ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)
VIKASH BHAWAN, UNIT 8, NAYAPALLI, BHUBANESWAR - 751012
Email Id: md@obcc.in / circle2@obcc.in/ tender@obcc.in/ queries@obcc.in

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BID IDENTIFICATION NO. 39/Tender/OBCC/2026-27

DOCUMENTS FOR COVER – I

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE

NAME OF WORK: -

"Procurement of Dinning Table & Chair for SCB MCH Kataka, Hostels"

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)
VIKASH BHAWAN, UNIT-VIII, NAYAPALLI, BHUBANESWAR - 751012

BID DOCUMENTS

INDEX

Sl. No.	CONTENTS	PAGES
1	Notice Inviting Tender	
2	Checklist to be ensured by the bidder	
3	Contract Data	
4	Detailed Tender Call Notice (DTCN)	
5	Eligibility Criteria (Clause No.122 of DTCN)	
6	Instruction to Bidder for e-procurement.	
7	Formats for Schedule - A to H	
8	Contact details of Bidder	

ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ
(ଓଡ଼ିଶା ସରକାରଙ୍କ ପୂର୍ତ୍ତ ବିଭାଗ ଅଧିନର ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking under Works Department)

ବିକାଶ ଭବନ, ନୟାପଲ୍ଲୀ, ଭୁବନେଶ୍ୱର – ୭୫୧୦୧୨, ଦୂରଭାଷ – ୦୬୭୪ – ୨୩୯୦୦୪୩, CIN: U45203OR1983SGC001153
Vikash Bhavan, Nayapalli, Bhubaneshwar – 751012, Tel: 0674-2390043, Website: www.obcc.in, Email: md@obcc.in; info@obcc.in

No. 7734 **Date:** 12.10.2026
File: SMT-2125

NOTICE INVITING TENDER

Bid Identification: 39/Tender/OBCC/2026-27

The Chief General Manager-II, OB&CC Ltd, Vikash Bhawan, Odisha, Bhubaneswar on behalf of Governor of Odisha invites item rate bid in double cover system for the work detailed in the table below through Odisha Small (inclusive of Micro) Manufacturing Enterprises (OSMEs) as specified at column 7. The proof of valid registration from the appropriate authority along with all documents as per DTCN must be furnished with the bid.

Sl No.	Name of the Work	Work amount put to tender (Approx)	Concerned Nodal Officer with Head Quarter	Bid Security (EMD) (Online submission)	Bid Processing Fee (Online submission)	Class of bidder	Time for completion
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**
1	Procurement of Dinning Table & Chair for SCB MCH Kataka, Hostels	₹ 90.03 Lakhs	Chief General Manager-II	NIL (As per MSME Notification)	NIL (As per MSME Notification)	Odisha Small (inclusive of Micro) Manufacturing Enterprises (OSMEs), including manufacturing Startups, with annual T/O up to Rs. 50 Cr.	45 (Forty-Five) Days

2. The Bid document shall be available in the website https://tendersodisha.gov.in, from **dt. 16.10.2026 to 5.00 P.M. of dt. 02.11.2026** for online bidding.
3. The bidder must possess compatible Digital Signature Certificate (DSC) of Class – III. The online bidding procedure is indicated in the document.
4. The bid shall be received only on "online" on or before **5.00 P.M. of dt. 02.11.2026**.
5. Bid Processing Fee is exempted as per MSME rule.
6. EMD/ Bid security is exempted as per MSME rule.

7. The technical bids received online shall be opened on **dt. 03.11.2026 at 11.30 AM** in the office of the Managing Director, Odisha Bridge & Construction Cooperation Ltd, Vikash Bhavan, Bhubaneswar, Odisha in the presence of the bidders, who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the scheduled date of opening, then the bid will be opened on the next working day at the same time and venue.
8. Bids submitted other than e-procurement platform shall not be considered.
9. The authority reserves the right to cancel any or all bids without assigning any reason thereof.
10. Further details with any addendum, corrigendum, cancellation can be seen from the website https://tendersodisha.gov.in.

Mouttaray 12/10/26

Chief General Manager -II

12-10-2026

C.C. to:

1. The PS to The Hon'ble Minister, Law, Works, Excise Government of Odisha for kind information of Hon'ble Minister.
2. The PS to The Principal Secretary to Government of Odisha, Works Department, Bhubaneswar, for kind information of the Principal Secretary.
3. The Engineer-in–Chief (Civil), Odisha, Bhubaneswar
4. The Chief Finance Officer (CFO), OB & CC Ltd., Bhubaneswar

CHECKLIST TO BE ENSURED BY THE BIDDER

Procurement of Dinning Table & Chair for SCB MCH Kataka, Hostels

Sl. No.	Particulars	Reference to DTCN Clause No.	Whether Furnished		Reference to page no.
			Yes	No	
01.	**Cost of tender paper** : NIL (As per MSME Notification)	D.T.C.N Clause No.04			
02.	**E.M.D :** NIL (As per MSME Notification)	D.T.C.N Clause No.06			
03.	OSMEs need to have valid Udyam Registration Number and submit an affidavit at the time of bidding, self-certifying their OSME status.	D.T.C.N Clause No.07			
04.	Copy of GSTIN	D.T.C.N Clause No.07			
05.	No Relationship Certificate in **Schedule – A**	D.T.C.N Clause No.13			
06.	Works Experience & Annual Turn Over				
(A)	List of projects executed that are similar in nature to the work (**Schedule-D1)**	D.T.C.N Clause No.14			
(B)	**Annual Turn Over** to be furnished	D.T.C.N Clause No.14			
07. (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.11			
(B)	Affidavit (**Schedule-F)**	D.T.C.N Clause No.11			

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl No	Particulars	Details
1	**Bid Identification No.**	**39/Tender/OBCC/2026-27**
2	Name of the Work	Procurement of Dinning Table & Chair for SCB MCH Kataka, Hostels
3	Officer inviting tender	Chief General Manager-II, Odisha Bridge & Construction Corporation Limited, Bhubaneswar
4	Executive Engineer/ Superintending Engineer concerned with headquarters authorized as Engineer-in-charge of this work.	General Manager (I/C), Kataka Division-II, OB & CC Ltd.
5	Chief Construction Engineer with head quarter	Chief General Manager-II, Odisha Bridge & Construction Corporation Limited, Bhubaneswar
6	Accepting Authority	Chief General Manager-II, Odisha Bridge & Construction Corporation Limited, Bhubaneswar
7	Estimated Cost	**₹ 90,02,720.00**

B. BID INFORMATION

8	Class of Contractor (Clause No.1 of DTCN)		Odisha Small (inclusive of Micro) Manufacturing Enterprises (OSMEs), including manufacturing Startups, with annual T/O up to Rs. 50 Cr.
9	Time period of availability of bid documents on the website (Clause No.2 of DTCN).		**up to 5.00 PM of 02.11.2026**
10	Last Date & time of submission of Bid (ClauseNo. 2 of DTCN.)		**Time: 5.00 PM**
			Date: 02.11.2026
	Opening of Technical Bid (Cover-I) document(Clause No. 3 of DTCN.)		**Time: 11.30 AM**
			Date: 03.11.2026
	Technical Presentation		NA
11	Cost of Bid Document (Clause No. 4 of DTCN.)		
	i	Amount to be remitted **(online)**	**NIL**
	ii	in favour of	Managing Director,Odisha Bridge & Construction Corporation Limited, Bhubaneswar

	iii	payable at	Bhubaneswar
12	Bid Security/ EMD (Clause No. 6 of DTCN.)		
	i	Amount to be remitted	**NIL**
	ii	Pledged in favour of	Managing Director, Odisha Bridge & Construction Corporation Limited, Bhubaneswar
	iii	payable at	Bhubaneswar
	iv	Type of instrument	As specified in the Bid document/DTCN
13	Additional Performance Security Deposit as per Clause No.28(iii) of DTCN.		
	i	Amount	Refer Clause No.28(iii) of DTCN
	ii	Pledged in favour of	Managing Director, Odisha Bridge & Construction Corporation Limited, Bhubaneswar
	iii	payable at	Bhubaneswar
	iv	Type of instrument	As specified in the Bid document/DTCN
14	Intended completion period/Time period assignedfor Completion as per clause 8 of DTCN		45 (Forty-Five) Days
15	Bid validity period (Clause No. 9 of DTCN)		90 (Ninety) days
16	Minimum period of contract / agreement / leasedeed of equipment and machineries as per Clause No. 10 (v) of DTCN.		Deleted
17	Currency of Contract		Indian Rupees
18	Language of Contract		English
19	Clause No. 121.2(ii) of DTCN qualifying criteria		
i)	Clause No.12.2 Base year.		**2026 – 27**
ii)	Clause No.121.2 (a) The minimum annual financial turnover amount		Minimum Annual Turnover should be 10% of the Estimated Cost.
iii)	Clause No.122 (f) Similar Nature of work		NA

DETAILED TENDER CALL NOTICE

FOR THE WORK: - ***Procurement of Dinning Table & Chair for SCB MCH Kataka, Hostels***

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1. Sealed **Item Rate** bids are invited on **ONLINE in double cover system** from ***Odisha Small (inclusive of Micro) Manufacturing Enterprises (OSMEs)*** in prescribed form to be eventually drawn in P.W.D. **FORM F_2** for the work as per **Contract Data.**

(a) Department shall not supply any material for the work.

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

1.1 The procedure to participate in ONLINE bidding process-e-Procurement is attached at **Appendix–I** of the DTCN.

1.2 Joint Venture firms are not eligible to participate.

2. The Bid documents are available from official website of Government: **http://tendersodisha.gov.in** within the time period as per **Contract Data. The last date and time of submission of Bid is as per contract data.**

3. The Technical Bid documents (Cover–I) will be opened by the assigned officer in the office of the Managing Director, Odisha Bridge & Construction Corporation Limited, Bhubaneswar at **the time & date as per Contract Data** in the presence of the bidders or their authorized representatives who wish to attend.

4. ~~The cost of Bid documents is to be remitted online for Rs.11,800/- (Rupees Eleven thousand Eight hundred) towards cost of each bid respectively.~~ **Cost of Bid documents is NIL**.

5. The bid is to be submitted in two covers.

(i) **Cover-I** is to contain scanned Udyam Registration Number , GST Registration Certificate and GSTIN, PAN card, undertaking/certificates duly filled, affidavit documents self-certifying their OSME status required as per the relevant clauses of this DTCN.

(ii) **Cover-II** is to contain the price bid duly filled in and signed by the bidder.

6. The bidders shall have to submit the EMD/ Bid Security online as part of bid of the amount specified in Contract Data. Refer Contract Data.

7. The lowest preferred bidder is required to produce documents viz valid Udyam Registration Number, GSTIN, PAN card after opening of technical bid for verification purpose in latter stage, Work Experience as per Schedule D-1 within five days from the date of opening of the tender (price bid). Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as nonresponsive and thus liable for rejection.

Only Odisha SMEs are allowed for the bidding and OSMEs are required to submit an affidavit at the time of bidding, self-certifying their OSME status.

8. The work is to be completed in all respects within the **time period** as specified in the **Contract**

Data. Bidders whose bid is accepted must submit a work Programme at the time of execution of Agreement.

9. All **bids** received will remain **valid** for a period as specified in the **Contract Data** after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.

10. (i) Deleted

(ii) Deleted

(iii) Deleted

(iv) Deleted

(v) Deleted

11. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the scanned copy of information in **Schedule - E** and required **affidavit** in **Schedule – F**, the bid document will be treated as non-responsive subject to the decision of the Tender Inviting Authority.

12. Bid Capacity – (DELETED)

12.1 Disqualification

Even through the Applicants meet the above criteria, they are subject to be disqualified if they have:

i. Made misleading or false representation in the form, statements, submitted (in the form of work experience certificates); and / or

ii. Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Contractor; consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy. The rescinding of contract of a jointventure on account of reasons other than non-performance, such as Most Experienced Partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the Contractor will, however, not affect the qualification of the individual partners.

12.2 Base Year and Escalation

The base year shall be taken **as indicated in Contract Data**.

Following enhancement factors will be used for the costs of works executed and the financial figures toa common base value for works completed in India.

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

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

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

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

2021-2022 .....

2022-2023 .....

2023-2024 .....

2024-2025 .....

2025-2026 .....

Base year shall be taken as 2026-2027.

13. *No Relation certificates.*

The eligible bidder shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Executive Engineer & above in the state P.W.D. or Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

14. Each bidder is to submit along with the bid a note regarding his experience on completion of similar nature of work satisfactorily completed in Schedule-D1 & list of similar nature of works in progress in Schedule – D2. The bidder should qualify the Criteria of Similar nature of work as mentioned in Contract Data failing which the bid is liable for rejection. For similar nature of work refer Clause No.121.2(ii).

Financial Turnover of the bidder during the last five financial years duly certified by the registered chartered accountant shall be provided as per Clause 12.2.

15. If an individual makes the application, the individual should sign above his full type written name

and current address & e-mail address in a forwarding letter.

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

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

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

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

20. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.

21. The bidder may submit the bid for individual item, some of the items accumulated together and all the items taken together. Submission of more than one tender by a bidder for a particular item, some of the items taken together, all the items taken together will be liable for rejection of all such tender papers.

21.1. JOINT VENTURE – (DELETED)

22. *Item rate contract (vide Works Department letter no.8310 dt.17.05.2006)In Case of Item Rate tender:*

i. The contractor has to quote Item excess or less over the estimated cost in the Price Bid appended to the tender document. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.

ii. The Contractors may submit the tender for individual item, some of the items taken together, all of the items taken together shall submit separate tender for each case. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.

iii. The Contractor will quote Item excess /less up to two decimal point only. If he writes the Item excess/less up to three or more decimal points, the two decimal point shall only beconsidered without rounding off. (as per **Works Department Office Memorandum No.7885 dt.23.07.2013)**.

iv. In the contract P-1 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 Item rate tenders shall be prepared at the estimated rates for individual items only and the Item excess or less shall be added or subtracted from the gross amount of the bill.

22.1. As per system requirement for ONLINE bidding, the bidder should follow the instructions as described below:

Bidders are advised to submit only one Financial Bid (Cover-II) i.e. the original BOQ uploaded by publisher after entering the relevant fields without any alternation/ deletion / modification. Multiple BOQ submission shall lead to cancellation of Bid.

22.2 GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill.

23. The bidder shall carefully study the tentative 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 bidder 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 bidders cannot be entertained.

24. Deleted.

25. **(i)** Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves 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.

(ii) Amendment to Para 3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution (Works DepartmentOffice memorandum No.12366 dt.08.11.2013)

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

26. The offer of bidder shall be inclusive of cost of construction and maintenance of service road, foot bridge etc. as required for the work.

27. Deleted

28. ~~*(i) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol. II by inclusion (Works Department Office memorandum No.12366 dt.08.11.2013).*~~

~~*"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 isquoted at 14.99% (Decimals upto two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Senior Project Manager, OBCC and DAO will remain present."

(ii) *Clause 36 of Appendix IX of O.P.W.D. Code, Volume II by inclusion.*

"If the rate quoted by the SC and ST Category Contractor comes to 14.99% (decimals upto 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 dtd.11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparent lottery system along with othercategory of contractors whose rates are 14.99% less than the estimated cost" as per Works DepartmentMemorandum No.10224 dtd.01.09.2015."

(iii) *Amendment to Para 3.5.5 (V) Note II of OPWD Code Vol. I*

(Additional performance Security)

Amendment to Para 3.5.5 (V) Note II of OPWD Code Vol. I by Modification vide O.M. No.4559/W dt.05.04.2021

As per WD OM no. 4559 dt.5.4.2021 the rules for APS will prevail.

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 item wise estimated cost put to tender and bid amount)
iii	From 10% and above	150% of (difference between item wise estimated cost put to tender and bid amount)

As per Office Memorandum No. 07764600022025/173/W, Bhubaneswar Dt. 03.01.2026 of Works Department, Government of Odisha.

(This will be done as per prevailing OSMEs/ MSME procurement Guideline in the state.)

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security(APS) system :

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

- where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- The additional performance security shall be treated as part of the performance security.
- Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

Additional Performance Security (A.P.S) in shape of Term deposit Receipt pledged in favour of the Managing Director, O.B. & C.C. Ltd, Bhubaneswar **/ Bank Guarantee in favour of the** Managing Director, O.B. & C.C. Ltd, Bhubaneswar **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 bidder.**

If the Contractor fails to complete the work, the amount so furnished as **Additional Performance Security (APS)** will be forfeited in addition to the other penal clauses, if any, to be imposed.

Prevailing OSMEs/ MSME procurement Guideline in the state shall be followed.

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

30. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

31. **i)** 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.

ii) The quantity mentioned can be increased or decreased 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.

iii) If any bonafide mistake is pointed out as regards the rate of analysis or specification thereof in uploaded BOQ, in the post drawal stage of the Agreement, the same can be corrected in pursuance to Rule – 33 Appendix – IX of OPWD Code Vol.-II and payment if any made or that account shall be recovered from the subsequent Running Account Bill or any other dues arising out of in the said contract.

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

33. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the DTCN & OPWD Code / guidelines.

34. **i)** 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, facsimile or email confirmed by registeredletter. 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").

ii) 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 28 of DTCN in form of Fixed deposit receipt of any Public Sector Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the Managing Director, O.B. & C.C. Ltd, Bhubaneswar **and payable at** the place as specified in the **Contract Data** and in no other form. ISD shall be 2% of the value of the tendered amount and sign the agreement in the **PWD Form P-1** for the fulfillment of the contract in the office of the Managing Director, O.B. & C.C. Ltd, Bhubaneswar **and payable at** the place as specified in the **Contract Data** or as directed. The initial security deposit together with the Additional Performance Security (APS) and amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract as directed.

iii) 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.

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

b) Standard P.W.D. Form **P-1** with latest amendments.

iv) Failure to enter in to the required agreement and to furnish 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 security will be refunded after One year of completion of the work and payment of the final bill and will not carry any interest. ***Prevailing OSMEs/ MSME procurement Guideline in the state shall be followed.***

v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority. ***Prevailing OSMEs/ MSME procurement Guideline in the state shall be followed.***

vi) *Amendment to Para 3.5.18 Note – viii of OPWD Code Vol.-I (Works Department Office memorandum No.12366 dt.08.11.2013)*

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

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 Odisha and it is agreed that neither party to the

contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.

36. The contractor should be liable to fully indemnify the employer 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. Bidders are required to abide by the fair wages clause as introduced by Government of Odisha, 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 non-payment or less payment of his wages as per latest minimum Wages Act, the Senior Project Manager, OBCC, Puri 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 Senior Project Manager, OBCC, is final and binding on the contractor.

39. **DELETED**

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

a. Rent, royalties and other charges of materials, including all taxes as applicable, 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 bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. fortemporary occupation of land owned by Govt. at the site of the work.

b. Deleted

c. Suitable water supply including pipe water supply wherever available for the staff and labour.

d. Fees and duties levied by the municipal, canal or water supply authorities.

e. Suitable equipment and wearing apparatus for the labour engaged in risky operations.

f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.

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

h. The contractor has to arrange adequate lighting arrangement for the work wherever necessary at hisown cost.

i. Other road safety items that may be necessary at site during execution.

40. ~~After the work is finalized, 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 levelling the ground where required. The Item rate to be quoted should be inclusive of carriage of all materials and incidental item 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.

43. The bidder 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 and amendedfrom time to time.

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 MD, OB&CC during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.

45. Bidders 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 P.W.D Form **P1** with latest amendments shall **prevail upon** the condition of **D.T.C.N.**

46. Deleted

47. Deleted

48. Deleted

49. Deleted

50. Deleted.

51. Deleted

52. Deleted

53. If the bidder 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 outof 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 atany time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.

54. The selected bidder 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 bidder 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 bidder stops the work, he shall have to pay the full penalty as per clause of **P-1** 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. Deleted.

57. Deleted

58. Deleted

59. *Deleted.*

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.

61. *Deleted.*

62. Deleted.

63. *Deleted.*

64. Deleted

65. Deleted

66. *Deleted.*

67. **Deleted.**

68. Deleted

69. *Deleted.*

70. **Deleted.**

71. *Deleted.*

72. **Deleted.**

73. *Deleted.*

74. Deleted

75. Deleted.

76. Deleted

77. **a)** Deleted

b) Deleted

c) Deleted.

d) Deleted

e) Deleted.

78. **Deleted.**

79. Deleted.

80. Deleted

81. Deleted.

82. No claim for carriage fixing and fitting of water what-so-ever will be entertained as this has been included in the estimates and the bidder will quote his/ their rate accordingly.

83. Deleted.

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

85. *Deleted.*

86. **Deleted.**

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 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, 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 regard availability of materials, labour and other factors. The rate quoted by the contractor shall be excluding GST. GST as applicable for the works contract shall be payable to the contractor on bill amount.~~

88. The prevailing Item of TDS as notified by I. T. Department shall be deducted from the gross amount of the Contractor's bill towards income tax.

89. Prevailing rate of TDS on GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.

90. Deleted

91. Deleted

92. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

93. Deleted

94. **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 Chief General Manager-II, O.B. & C.C. Ltd

95. **Deleted**

96. Any defects or other faults which may be noticed within **36 (Thirty-Six) months** from the completion of the Supply work arising out of defective or improper materials or workmanship as per the direction of the Engineer- in-Charge are to be amended and made good by the contractor at his own cost; otherwise the department may recover from the contractor the cost of making good the works. **The defect liability period** for the work is **36 (Thirty Six) months calendar months** from the date of successful completion of the work.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt.of Odisha 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.

98. *Deleted*

99. Deleted

100. Deleted

101. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Ordersregarding the work whenever necessary are to be entered in this book by the OBCC Officer-in-Charge with their dated signatures and duly noted by the contractor or his

authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of OBCC and shall not be removed from the site of work without written permissionof the Engineer (General Manager, Infrastructure Division, Cuttack) and to be submitted to the Engineer-in-charge every month.

102. *Deleted.*

103. Deleted.

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 10 of the **P-1** Contract.

105. ~~Over and above these conditions, the terms and conditions and rules and regulations and specificationsas laid down in Odisha 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 Chief General Manager-II, OB&CC Ltd. 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 asper recent circular of the Government relating to his registration.

108. Any damages caused by natural calamities shall be made good 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.

110. Deleted

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 10^{th} and 16^{th} 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 books are the property of OBCC 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. i) ~~Besides, the firm / contractor shall install full-fledged field laboratory at work site for~~

~~conducting required tests as per IRC/MoRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.~~

ii) Personnel of the agency should be present at work site at the time of visit ofhigh level inspecting officers in the rank of Chief Engineer and above.

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

115. *Deleted*

116. Deleted

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

(a) Making a false statement or declaration.

(b) Past record of poor performance.

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

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

(e) Past history of litigation.

118. The information furnished must be sufficient to show that the applicant is capable in all respects tosuccessfully complete the envisaged work.

119. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, there by 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 forblack listing the tenderers shall also be taken apart from disincentivising the tenderer.

120. *ADDENDUM TO THE CONDITION OF P-1 CONTRACT*

Clause-2 (a) of P-1 Contract:- TIME CONTROL (Vide Works Department Office MemorandumNo.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-

120.1. *Progress of work and Re-scheduling programme.*

120.1.1. The Competent Authority 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.

120.1.2. As per amendment to Para-3.5.18 Note-VIII of O.P.W.D. Code Volume-I, (Vide Works Department O.M. No. 12366 dtd.08.11.2013) before acceptance of the tender. The successful bidderwill be required to submit a work programme and Milestone basing on the financial achievement so asto complete the work within the stipulated time and in case of failure on part of the agency to achievethe Milestone, Liquidated damages will be imposed.

120.1.3. 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 of the work before 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before3/4th of the whole time allowed under the contract has elapsed.

120.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress 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 contractordoes 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 overdue Programme has been submitted.

120.1.5. 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.

120.1.6. 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 atany time. A revised Programme is to show the effect of Variations and Compensation Events.

120.2. *Extension of the Completion Date.*

120.2.1. 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 date as mentioned in letter of Award. 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.

120.2.2. 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 sectionsof 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.

120.2.3. 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
- **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 datais beyond the Contractors control.

120.2.4. 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.

120.2.5. 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.

120.3. *Compensation for Delay.*

120.3.1. If the contractor fails to maintain the required progress in terms of clause 2 **of P-1 Contract** or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the General Manager (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 **of P-1 Contract** or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be 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 partof agreement) or the rescheduled milestone(s) in terms of Clause 2.5 **of P-1 Contract**, 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.

120.4. *Bonus for early completion – DELETED.*

120.5. Management Meetings.

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

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

Clause-2 (b) of Item Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Senior Chief General Manager, OBCC, shall be conclusive evidence), 20% of the value of left-over work will be realised from the contractor as penalty.

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, Odisha. Latest Govt. Notification has to be followed if any.

As per said amendment a Contractor may be blacklisted

a. Misbehavior/threatening of Departmental & supervisory officers during execution of work/tenderingprocess.

b. Involvement in any sort of tender fixing.

c. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherenceto 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.

g. Keeping business relationship with a fraud company in any manner that affects the contract executed with Govt. or Govt. Agency as per **P.W.D. Office memorandum No.10496 dt.12.07.2018**.

h. Non submission of Additional Performance Security (APS) within stipulated period as specified in Clause 27 (iii) as per Works Department Office Memorandum No.4559 dtd.05.04.2021.

121.1. The authority reserves the right to negotiate with the lowest tenderer.

121.2 Qualification Criteria:

(i) Qualification will be based on Applicant's meeting all the following pass / fail criteria regarding the Applicant's general and particular experience, and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application. Subcontractors' experience and resources shall not be taken into account in determining the Applicant'scompliance with the qualifying criteria.

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraph 121.2(ii) below.

(ii) General Experience

As per Prevailing OSMEs/ MSME procurement Guideline in the state shall be followed. The applicant shall meet the following minimum criteria:

a) Refer to NIT and Bid Data Sheet.

b) To qualify for award of contract, the bidder in its name should have in the last three financial years immediately preceding the financial year in which the bids are received, satisfactorily completed Similar nature of Furniture work and value as indicated in Contract Data. To arrive at this criterion, experience certificates issued by the principal employer as per Para 121.2. (ii) during last three years will be considered for evaluation.

The works shall have been executed by the Applicant as prime contractor or as a member of joint venture or sub-contractor. As sub-contractor, he should have completed at least one work of similar nature as per the proposed contract. For this purpose, a project shall be completed, if more than 90% of the value of contract work has been completed. In case a project has been executed by a joint venture weightage towards experience of the project would be given to each joint venture in proportion to their participation in the joint venture. For these, a certificate from the employer shall be submitted along with the application incorporating clearly the name of the work, contract Value, JV weightage, billing amount, date of commencement of works, satisfactory performance of the Contractor and any other relevant information.

c) The bidder shall be required to enclose work completion certificate issued by the relevant authority todemonstrate work experience.

d) For evaluation on experience as required at 121.2 (ii) above, the bidder must have experience as a prime contractor or nominated sub-contractor in a similar nature of work for which the information should be furnished as per requirement of Clause 12 above & in the forms in Schedule – D1 for completed works and in Schedule D2 for ongoing works that are of a similar nature to the work put totender supported with certificate not below the rank of Executive Engineer or Competent Authority.

e) The bidder must have experience of having worked in projects **requiring similar complexities**.

f) No consortium will be allowed for the project.

~~***(iii)***~~ *Deleted*

(iv) Litigated History

The applicant should provide accurate information on any litigation or arbitration resulting from contractscompleted or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant. Information in this regardshould be furnished as per requirement of Clause 11 above.

(v)*PERSONNEL CAPABILITIES: - DELETED*

(vi) Deleted

(vii) The tender papers shall bear signature of authorized person of the tenderer, the letter of authorization should accompany tender papers. The authorization should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work to the Engineer- in-Charge.

122. The Bidder must fulfill the eligibility criteria & qualifying criteria in order to qualify for the bid: EIGIBILITY CRITERIA: - To be eligible for evaluation of qualifying criteria, applicants shall furnish the followings.

a. Clear Scanned copy of required **EMD** as per the **clause No.06** and **Cost of Bid document as per ClauseNo.04**. **Exempted in case of OSMEs**.

b. Scanned Copy of valid Udyam Registration Number, GSTIN, PAN card along with the other documents as per **Clause No.07.**

c. Information in scanned copy regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and **affidavit to that effect including authentication of tender documents in schedule "F"** as per **clause 11**.

d. Information regarding experience in similar nature of works in **Schedule D-1** & progress of similar nature works in **Schedule - D2** as per **Clause No.14 & 121.2 with scanned copy of experience certificate.**

e. QUALIFYING CRITERIA: **As per Clause – 14 & 121.2 of DTCN.**

f. Only Odisha registered SMEs are allowed for the bidding and OSMEs are required to submit an affidavit at the time of bidding, self-certifying their OSME status.

Total: - 122 (One hundred twenty-Two) clauses only.

APPROVED BY
Sd/-
Chief General Manager-II
O.B. & C.C. Ltd., Bhubaneswar

Special Conditions:

1. Evaluation of Bids received shall be done as per the prevailing OSMEs/ MSME guidelines of the state.

2. Blacklisting of OSMEs for Default

(A) While the State Government intends to facilitate growth of OSMEs by making this Procurement Preference Policy, it is expected that OSMEs will not compromise on quality and timely delivery of goods to be procured from them by procuring entities. In case of any deficiency in quality, quantity or timely delivery of goods ordered for procurement, the procuring entity concerned will be free to take suitable action against the defaulting OSME, including blacklisting (i.e. debarment) from future procurement for a certain period. However, it is also expected that the procuring entities, before taking any adverse decision against any OSME, will give adequate opportunity to the OSME concerned to defend its case and shall thereafter take reasonable decision in a just and fair manner. **Any OSME aggrieved by any such blacklisting order or any other adverse order made by any procuring entity can file written representation to the MSME Department, Government of Odisha for redressal of its grievance and decision of MSME Department thereon will be binding on the OSME as well as the procuring entity concerned.**

(B) An OSME may be selling a particular goods by manufacturing the goods itself or by trading in that goods (i.e. purchasing from some other supplier and selling under its own name) or by a combination of both. This Procurement Preference Policy is intended to facilitate sale of goods manufactured by OSMEs; not goods traded by them. If an OSME wants to sale goods through trading, then the benefits of this procurement preference policy shall not be applicable to it. Therefore, while bidding, OSMEs intending to avail benefits of this policy should clearly mention (and accordingly bid) the quantity of goods that can be actually manufactured by them in their own industry located in Odisha. If any complaint is received alleging supply of non-self-manufactured goods by any OSME availing benefits of this Procurement Preference Policy, procuring authorities shall refer the matter to GM (DIC) of the district concerned in which the OSME concerned is located. The GM (DIC) shall get the matter inquired into by taking help of relevant Government authorities and give a report to the procuring authority concerned at the earliest. In case it is established that the OSME has supplied the goods or intends to supply the goods by trading (and not by self-manufacturing), then the said OSME shall be blacklisted (i.e. debarred) from future procurement processes for a certain period as decided by the procuring entity. However, it is also expected that the procuring entities, before taking any adverse decision against any OSME, will give adequate opportunity to the OSME concerned to defend its case and shall thereafter take reasonable decision in a just and fair manner. Any OSME aggrieved by any such blacklisting order or any other adverse order made by .any procuring entity can file written representation to the MSME Department, Government of Odisha for redressal of its grievance. (Note: Distinction between sale of goods by manufacturing and sale of goods by trading shall be made on the basis of definition of 'Manufacture' as given in Income Tax Act'1961.)

(C) A black-listed OSME shall not be eligible to participate in any Government procurement action (including procurement action of semi-Government entities mentioned in Para-2) anywhere in Odisha during the blacklisted period.

3. a. Defect liability period of this work shall be of Three (3) years. The security will be refunded after **Three years** of successful completion of DLP and payment of the final bill and will not carry any interest.

b. Deleted.

c. All financial instruments towards cost of SD and any other financial transaction relating to tender, agreement, etc. should be only from any **Public Sector Bank/ Post Office**, otherwise the same will not be accepted.

d. The Bidder will be required to produce the original of all/any document related to the tender which may berequired for verifying the authenticity of such documents before finalization of tender, within seven days of the notice for production of such documents, failing which it will be treated that the Bidder is unable to establish the authenticity of the documents submitted by him and therefore such documents shall be treated as **fake**, forwhich his Bid will be liable for rejection.

e. Deleted.

f. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidence in shape of Affidavit towards his eligibility for such exemption. The original affidavit is required to be furnished in office of the Chief General Manager-II, Odisha Bridge & Construction Corporation Limited on or before opening of the tender failing which the bid will be rejected.

g. The works are to be carried out as per specifications enclosed in APPENDIX-2

h. Deleted

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

4. The tests have to be planned & carried out such that the progress of work is not hampered

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

6. The special items of Works are required to be executed under this project are as follows:

a. Materials/ Special Items of works

(The details of vendors / agencies having proven expertise and experience in doing similar works shall be submitted along with successful completion certificate from respective clients in Cover – I of the bids for technical evaluation).

7. Warrantee of OEM / Specialized Sub-Vendors for individual items for their respective instruments / works are to be clearly spelt out by the Agency in Cover-I. Besides, the agency will be responsible for repairing, replacing and maintaining as will be required from time to time all items of works executed for a period of five years.

8. DELETED

9. No price escalation will be allowed at any cost.

10. Deleted

11. Deleted

12. The contractor shall make sure that the construction materials procured from various donor agencies shall be effectively utilized.

13. The contractor shall make a detailed schedule about the requirement of construction materials throughout the construction period and communicate the same to the donor agencies beforehand so that the donor agencies get adequate time for procurement. The procurement process shall not affect the construction period.

14. Deleted

Sub-Contracting of Works:

1.1 In the event of the Operator not having in-house capacity to execute any special nature of work, it hereby agrees to appoint a Sub-contractor possessing eligibility and qualification as follows.

1.1.1 Eligibility of Sub-Contractor

A. Sub-Contractor shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government body or any public undertaking, autonomous body, authority by whatever name called under the Central Govt., the State Government or local self-Government body.

B. Sub-Contractor should not be blacklisted by any government organization/ company / institution / body.

C. Sub-Contractor (including all including all its associates and contractors) shall not beaffiliated with a firm or entity which:-

   i) has provided consulting services during the preparatory stages of the Works or of the project of which the Works form a part, or

   ii) has been hired (or is proposed to be hired) by the Authority.

D. Only the Parties which are constituted as Companies under the Indian Companies Act, 1956 or Indian Companies Act. 2013, or Partnerships under the Indian Partnership Act, 1932 or Proprietorships or any legal entity as approved by the authority shall be eligible to be appointed as a single Sub-Contractor.

E. The Sub-Contractor should be a profit making firm (As per last audited financial statement) and its Net worth of last audited financial year should be positive.

F. Consortium / joint venture is not permitted.

APPENDIX – I

PROCEDURE TO PARTICIPATE IN ONLINE BIDDING E-PROCUREMENT

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending toparticipate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authoritysuch as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for aboutthe firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the StateProcurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process. Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriateregistering authority of the Sate Government before award of the work as per prevalent registration norms of the State.
   a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
   b. The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
   c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
   d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating throughJoint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory thatthe DSC issued in the name of the authorized signatory is used in the portal.

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

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

the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

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

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

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

1.7. The details of documents pertaining to the works available with the officer inviting the Bidas well as in the office of the Senior Chief General Manager, OBCC as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

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

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

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

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

2.1 The EMD or Bid Security payable along with the bid is as mentioned in the bid document.

2.2 Deleted.

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

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

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

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

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

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

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

3.2.1. The bids once submitted 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 documentshave been uploaded, the Bidder should activate submit button.

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

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

SUBMISSION OF BIDS:-

3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid

shall havea Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of 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.

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

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

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

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

3.8. Bids cannot be submitted after due date and time. The bids once submitted 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.

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

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

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

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

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

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

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

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

3.17. The ‘Online bidder’ shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. *SECURITY OF BID SUBMISSION:*

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

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

5. *DEADLINE FOR SUBMISSION OF THE BIDS:*

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

RESUBMISSION AND WITHDRAWAL OF BIDS:

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

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

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

6. *LATE BIDS:*

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

7. *MODIFICATION AND WITHDRAWAL OF BIDS:*

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

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

8. *OPENING OF THE BID:*

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

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

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

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting

the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

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

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

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

EVALUATION OF BIDS:-

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

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

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

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

8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders, and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

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

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

8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders

or their authorized representative who wish to be present.

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

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

8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

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

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

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

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

8.7.10 Price Preference and Purchase Preference shall be given as per MSME guidelines.

9. *CLARIFICATION AND NEGOTIATION OF BIDS:*

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

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

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

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

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

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

10.4. If the L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will

be initiated to blacklist him/ them. In thatcase, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution ofwork subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. *BLOCKING OF PORTAL REGISTRATION*

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

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

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

i. Fails to furnish original Technical Documents before the designated officer within the stipulated dateand time.

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

iii. Fails to execute the agreement within the stipulated date.

iv. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Technical) State

Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shallalso be initiated by **OFFICER INVITING TENDER** for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.

The minimum period of blocking of Portal Registration shall in no case be less than 180 days**. (vide W.D. Memorandum no.11744 dt.03.08.2017 of Rule-24.3 in Appendix-IX(A) of OPWD code vl.2)**

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

(W.D OFFICE MEMORANDUM NO.17254 DT.05.12.2017)

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/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below:

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

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

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

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

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

4. *Banking arrangement:*

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

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

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

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

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

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

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

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

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account,

by adding the account number as mentioned in the challan as an interbank beneficiary.

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

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

6. *Settlement of Cost of Tender Paper;*

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

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

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies

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

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

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

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

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

8. *Forfeiture of EMD :*

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

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

b) Deleted.

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

9. *Role of the Banks:*

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

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

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

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

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

10. *Role of State Procurement Cell:*

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

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

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

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments

/ State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

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

f) e-procurement system will provide a web service for payment gateway (PG) provider to pull theencrypted 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 settlementstatus against a day

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

11. *Role of National Informatics Centre :*

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

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

c) NIC will provide an interface to 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 Procurement

Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. *Role of Cyber Treasury:*

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

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

13. *Redressal of Public grievances :*

a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistakeis detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suomoto 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 ProcurementCell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

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

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

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

ANNEXURE-II

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

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

	Cost of Tender Paper on submission of bids	**Earnest Money Deposit on submission of bids**
State PSUs Statutory Corporations,	I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards	I. Amount towards **EMD** on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective
Autonomous Bodies and Local Bodies.	**Cost of Tender Paper,** on submission ofbids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days. II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e- procurement system within two working days from receipt of such instruction. II. In case of forfeiture of Earnest Money deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

APPENDIX -2:

TECHNICAL SPECIFICATIONS

1. The Technical specifications contained herein shall be read in conjunction with other documents of bid.
2. The technical specification, in accordance with which the entire work described thereinafter shall be carried outand completed by the Contractor, shall comprise the following:
    a. PART I: GENERAL TECHNICAL SPECIFICATIONS.
    b. Deleted.

PART I: GENERAL TECHNICAL SPECIFICATIONS

The detailed specification as mentioned in each item Attached separately as Annexure A.

Annexure- A

Sl. No.	Particular	Quantity in No.
1	**Dining Table** Size – Top of the dining table will be 1800mm (L) x 1200mm (W); Overall height: 775mm Legs – legs will be made of teak wood sizes 100 mm x 100 mm with side of the frame Apron/frame rail: 125mm height x 38mm thickness. Top will be of 18mm thick BWP Ply base with 6 mm acrylic solid-surface material ,All the edges of the top will be coved edges with seamless finish. Pasting shall be done with hot glue factory pasting. acrylic solid-surface top shall be Smooth, non-porous surface with inconspicuous joints. All teak wood parts of the table will be PU polish. Back side of plywood shall be hot pressed glue factory pasted with waterproof laminated (white colour) of 0.7mm. **Plywood BWP**: ARCHIDPLY/ CENTURY PLY/GREEN Ply. **Laminates**: Archidlam/ Century / Greenlam/ Merino **Acrylic Solid-Surface Material**: Corian® (DuPont), HI-MACS® (LX Hausys), Staron® (LOTTE Chemical), or equivalent make of acrylic solid-surface material. **Colour**: 5 different Colour Options for Hostel Dinning. The plywood and laminate shall be of same make. There shall be Polypropylene buffers fitted for making the floor scratch resistant. Material and Colour approval shall be taken prior to production.	**120**
2	**Steel Chair without hand rest** 1. SEAT/BACK (CHAIR): The Seat and back are made up of injection moulded high impact strength polypropylene, Polymer compound with indoor grade UV resistance. SEAT SIZE : 52.5cm. (W) x 53.2cm.(D)	**1000**

Sl. No.	Particular	Quantity in No.
	BACK SIZE : 51.6cm.(W) x40.5 cm.(H) 2. S.S UNDERSTRUCTURE OPTION FOR CAFÉ CHAIR : The tubular welded frame is made from Dia 2.22 + 0.03 cm x 0.12+0.0128 cm and 3.5 + 0.03 cm X 1.5 +0.03 cm x 0.12 + 0.0128 cm stainless steel 202 grade tube. The tubes are buff polished to give shiny finish. 3. SHOE: The shoes are made of high impact strength polypropylene polymer compound with indoor grade UV resistance and pressed fitted with tubular frame. There shall be Polypropylene buffers fitted for making the floor scratch resistant. Material and Colour approval shall be taken prior to production. Overall Dimensions of Chair Seat Height - 45.0 cm. Height - 84.5cm. Width & Depth of Chair as measured from base, width 62.3cm, Depth 55.8 cm. Make: Godrej/ Geeken/ Featherlite	

Representative Images (Only for Reference)

1. Dining Table



2. Steel Chair without hand rest





The following shall be part of the Contract:

- The Successful Bidder shall prepare/present and submit full-scale samples of the above items for inspection and approval by the Employer prior to commencement of mass production.
- Bidder to provide 5 years warranty for the products.
- Bidder to provide Material Test Certificate and warranty for the product being used such as Plywood, Acrylic Solid-Surface Material, Laminates, fittings etc.
- Successful bidder to facilitate Employer for factory inspections/ visits.
- Random sampling is to be done by the Authority from the prepared Item for third party testing. 1 (One) sample to be checked for every 500 quantity (or up to 500) of items. The cost for third party testing shall be borne by the Bidder. The testing facility should have NABL accredited.
- Bidder to attend the quality concern by the End User for repair if any in reasonable time.
    - Free repair during warranty period.
    - Maximum response time for complaint would be 48 hours.
    - No additional cost for labour, transport, or parts
- Bidder shall supply the material including conveyance and install the product in their designated locations. No additional payment shall be made for this. Installation must be done within stipulated time period.
- Authority reserves the right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the authority in this regard will be final and binding.
- Authority will increase or decrease the unit quantity of the items mentioned in the DTCN.

- Delivery Schedule is as follows:
    - 72 No. Dining Table and 600 No. Chair within 30 Days of Notice to Proceed.
    - 48 No. Dining Table and 400 No. Chair within 45 Days of Notice to Proceed.

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 Executive Engineer & above and any officer of the rank of Under Secretary and above of the Works Department, Govt. of Orissa I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date: -

SCHEDULE-B

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATEENGINEER / DIPLOMA HOLDERS

(for Super class / special class / A class contractors only)

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

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

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

Signature of the tenderer

Date :-

(NOT APPLICABLE)

SCHEDULE -C

Deleted

SCHEDULE-D1

WORKING EXPERIENCE

D-1. LIST OF SIMILAR NATURE OF PROJECTS COMPLETED

Name of Employer	Name of location andname of work	Contract price inIndian Rupees	Item of work	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of thework	Reasons for delay instarting/ completion,if any
1	2	3	4	5	6	7	8

(Relaxation of Past work Experience as per MSME guidelines)

Signature

SCHEDULE-D2

WORKING EXPERIENCE CLAUSE NO.121.2 (ii)

D- 2. LIST OF SIMILAR NATURE PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of work	Date of startingthe work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of thework, if any	Reasons for slow progress, if any, with updated billing amount
1	2	3	4	5	6	7	8

(Relaxation of Past work Experience as per MSME guidelines)

Signature

SCHEDULE-"E"

INFORMATION REGARDING CURRENT LITIGATION, DEBARR/ EXPELLING OF TENDEREDOR 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: Strik Out whichever is not applicable

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

Signature of the Tenderer

SCHEDULE -F

AFFIDAVIT (In shape of Notarized Stamp paer)

Name of the Work.

I Sri_____ aged _____years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

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 **our firm M/s……..nor any of its constituent partners / I** have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior tothe date of this bid.

3.The undersigned hereby authorized 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.

(Authorized Signatory of the firm or Bidder)

Date

SCHEDULE – G

SAMPLE FORMATS
UNDER TAKING

This is to certify that

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

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

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

Signature of the Tenderer.

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

SCHEDULE –H

RELATIONSHIP DECLARATION

To,

The Tender Inviting Officer,
Subject: (Name of the Work)
Reference : (Bid reference number)

Sir,

Pursuant to clause **13 of the ITB**, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the _____ Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

Pursuant to clause **13 of the ITB**, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department.

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

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

Yours Sincerely,

Signature of the Tenderer.

Contact Details of Bidder

Name of the Agency	
Corresponding Address	
Postal PIN Code	
Phone No	
Cell-phone no.	
e-mail ID	

Signature of the Tenderer

BIDDER's AFFIDAVIT as per Odisha Procurement Preference Policy for Micro and Small Manufacturing Enterprises' 2023 (Para 1(B))

BIDDER'S AFFIDAVIT

(Applicable to Bidders who fall under the definition of Odisha Small Manufacturing Enterprises)

I, Shri/ Smt/ Ms.....(Designation) ..... of (name of the Bidder Enterprise)..... .... solemnly state the following.

1. That annual turn-over of my enterprise is less than Rs. 50 Cr.
2. That my enterprise has a valid Udyam Registration bearing No._____ within the jurisdiction of the State of Odisha.
3. That manufacturing plant/unit of my enterprise is located in Odisha in Village/Town/City_____, Block/ULB _____, Dist._____.
4. That the goods for which I am submitting this bid are manufactured in the above-mentioned manufacturing plant/unit of my enterprise.
5. That the goods to be supplied by my enterprise shall be its own manufactured goods.
6. That my enterprise shall not supply goods which are not manufactured by my enterprise.
7. That my enterprise has not been blacklisted/debarred by any Government Organization from participating in current procurement process.
8. That my enterprise comes under the definition of Odisha Small Manufacturing Enterprise (OSME), as defined in the Policy, and is, therefore, eligible for preferences and relaxations provided in the Policy for OSMEs.
9. That I am submitting this affidavit in response to the tender No.....dated .....invited by (Organisation Name)..... for supply of (item name) .....

I certify that all information furnished by me as above are true and correct. If any information is found to be incorrect, I and my enterprise shall be liable for any punitive action as deemed appropriate by competent authority.

Date _____

Signature of Bidder

Name of the Bidder _____

Address _____

Mob No.

E-mail: