall comprise.

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

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

- (i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

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

12.2. **DELETED**

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

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

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

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

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

12.8. **DELETED**

12.9. **DELETED**

12.10. **DELETED**

12.11. **DELETED**

12.12. **DELETED**

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

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

- (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or byelaw 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 bid:**

The civil contractor in order to take part in the **composite tender** should enter into an M.O.U. (Memorandum of Undertaking duly notarized) with eligible registered electrical contractor having valid H.T/L.T licence, for execution of electrical installation and other electrical works and a copy of such M.O.U should be attached with the tender as per the proforma at **Schedule- J** which shall form a part of tender. Furnishing scanned copy of electrical license, **PAN, GSTIN along with the M.O.U is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection, the original of which need to be furnished during verification. The above M.O.U.** is not required in case of the civil contractor having registration in H.T/L.T electrical licence with the same name & style.

13. CURRENCIES OF BID AND PAYMENT:

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

14. VALIDITY:

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

14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request without any risk of forfeiture of his bid security.

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

15. BID SECURITY:

15.1 The bidder shall transfer online EMD/Bid security for the amount mentioned under contract data through a process mentioned in works department O.M No.6785 dt.09.05.2017

- a. DELETED.
- b. DELETED.
- c. DELETED.
- d. DELETED

15.2 The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.

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

15.4 In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Orissa, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.

15.5 The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.

15.6 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any.

15.7 The Bid Security may be forfeited

- a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
- b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid
- c. If the Bidder fails to submit the original documents within the stipulated date pursuant to clause 3.1,
- d. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security including additional performance security if any.

16. FORMAT AND SIGNING OF BID:

- 16.1. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.
- 16.2. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.
- 16.3. The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been uploaded in appropriate place he clicks the submit button to submit the bid to the portal.
- 16.3.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 16.3.2. In the e-procurement process each process are 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 uploaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

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 & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS:

19.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purposes 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, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and 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 online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

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

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

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

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

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

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

21.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.

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

21.5.3. **After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects. But on account of such modification, there should not be any change in "Financial Bid".**

- 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 (usually on the 21st day of opening of the technical bid)
- 21.5.5. **Immediately (usually within 3 or 4 days), on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders.** They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. **The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.**
- 21.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per clause no 30 shall be taken against the bidder/contractor.
- 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 authorised 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: -
- a. Whether the Bid security is confirmed by issuing institution/bank.
 - b. Has submitted legible documents for evaluation
 - c. Meets the eligibility criteria defined in *Clause 3* and;
 - d. 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
- (a) Which affects in any substantial way the scope, quality, or performance of the works.
 - (b) 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
 - l 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**F. AWARD OF CONTRACT****26. AWARD CRITERIA:**

- 26.1.** The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has **offered the lowest evaluated price**.
- 26.2.** On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.
- 26.3.** Competent Authority on behalf of Governor of Orissa reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 26.4.** The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

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

- 27.1** In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalised with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from disincentivising the bidder.
- 27.2** The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

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

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

Contractor**GENERAL MANAGER**

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

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

29.2. The bidder shall **within 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.

29.2.1. Following documents shall form part of the agreement.

- a. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.
- b. Standard Bid Document P.W.D. Form **P1**

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

29.4. On acceptance of the **composite bids** by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component **of the work** on behalf of the Governor of Orissa, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline as per DTCN clause no.8

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.

PROCEDURE FOR ELECTRONIC RECEIPT, ACCOUNTING AND REPORTING OF COST OF TENDER PAPER AND EARNEST MONEY DEPOSIT ON SUBMISSION OF BIDS

(As per Works Department OM No.6785/W dt. 09.05.2017).

1. The State Government have formulated rules and procedures for electronic receipt, accounting and reporting of the receipt-of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. <https://tendersodisha.gov.in>.
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/CICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc, in phases (ANNEXURE-A). The process outlines as well as accounting and reporting structure are indicated below.
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.

- c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
- a) Designated Banks (SBI/ICIC) Bank/ HDFC Bank) Payment gateway are being integrated with e-Procurement Portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks Participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
- a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
13. **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Pre-qualification/ Technical/Financial bid as mentioned in the bidding document and in line with Works Department Office memorandum No.7885, dt. 23.07.2013.
14. **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment option.
- i) A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii) A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- . Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account by adding the account number as mentioned in the Challan as an interbank beneficiary.
15. **Bid submission:** Only after receiving intimation at the e-Procurement portal regarding successful transaction by bidder, the system will activate the Freeze Bid Submission 'button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
16. **Settlement of Cost of Tender Paper:**
- a) **Cost of Tender Paper:** In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise Challan separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Mics, General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper.
 - b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury Portal.

- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc, **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of Challan and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure–A.

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

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

18. Forfeiture of EMD:

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

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited the e-Procurement portal will direct the Bank to transfer the EMD value from the pooling Account of SPC to the registered account of the tender inviting authority.
- b) The tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the state government treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Mic. General Services-00-101 –Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the imitation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision/ customizations at their end to enable the provision for online payment refund as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful trisection during reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file provide confirmation to NIC on the same.

10. Role of State Procurement Cell:

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

- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering Process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online Challan from the Odisha Treasury Portal and make the remittance through over-the-counter facility of NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing Challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments/ State PSUs/ Autonomous Bodies/ ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-Procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
- h) e-Procurement system will update the status accordingly for reconciliation report.

11. **Role of National Informatics Centre:**

- a) Customize e-procurement software and webpages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify/ rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface for organizations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Government account using the Odisha Treasury portal.

12. **Role of Cyber Treasury**

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury, and it shall submit the accounts to A.G. (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. **Redressal of Public grievances**

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

14. **Applicability and modification of existing rules/ orders:**

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

Contractor

GENERAL MANAGER

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

ANNEXURE-A

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

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids.
Government Departments	<p>1.The payment towards the cost of Tender Paper in case Government Departments shall be collected in separate polling account opened in focal Point Branch Called e-FPB of respective designated banks {as started in Para 2}at Bhubaneswar on T+1_day.</p> <p>19. With referenced to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account 0075-Misc.General Service – 800-OtherReceipt – 0097-Misc. Receipts – 02237-Costof Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>In Case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch Called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the Procurement portal will direct the Bank to transfer the EMD value from the pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
State PSUs Statutory Corporations Autonomous Bodies and Local Bodies.	<p>1.In Case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies and Cost of Tender Paper, submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch Called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>20. The paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies etc. after opening of bid.</p>	<p>21. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch Called-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>

Contractor**GENERAL MANAGER**

SECTION 2
(TECHNICAL SPECIFICATION)
DETAILED TENDER CALL NOTICE

FOR ROAD, BUILDING AND BRIDGE WORKS.

Sealed Percentage rate bids in **SINGLE COVER** are invited from **“C” & “D” Class** contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work **“Construction of toilet block at Govt. Municipal Girls Highschool , Aska Road , Berhampur under CSR fund 2024-25”**

1. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & conditions of contract and other necessary Documents can be seen in the website <http://tendersorissa.gov.in>
2. **The bidder must transfer the security amount @1% (one percent) of the estimated cost put to tender of Rs. 18,96,264/- i.e. Rs. 18,970/- only & cost of bid document through online i.e Rs. 7,080/- (including 18% GST) . (Works department O.M No-6785/W. Dtd.09.05.2017.**
3. The Bid documents are available on official website of Government: <http://tendersorissa.gov.in> from **11.00 hours of 18.06.2026 to 17:00 Hours of 01.07.2026.**
4. The Bidder must possess compatible Digital Signature Certificate (DSC) of Class II or Class-III.
5. The bid is to be submitted in Single **cover**
 - (I) **Cover-1**-is to contain scanned copy of Registration certificate, PAN/GST IN / Machineries documents if any/ Affidavit /MOU as specified, Litigation and other documents required as per the relevant clauses of the DTCN. The contractor belongs to outside State of Odisha and not started business should submit an undertaking in the form of an affidavit indicating in that they are not registered on the GSTIN as they have not started any business in the state in they have not liability under the act. But before award of contract such bidders have to produce GSTIN clearance in form GSTIN-612 & the price bid duly filled by the bidder in BOQ
 - (II) **Cover-2-N/A**
6. Bids shall be received only “online” **on or before 17:00 Hours of 01.07.2026. Bids received “online” shall be opened at 11:00 Hours on 02.07.2026 in the office of GENERAL MANAGER, OB&CC Ltd., BERHAMPUR** in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of receipt and on date of opening of Bids as specified, the bids will be received and opened on the next working day at the same time and venue maintaining the same time gap between receipt and opening.
7. The bidders are required to produce original documents via **Registration, GSTIN Certificate, and PAN Card, MOU along with the documents relating to ownership and hiring of Plants & machineries** within three working days from the date of opening of the tender. Furnishing 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)
8. The civil contractor in order to take part in the **composite tender** should enter into **an M.O.U. (Memorandum of Undertaking duly notarized)** with eligible registered electrical contractor having **valid H.T/L.T licence**, for execution of electrical installation and other electrical works and a copy of such M.O.U should be attached with the tender as per the proforma at **Schedule- J** which shall form a part of tender. Furnishing scanned copy of electrical license, PAN, GSTIN along with the M.o.U is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection, the original of which need to be furnished during verification. The above M.O.U. is not required in case of the civil contractor having **registration in H.T/L.T.** electrical licence with the same name & style.
 - (i) The contract will be drawn in P.W.D. P-1 contract form and will constitute 3 parts as follows.

a. Part – I	:	For Civil items of works
b. Part – II	:	For Electrical. Items of works
C. Part-III	:	For PH items of work (if any)

The contract shall be drawn & signed by **GENERAL MANAGER, OB&CC Ltd., BERHAMPUR** behalf of the Governor of Odisha.

Contractor

GENERAL MANAGER

22. The Civil items of works as per Part-I of Schedule of quantities, Electrical items of works (both internal & external) as per part-II of Schedules of quantities and P.H. items of works (both internal & external) as per Part-III of the Scheduled of quantities of the Agreement shall be supervised measured and check measured by the **GENERAL MANAGER, OB&CC Ltd., BERHAMPUR for CIVIL , E.I work and PH works.**

In the interest of expeditious execution of work, payment of interim bills (Running A/c bills) shall be made by the **GENERAL MANAGER, OB&CC Ltd., BERHAMPUR** for final adjustment and compilation of accounts.

GENERAL MANAGER, OB&CC Ltd., BERHAMPUR shall be responsible for proper and timely execution of their respective items of works and implementation of the terms and condition of the contract. The contractor shall be bound to receive and act as well according to the direction of the Engineer-in-Charge.

9. The work is to be completed in all respects within **05 (Five) Calendar Months**. Tenderer whose tender is accepted must submit a work programme at the time of execution of Agreement.
10. All tenders received will remain valid for a period of **90 (Ninety)** days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
11. (i) The Contractors are required to furnish evidence of ownership of principal machineries/equipment in **Schedule-C for which contractor shall have to secure minimum 75% of marks failing which the tender shall be liable for rejection.**

(II)The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged and produce certificate from the Executive Engineer under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of Government of Orissa or Engineer-in-charge of the project (in case of non-Government projects) under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender

(iii). The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a period as to be able to execute an item of work as per original work programme which will be part of the Agreement.**

(iv)The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a **minimum period of 09 (Nine) Months** from the last date of receipt of Bid documents.

12. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has **abandoned** any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents an affidavit to this effect is to be furnished in **Schedule – F**. Non furnishing of the information regarding litigation & debarring in **Schedule-E** and required affidavit in **Schedule-F** the bid document will be summarily rejected.
13. **No Relation certificate.**

The contractor shall furnish the information regarding no relationship / relationship along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. This information is contained in the affidavit along with other information in **Schedule-A**. There is no need to furnish this information in other shape.

14. DELETED

15. Each tenderer is to submit along with tender a note regarding his experience on construction of Road/Bridge Works.

a) Name of the Bridge/ Road:-

b) Estimated Cost:-

c) Total Length:-

d) Major Item of works/Type of Bridge:-

e) Quantity of items _____ i) as per Agreement:-

_____ ii) as per execution:-

f) Date of Commencement:-

g) Stipulated date of Completion:-

h) Actual date of completion:-

i) Other details if any.

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

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

18. If the **application is made by a firm in partnership**, it shall be signed by all the partners of the firm above their full type of written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

19. If the **application is made by a limited company or a corporation**, it shall be signed by 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.

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

21. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the application along with his signature or the signature of his authorized representative at the bottom of each page.

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

23. 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) DELETED

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

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

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

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

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

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

f) The Contractor will write percentage excess/ less up to one decimal point only. If he writes the percentage excess / less up to two or more decimal points, the first decimal point shall only be considered without rounding off.

Contractor

GENERAL MANAGER

- g) The tender shall be written legibly and free from erasures, overwriting 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 specified 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
24. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderer cannot be entertained.
25. The drawings if any furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
26. Every tenderer is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
27. The offer of tender shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.
28. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

A. Special Conditions: (Additional Performance Security):-

The bidders have to submit the Additional Performance security amount as per Works Dept. Order no **4559 dt 05.04.2021** in shape of Term Deposit Receipt/ Bank guarantee pledged in favour of the **GENERAL MANAGER, OB&CC Ltd., BERHAMPUR payable at BHUBANESWAR** in original before acceptance of tender, if their quoted amount is less than the estimated cost

B. Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.

If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected, and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/ their authorized representatives, the concerned **GENERAL MANAGER, OB&CC Ltd., BERHAMPUR** will remain present.

(iii) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II (Works Department No.10224 dt.01.09.2015)

"If the rate quoted by the SC & ST category contractors comes to 14.99% (decimals up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of Works Department Resolution No.27748 dt.11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other category of contractors whose rates are 14.99% less than the estimated cost".

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.

29. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wordings will not be accepted.
30. **Schedule of quantities are accompanied in Cover-II (Price Bid).** It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this

schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

Clause 31:- (W/D Memorandum No 15847 dt.19.11.19) & W/D office memorandum no-8189 dt.07.06.2021

Price Adjustment

31.1: 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 procedure and as per formula given in the following paras.

(a) The price adjustment shall apply for the work done from the start dates given in the contract data up to end of the initial intended completion date or extension granted by the Engineer and shall not apply carried out beyond the stipulated time for reason attributed to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in the following Paras.

I Following expressions and meaning 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 secure advance recovered, if any during the month. It will exclude value for the work executed for extra items under variations.

31.2: To the extent that full compensation for any rise or fall in coat to the contractor is not covered by the provisions of this or other clause 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 adjusting prices are:

31. (a) (i): Adjustment of Other Materials Component

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

$$32. \quad V_M = 0.85 \times P_M / 100 \times R \times (M_1 - M_0) / M_0$$

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

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

M_1 = 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.

33. P_M = Percentage of local martial components (other than cement, steel, bitumen and POL) of Work.

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

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

$$34. \quad V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_1$$

V_c = Increase or decrease in the cost of work during the month under consideration due to change in the rates for cement.

C_0 = All India wholesale [price index for the Ordinary Portland cement (OPC) on 28 days preceding the date of opening of Bids as publication by the Ministry of Commerce and industry Government of India, New Delhi.

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

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

$$35. \quad V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

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

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

S_1 = 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.

P_s = Percentage of steel component of the work.

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

Contractor

GENERAL MANAGER

31 (a) (iv): Adjustment for bitumen Component

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

$$36. \quad V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in the rates 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 days of the month under consideration.

P_b = Percentage of bitumen component of work.

31 (a) (v): Adjustment towards differential cost of pipes.

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

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

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

P_{i1} = All India Wholesale 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 Wholesale 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.

31 (b): Adjustment of Labour Component

price adjustment for increase or decrease in the cost of labour shall be paid in accordance with the following formula.

$$37. \quad V_L = 0.85 \times P_L / 100 \times R \times (L_1 - L_0) / L_0$$

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

L_0 = The minimum wages for unskilled labour as notified by Government of Odisha as prevailing in last stipulated dates of receipt of tender including extension, if any.

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

P_L = Percentage of labour component of the work.

31 I: Adjustment of Labour Component

Price adjustment for increase or decrease in the cost of 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 cost of work during the month under consideration due to changes in 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 days 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 days of the month under consideration.

P_f = Percentage of fuel and lubricant 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.

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

24. Price adjustment for increase or decrease in 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 cost of work during the month under consideration due to change in rates for plant and machinery spares.

P_0 = All India wholesale price index for machinery 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 machinery 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 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 observe that, the commodity 'Bars and Rods' 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mention as such in WPI 2004-05 & 2011-12 series. Therefore, following items in WPI 2004-05 & 2011-12 Series shall be consideration corresponding to items in WPI 1993-94.

Sl.No.	Item in WPI 1993-94 series	Item in WPI 2004-05 Series	Item in WPI 2011-12
1.	Cement	Gray 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.

31(e) : APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement/refund of difficult 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 inspecting of the same by a duly authority 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 15 days if his becoming aware of any alternation 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 in given pursuant to this condition along with information relating to there to which he may be in a position to supply

37. Percentage Table

Sl. No.	Category of works		% Component (Cost wise)		
			Labour(P1)	POL(P1)	Steel (P _s)+cement(P _c)+ bitumen(P _b) + pipes(P _{pi})+ plant& Machinery spare component (P _p) + other materials
1	CIVIL works (% of component)	Road Works	5	5	90
		Bridge Works	5	5	90
		Building Works	5	5	90
2	Irrigation works(%of component)	Structural Works	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 material-20%
		Sewer Line	5	5	Pipe-70%* Machinery + other material-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 work and shall be provided in the bid document in shape of "**Schedule of Adjustment Data**" as an "**Appendix to Bid**"(enclosed 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 material and Machinery shall contributes to 90% pf 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 Bid Document.

CI.No-31 of F2/P1 Contracts Sl. No	Index description	Source of Index	Base value	Base Date*	Weightage of item**
31(a)(i)	Other Materials	All India Wholesale price index (all commodities) as published by the Economic Adviser to the Govt. of India, Ministry of Commerce and Industry.			79.03%
31(a)(ii)	Cement	Wholesale price index for cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt.of India, Ministry of the Commerce and Industry.			5.53%
31(a)(iii)	Steel	Whole sale price index for steel (Mild Steel-Long Products) as published by the office the Economic Advisor to the Govt. of India, Ministry of the Commerce and Industry.			5.19%
31(a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL deport			0%
31(b)	Labour	Minimum Wages notified by the Labour and Employee's sates insurance Department of Government of Odisha, India			5%
31l	POL	Official retail price of HSD at Nearest IOCL/HPCL/BPCL Consumer pump deport.			5%
31(d)	Plant and machinery	Whole sale price index for Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			0.24%
Total					100%

*Values to filled up at the time of drawl of contract.

**Values to filled up in the bid document.

32. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.

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

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

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (**Initial Security Deposit**) and **additional performance security as per Clause 29 of DTCN** in form of Time Deposit Account / Bank Guarantee duly pledged in favour of the **office of GENERAL MANAGER, OB&CC Ltd., BERHAMPUR** and sign the agreement in the **PWD Form P1** for the fulfillment of the contract in the office of the **GENERAL MANAGER, OB&CC Ltd., BERHAMPUR** as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

Contractor

GENERAL MANAGER

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

b) Standard P.W.D. Form P1 with latest amendments.

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

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

35. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
36. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
37. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
38. 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 Executive Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor.
39. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts are necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply includes pipe water supply wherever available for the staff and labour as well as for the work.
 - d. Fees and duties levied by the municipal, canal or water supply authorities.
 - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
40. After the work is completed, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
41. No payment will be made for benchmarks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental items of works.
42. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.

Contractor

GENERAL MANAGER

43. 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.
44. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the Engineer-in-Chief (Civil) during office hours 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 the tenders must be received in order and according to the instructions.
45. Tenderers are required to go through each clause of P.W.D. Form P1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of PWD Form P1 with latest amendments shall supersede the condition of DTCN.
46. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT&H & H, Govt. of India. MoRT&H Specification for Road & Bridge work (Latest Revision) shall be the guidebook for execution, quality assurance, specification and measurement for all items of Bridge & Road works.
47. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and watertight.
48. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
49. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
50. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
51. 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.
52. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
53. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
54. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per Clause of P1 agreement.
55. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
56. All the materials which are to be supplied from P. W. D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After the issue from the P. W. D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
57. Though Departmental issue of cement and steel has been indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sorts of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
58. TOR rods, plates and structural members will be supplied in quantity, length and size available in 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.
59. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D /s.
60. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.

Contractor

GENERAL MANAGER

61. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
62. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
63. The stack of road metal and gravel will be measured in boxes of 1.5m × 1.5 M × 0.5M which will be taken as 1.5m × 1.5M × 0.44M = 1 cum. The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
64. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
65. In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
66. Sinking of wells shall be measured as per MORT&H, Specification for Road & Bridge work (latest revision).
67. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and desalting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
68. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
69. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.
70. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate.
71. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the department.
72. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
73. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
74. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
75. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
76. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost .The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
77. a) It should be clearly understood that **the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.**
 - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 - d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
 - e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
78. The thickness of cement concrete in top plugging should be as per Departmental drawing.

Contractor

GENERAL MANAGER

79. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance the contractor shall carry out. Suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
80. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
81. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT&H for Road and Bridge works (Latest Revision).
82. No claim for carriage of water what-so-ever will be entertained.
83. **The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentices at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer.** The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
84. **Super class contractors employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa.** The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such 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 Performa contained in a separate sheet vide Schedule-B.
85. It is the responsibility of the contractor to procure and store explosives required for blasting operation. Department may render necessary possible help for procuring license.
86. Orissa Construction Corporation Ltd. Will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
87. **Amendment of existing Clauses :-** By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes , octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in –Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regards availability of materials, labour and other factors.
88. 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.
89. GST
- Since work is executed in the GST period, provisions of GST Act will be applicable for this work and the TDS provision under the GST Act (i.e. Section 51 of OGST Act and Section 51 of CGST Ahave has not yet come into effect. Therefore, no TDS deduction is to be made under GST Acts against payments released or to be released to the executants on or after 01.07.2017 till further communication.
 - As per GST Acts, the executants are bound to issue GST invoices for receiving payment. Therefore, once the measurement of the work is completed (running / final measurement) and the gross amount payable to the executants is determined by the Engineer-in-charge of the work, the executants shall issue GST invoice for the gross amount receivable by him.

Contractor

GENERAL MANAGER

- On receipt of GST invoice from the executants, payment shall be released to him, without TDS for the time being till further communication.

The executants, on receipt of payment, have to discharge his tax liability under the GST Acts accordingly.

90. 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 Executive Engineer with their bills, falling which the amount towards royalties of different materials as submitted by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
91. Under no circumstances are interest chargeable for the dues or additional dues if any payable for the work.
92. 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.
93. **Sample of all material** – The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.
94. **Trial Boring** – The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
95. Any defects, shrinkage or other faults which may be noticed within **36 (thirty six) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **36 (thirty six) calendar months** from the date of successful completion of the work.
96. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
97. Deleted
98. **Payment for variation in price – (Vide Works Department Memorandum No-15847 /W dt.19.11.2019**
99. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
100. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
101. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in-charge every month.
102. The tenderer should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
103. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
104. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the P-1 Contract.

Contractor

GENERAL MANAGER

105. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa Detailed Standard Specification, Orissa P.W.D. Code, Bridge code and MoRT&H specifications with latest revision / amendment are also binding on the part of the contractor.
106. No part of the contract shall be sublet without written permission of the concerned Executive Engineer/ Superintending Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
107. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
108. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
109. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
110. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
111. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
112. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
113. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
114. Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC / MORT&H & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.

An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.

After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

- 115 **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill.

All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to will be borne by the contractor.

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

Contractor

GENERAL MANAGER

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

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

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

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

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

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

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

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

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.

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

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

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

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

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

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

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

(d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop / store at **BHUBANESWAR** in the same good condition in which they were received by him.

Contractor

GENERAL MANAGER

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

THE SCHEDULE

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

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

Signed by :

26. 2.

Signed sealed and delivered in the presence of

1.

2.

116. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
117. 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 halfway/ recession of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.
118. The information furnished must be sufficient to show that the applicant is capable in all respects of successfully complete the envisaged work.

Contractor

GENERAL MANAGER

119. 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 blacklisting the tenderers shall also be taken apart from disincentivizing the tenderer.

120. ADDENDUM TO THE CONDITION OF P1 CONTRACT

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

2.1. Progress of work and Re-scheduling programme.

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

Clause-2 (b) of Percentage Rate P1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt27.05.2005 of Works Department, Orissa):-

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

2.2. Extension of the Completion Date.

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- i) Force majeure, or
- ii) Abnormally bad weather, or

Contractor

GENERAL MANAGER

- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

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

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

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

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

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

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

2.4. Management Meetings.

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

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

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

As per said amendment a Contractor may be blacklisted

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

- d. Persistent and intentional violation of important conditions of contract.
- e. Security consideration of the State i.e. any action that jeopardizes the security of the State.
- f. Submission of false/ fabricated / forged documents for consideration of a tender.

122. ELIGIBILITY CRITERIA FOR QUALIFICATION,

Applicants shall furnish the followings.

- a) As per clause No.2 & 7 (Section-2)
- b) Checklist as specified must be furnished by the bidder
- c) Scanned copy of **valid Registration Certificate, GSTIN certificate, PAN card** along with the tender documents and furnish the Original Registration certificate, GSTIN certificate and Pan card, for verification within (5) five days of opening of the tender before **GENERAL MANAGER, OB&CC Ltd., BERHAMPUR.**
- d) Information regarding **current litigation, debarring / expelling of the applicant or abandonments** per Schedule-E & **affidavit including authentication as per Schedule "F"**
- e) **MOU with HT/LT electrical contractor.**
- f) Evidence **of ownership of major items of construction equipment, named evidence of arrangement** of processing them on hire/lease/buying as defined therein. **As per Schedule C (Annexure I)**
- ~~g) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined for construction. (As per Schedule B)~~
- h) Undertaking that he/she will submit the requisite security deposit if he will be the L1 bidder.**

Submission of original bid security and tender paper cost as prescribed in the relevant clause of DTCN after last date and time of submission of bid before the stipulated date & time for opening of the bid. **Non-submission of bid security and tender paper cost within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration. Each bidder should further demonstrate:** Availability (either owned or leased) of the following key and critical equipments for the work: Based on the studies, carried out by the Engineer the minimum suggested major equipments to attain the completion of works in accordance with the prescribed construction schedule are shown in the Schedule –C, for which contractor shall have to secure minimum **75% marks** failing which the bidder is liable for rejection.

123. SPECIAL CRITERIA FOR E.I WORK

The bidder has to be submit an undertaking along with tender documents with the flowing special criteria for E.I work

- ✓ It is duty of agency to inspect the electrical installation work and obtain certificate from electrical inspector else the final bill will not be process.

- NOTE:**
- (i) Scanned copies of evidence of all documents to justify Eligibility under the above clauses are to be furnished with the online bid.
 - (ii) Submission of information as required as per Schedule-A, B & C in format other than Schedule-A, B & C is not acceptable & will lead to rejection of the tender.

- 124. As per works department Letter no 3606 dt.25.03.2022 when need arises the contractor is bound to produce the bills and vouchers in support of procurement of materials utilized in execution of works contract before the Engineer –in-charge of the works.**

Total:-124 (One hundred twenty Four) clauses only

**GENERAL MANAGER
OB&CC Ltd., BERHAMPUR**

INFORMATION SHEET

- 1) Name of the agency / Firm / Company : _____
- 2) Mobil No. / Contact No. _____
- 3) Present address : _____
- 4) E-mail ID : _____

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

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

(*) – **Strike out which is not applicable**

Signature of the Tenderer
Date:-

Contractor

GENERAL MANAGER

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

S. No.	Name of equipment	Total requirement			Equipment in Hand			Equipment to be procured			Wheeler documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of Units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipment's**B Trucks etc.**

Reference Annexure I for list of essential equipment's for contracts.

1. If leased indicate the date when the current lease expires

Signature

Contractor

GENERAL MANAGER

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

Sl. No	Type of Equipment's	No. of machines required	Marks		
01	Truck/tripper	01 No	20		
02	Concrete mixture	01 No	30		
03	Concrete Vibrator: Needle type	02 Nos	20		
04	Water tanker (Having capacity of minimum 5000 litres)	01 nos	20		
05	Water pump (Having capacity of 5H.P. to 27 H.P)	01 nos	10		
TOTAL MARKS			100		

NOTE:

- Capacity of each plant and equipment should be as per specification attached separately.
- 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.
- The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipment as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

Contractor**GENERAL MANAGER**

ANNEXURE – II OF SCHEDULE-C

CAPACITY OF PLANTS AND EQUIPMENTS

1.	(a)	Water Tanker trailing unit	The water tanker should be a truck mounted one or as a having minimum capacity of 5000 liters.
	(b)	Smooth wheeled Roller	Weight from 8 tonnes to 10 tonnes Unballasted : 8 tonnes Approx. Water Ballasted : 9 tonnes approx. Sand Ballasted : 10 tonnes Approx
2	(a)	Compressor	Having capacity of 450 CFM
	(b)	Water Pump	Having capacity of 5H.P. to 27 H.P
	(c)	Jack Hammer	Having capacity of 2 tonnes
	(d)	Winch with grab	Winch having capacity of 5 tonne and grab having 1 tonne capacity.
3	(a)	Concrete Mixer	Batch type Concrete Mixer as per IS-1791 / 1985 for capacity of 15 Cum / hour (Tilting drum type) with power operated side loaded revolution counter, automatic shaker, Gear mounted on steel chassis with 4 MS wheels complete with suitable prime mover
	(b)	Welding generator	Having Capacity of 8-15 KW. Immersion type with vibrating Needle of 40 mm/ 50mm / 60mm & 4 meter length.
4	(a)	Diesel Generator	Having capacity of 32 K.W
	(b)	Truck	Having capacity of 12 tonnes
	(c)	Jeep	Diesel jeep having capacity of 16 H.P. with trailer.

ANNEXURE – III OF SCHEDULE- C

**CERTIFICATE TO BE ISSUED BY THE EXECUTIVE ENGINEER
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)**

Sl. No.	Name of the machineries/ equipment's	Identification No./ Engine/ Chassis No.	Capacity	Year of purchase	Condition (Working breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that →

1. I have verified the ownership documents with the identification no. of the Machineries / Equipment's.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

**GENERAL MANAGER
OB&CC Ltd., BERHAMPUR**

Contractor

GENERAL MANAGER

ANNEXURE – IV OF SCHEDULE-C**TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No.	Name of equipment & machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction equipment & Machineries deployed	Name of the place where equipment and machineries deployed	Time schedule for movement for equipments/ machineries to work site for use in tendered work
01						
02						
03						
04						
05						
06						

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature of the tenderer

Contractor

GENERAL MANAGER

SCHEDULE-"E"**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER**

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

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

Signature

Contractor

GENERAL MANAGER

SCHEDULE - F
FORMAT OF AFFIDAVIT

AFFIDAVIT

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

(Signature of Tenderer)

Title of Officer
Name of Firm

MEMORANDUM OF UNDERSTANDING IN AFFIDAVIT FORM

First party I Sri/ SmtAged Years, S/O..... At/Po/Dist -
..... (hereinafter called the First Part)

AND

Second party I Sri/ SmtAged Years, S/O..... At/Po/Dist -
..... (hereinafter called the Second Part) having H.T/L.T licence registration No
valid up to

AND WHEREAS the First Party of 1st part is the managing partner of

AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the
tender work “.....”.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS.

1. That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
2. That, the Second Party shall fulfill all the works as per the tender schedule by instruction of Engineer-in-Charge.
3. That, the First Party shall receive payment, signing the bill the document for the concerned work.
4. That, the Second Party shall abide the rules, regulation and specification of E.I. works of above said matter.

In Witness where of Both the Party have signed in presence of

WITNESS

W1 -

W2-

Contractor

GENERAL MANAGER