

Bid reference No. EO/AGLM-03/2026-27

**GOVERNMENT OF ODISHA
HOUSING AND URBAN DEVELOPMENT, DEPARTMENT**



**COVER – I
BID DOCUMENT
FOR THE WORK**

**“Development and Beautification of Amalapada bandha,
Angul Municipality”**

ESTIMATED COST: - Rs. 80.63 LAKH (APPROX.)

**OFFICE OF THE EXECUTIVE OFFICER,
ANGUL MUNICIPALITY, ANGUL**

GOVERNMENT OF ODISHA
e-Procurement Notice, Angul Municipality office, Angul
Bid Identification No.- EO/AGLM-03/ 2026-27
e-mail ID- angulmunicipality@gmail.com

No.2521

Date 04.07.2026

1. Number of Works : 4 (Four) number Development & Beautification of Bandha and road drain work
2. Approximate estimated cost (put to tender) : Rs. 50.93 to 80.63 Lakhs (Approx.)
3. Period of completion : 06 (Six) calendar months
4. Date & Time of availability of bid document In the portal : **Dt.06.07.2026 at 10.00 A.M.**
5. Last date / Time for receipt of bid in the portal : **Dt. 24.07.2026 up to 5.00 P.M.**
6. Date of opening (Technical Bid) : **Dt. 27.07.2026 at 11.00 A.M.**
7. Name and address of the Office Inviting Bid : Executive Officer,
Angul Municipality, Angul
8. The bidders have to participate in **ONLINE** bidding only.
Further details can be seen from the e-procurement portal
<https://tendersodisha.gov.in>

Sd/-S.P. Tripathy
Executive Officer,
Angul Municipality

GOVERNMENT OF ODISHA
e-Procurement Notice, Angul Municipality office, Angul
Bid Identification No.- EO/AGLM-03/ 2026-27
e-mail ID- angulmunicipality@gmail.com
No.2521 Date 04.07.2026

- Executive Officer Angul Municipality on behalf of Governor of Odisha invites percentage bids in **double Cover** in online mode for the construction works as detailed in the table, from the class of eligible contractors as mentioned in column – 7 (Seven) registered with the State Government and contractors of equivalent grade / class registered with Central Government / MES / Railways for execution of civil / electrical works. The proof of registration from the appropriate authority shall be enclosed along with the bid. If successful, the bidder who has not registered under the State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work.
- The bidders may submit bid for the following works.

Sl. No.	Name of the work.	Approx. value of work (Rs. In lakhs) (excluding GST)	Concerned T.I.A.	Bid Security Amount (Rs.) online	Cost of Bid Document (Rs.) (online)	Class of bidder	Period of completion
1	2	3	4	5	6	7	8
1	Development and Beautification of Happy bandha, Angul Municipality	50.93	Angul Municipality	1% Estimated Cost	10,000.00	'B' class	06 (Six) Calendar Months
2	Construction of paver road from Uttarpada School to Chhendipada road at ward No.19	56.49	Angul Municipality	1% Estimated Cost	10,000.00	'B' class	06 (Six) Calendar Months
3	Construction of paver road and drain from Basanti Durga Mandap to Amalapada Durga Mandap chowk ward No.18	59.67	Angul Municipality	1% Estimated Cost	10,000.00	'B' class	06 (Six) Calendar Months
4	Development and Beautification of Amalapada bandha, Angul Municipality	80.63	Angul Municipality	1% Estimated Cost	10,000.00	'B' class	06 (Six) Calendar Months

- Bid documents consisting of Plans, specifications, the schedule of quantities and the set of terms and condition of contract and other necessary documents can be seen in the website: - www.tendersodisha.gov.in.
- The cost of Earnest Money Deposit / Bid Security of the amount specified for the work in Col. 05 above, the bidder shall make electronic payment using his / her Internet Banking enabled account with designated Bank or their aggregator Bank such as SBI / ICICI / HDFC or the bidder having account in other Bank can make payment using NEFT / RTGS facilities of designated Banks. Bidders desirous to hire machineries or equipment's from outside the State or owned but deployed outside the State are required to furnish 2 % of the amount put to tender as Bid Security.
- The Bid documents will be available in the website: www.tendersodisha.gov.in from **dt. 06.07.2026 to 5.00 PM on dt. 24.07.2026** for online bidding.
- The bidder must possess compatible Digital Signature Certificate (DSC) of Class – II or Class – III.
- Bids shall be received only 'On line' on or before **dt. 24.07.2026 up to 5.00 PM**.
- Bids received on line shall be **opened** at 11.00 AM on dt. **27.07.2026** in the office of the Executive Officer, Angul Municipality 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 last date of sale and receipt of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- The cost of bid documents as mentioned in Col. 6, the bidder shall make electronic Payment using his / her Internet Banking enabled account with designated Bank or their aggregator Bank such as SBI / ICICI / HDFC or the bidder having account in other Bank can make payment using NEFT / RTGS facilities of designated Banks.
- The Engineer contractor who desires to avail the facility of exemption of EMD is required to submit the scan copy of affidavit to avail EMD exemption along with the bid document. Affidavit should contain how many times such facility have been availed by him prior to this during the current financial year. Otherwise, they will not be entitled to avail such facilities.

11. Other details can be seen in the bidding documents.
12. The authority will not be held responsible for any technical snag or network failure during on-line bidding.
13. The authority reserves the right to reject any or all tenders without assigning any reason thereof.

**Sd/- S.P. Tripathy
Executive Officer
Angul Municipality**

Memo No. 2522 (2) Dt.04.07.2026

Copy submitted to the **Collector**, Angul / **P.D., DRDA-cum-DUDA**, Angul for favour of kind information.

**Sd/- S.P. Tripathy
Executive Officer
Angul Municipality**

Memo No.2523 Dt.04.07.2026

Copy submitted to the Joint Director,(Advt.) Information & Public relation, Department, Loka Sampark Bhawan, Odisha, Bhubaneswar for information and necessary action with request to publish the above tender call notice in any one daily **English Newspaper and any two dally odia newspapers** in early date for wide circulation. Complimentary copy of the News Papers containing the tender call notice may be sent to this office for reference.

**Sd/- S.P. Tripathy
Executive Officer
Angul Municipality**

Memo No.2524(2) Dt.04.07.2026

Copy submitted to the **Sub-collector**, Angul / **Addl. Treasury Officer**, Angul with a request to attend the office of the undersigned for opening of e-tender on dt. 27.07.2026 at 11.00 A.M.

**Sd/- S.P. Tripathy
Executive Officer
Angul Municipality**

Memo No.2525 Dt.04.07.2026

Copy to the Office Notice Board for information of General Public.

**Sd/- S.P. Tripathy
Executive Officer
Angul Municipality**

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Reference to Clause no.	Whether Furnished	Reference to page no.
1	Cost of tender paper (Online) Rs. 10,000.00	D.T.C.N Clause No.04		
2	E.M.D (Online) 1% of the estimated cost	D.T.C.N Clause No.06		
3	Copy of valid Registration Certificate	D.T.C.N Clause No.05 & 07		
4	Copy of GSTIN	D.T.C.N Clause No.05 & 07		
5	Copy of PAN Card	D.T.C.N Clause No.05 & 07		
6	No Relation Certificate in Schedule-A	D.T.C.N Clause No.12		
7	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		
A	Affidavit (Schedule-F)	D.T.C.N Clause No.11		
8	She/He should submit the work experience certificate of similar nature of work 40% of the tendered value in any one year of the last 3(Three) financial year executed during 2023-24,2024-25 & 2025-26 (single work) from the competent authority of the concerned department.	D.T.C.N Clause No.13(ii)		
A	List of projects executed that are similar in nature to the work (Schedule-D1)			
B	Works in hand – List of projects in progress that are similar in nature to the work (Schedule-D2)			
9	Tools & Plants and machineries as per the requirement in Schedule-C	D.T.C.N Clause No. 7 & 10		
	List of plants and equipments	Requirement		
1	Excavator (chain mounting)	1 No.		
2	Concrete Mixer	1 No.		
3	Needle Vibrator	1 No.		
4	Plate Vibrator	1 No.		
5	Truck / Tipper	2 Nos.		
6	Water Tanker	1 No.		
7	Complete steel staging, centering and shuttering materials	100 Sqm.		
8	Hydraulic Excavator	1 No.		
9	Generator 33 KVA	1 No.		

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl. No.	Item	Details
1	Bid Identification No.	EO/AGLM-03/2026-27
2	Name of the Work	Development and Beautification of Amalapada bandha, Angul Municipality
3	Officer Inviting Tender	Executive Officer, Angul Municipality
4	Estimated Cost	- Rs. 80,63,000.00 (Approx.)

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	06 (Six) Calendar months
7	Last Date & time of submission of Bid	5.00 PM Date. 24.07.2026
8	Cost of Bid Document (Clause No-4 of DTCN)	
	I Bid amount (Online)	Rs 10,000/-
9	Bid Security (Clause No-6 of DTCN)	
	I Amount (Online)	Rs. 80,700/-
	ii Type of instrument.	As specified in the bid document.
10	Bid validity period	120 days
11	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 10 (v) of DTCN	06 (Six) Calendar Months
12	Currency of payment for Contract	Indian Rupee
13	Language of Contract	English

PROCEDURE TO PARTICIPATE IN ONLINE BIDDING e-procurement

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a one time activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc.
 - a. To login 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 www.tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download 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 banks by directly debiting the account of the bidders, bidders will be required to avail on-line payment.**
- 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.**
- 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 upload the clear 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 Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC, provided the questions are raised before the date mentioned in the home page under critical dates.
- 1.7. The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the concerned Assistant Engineer and will be open for inspection during working hours on all working days by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary on the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. **He is required to upload documents related to his qualification information and Bill of Quantities duly filled in.** It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bids. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid document by the Officer Inviting the Bids will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

- 1.8. Any addendum issued shall be part of the bidding documents and shall be notified in the website www.tendersodisha.gov.in / notice board and through paper publication.
- 1.8.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the clear scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.
2. **BID SECURITY & TENDER PAPER COST:** The Bidder shall transfer the tender paper cost (Online) / Bid security amount (Online) as part of its bid through a designated bank available in procurement website or NEFT/RTGS process following the procedure mentioned in **Works Deptt. O.M no.6785/W dt.09.05.2017 read with W.D Memo No.17254 / dt.05.12.2017**. Again the payment should be through a single banking transaction for multiple payment like Tender Paper Cost. The bidder shall deposit the amount towards tender paper cost (Online) during uploading the tender documents. The bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority (TIA), State Procurement Cell, NIC or the designated banks shall not be held responsible for such pendency or failure.
- 2.1 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and action will be taken as per DTCN.

(i) Procedure for payment of Tender Cost

a) 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:** Then the bidders have to select and submit the bank name as available in the payment options

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

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

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

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

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

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. In the eventuality of failure on the part of, the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L 1 bidder.

2.4 **Amendment to Para 3,5.14 Note - I of OPWD Code Vol.-I by inclusion**

If L 1 bidder does not turn up for agreement after finalization of the tender, then he shall be' debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder

otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the State.

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

2.6 **Deleted**

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

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 cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.

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

3.2.1. The bids once submitted can not be retrieved or corrected Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

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

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

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

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 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.

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 login to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic Jam or power failure. If the bidder fails to submit his modified bids 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, with-drawl of bid is allowed. But in such case he has to write a letter with appropriate reasons for his with drawl 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 & EVALUATION OF 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 login to the portal during that time.
- 8.1.1. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 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 which they appear in the "Invitation for Bid".
- 8.4. Deleted
- 8.5. The Bid openers, who have been pre-defined shall login to the portal with their respective DSC Unless all the Officers who have been declared as Opening officers, login the portal with their DSC the Tender can not be opened.
- 8.5.1. Deleted
- 8.5.2. Deleted
- 8.5.3. The bidder may be asked in writing to clarify to the documents in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation.
- 8.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 8.5.5. Immediately, on receipt of these clarifications, the Evaluating Officers, predefined in the system for the bid, will finalize the list of responsive bidders. They will login to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall login 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 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. Accordingly the Bank will remit the Earnest Money Deposit on submission / Cancellation of bids to respective bidders accounts through e-procurement system.
- 8.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

- 8.7. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee login to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.
- 8.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 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 item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 8.7.5. Rebate/discount offer if any uploaded the system shall be declared and recorded first.
- 8.7.6. The Financial bid of the bidders shall be opened one by one by the designated officers The system shall auto generate the Comparative statement.
- 8.7.7. The Bidder can witness the principal activities and view the documents summary reports for that particular work by logging on to the portal with his DSC from any where.

9. CLARIFICATION OF BIDS :

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask 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 (L 1 first, followed by L2, L3 ..) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT :

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

10.2 The contractor after furnishing the required acceptable Additional Performance security, " Letter to proceed" or "Work Order" shall be issued by the Engineer – in – Charge with copy thereof to the procurement officer – publisher. The procurement officer - publisher shall up load the summary and declare the process as complete.

10.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / Firm where such as 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 not his/their application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

11. CORRUPT OR FRAUDULENT PRACTICES:

- 11.1 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

12 **Blocking of Portal Registration.**

- 12.1 If the Registration Certificate of the contractor is cancelled suspended by the registering authority / blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 12.2 The portal registration blocked in the ground mentioned in the above Para-29.1 shall be unblocked automatically in receipt of revocation order of cancellation / Suspension / blacklisting from the concerned authority.
- 12.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who In turn shall furnish his reply, if any. within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration Within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to tile Registering Authority and concerned Chief Engineer / Head of Office if any of the following provisions are violated.
- 12.3.1 Fails to furnish original Technical **documents** before the designated officer within the stipulated date and time.
- 12.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 12.3.3 Fails to execute the agreement within the stipulated date.
- 12.3.4 If any of the information furnished by the bidder is found to be false / fabricated bogus.
- 12.3.5 **Another ground for blacklisting of contractor as per Office Memorandum No.14402/W dt.06.10.2017 After careful consideration Government have been pleased to incorporate an additional ground "Non submission of Additional Performance Security (APS) within stipulated period in pursuance to Works Department office memorandum No.14299/W dt.03.10.2017" as Sub-Rule-"g" under Rule-A of Appendix-XXXIV of OPWD Code Vol-II.**

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

13. **GUIDELINES FOR UNBLOCKING OF PROTAL REGISTRATION.**

13.1 **UNBLOCING OF PORTAL REGISTRATION.**

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

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

- 13.2 The Chief Manager (Tech) State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required and shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- 13.3 The minimum period of blocking of Portal Registration shall in no case be less than 180 days. After blocking of Portal Registration, the contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs.10,000/- (Rupees ten thousand) only (non refundable) under the head of account "0059-Public Works" as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech) State procurement Cell.
- 13.4 On receipt of recommendation from the concerned Chief Engineer along with copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

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

**DETAILED TENDER CALL NOTICE
FOR DEV.BEAUTIFICATION BANDHA WORKS.**

1. Sealed **Percentage rate** are invited **ONLINE** in **double cover** system from the eligible 'B' & 'A' Class contractors, Registered with the State Government and contractors of equivalent Grade/class registered with Central Government / MES / Railways having registration for execution of Civil works on production of definite proof from the appropriate authority. But successful bidder other than State / MES / Railways / CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work "**Development and Beautification of Amalapada bandha, Angul Municipality**" at an estimated cost of **Rs.80,63,000/-** (Rupees **Eighty lakhs sixty three thousand**) only. (Approx..)
2. The Bid documents are available in the official website of Government: <http://www.tendersodisha.gov.in> from **10.00 AM of dt. 06.07.2026 to 5.00 PM** of dt. **24.07.2026** for online bidding.
3. The Technical bid documents (Cover-I) will be opened **online** by the assigned officer in the office of the Executive Officer Angul Municipality, Odisha at **11.00 AM on dt. 27.07.2026** in the presence of the bidders or their authorized representatives who wish to attend. **If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.**
4. **The cost of Bid documents will be deposited online through designated banks available in the e-procurement portal or NEFT / RTGS method during submission of tender documents for Rs.10,000.00.**
5. The bid is to be submitted in **double cover containing Technical bid documents (Cover-I) - Affidavit for Exemption EMD if any, Schedule-E, clear scanned copy of CDMS Registration certificate, GSTIN, PAN card** and documents required as per the relevant clauses of this DTCN and Financial bid documents (**Cover-II**) containing the **price bid duly filled** in and signed by the bidder **as per the relevant clauses of this DTCN.**
- 5.1. **Deleted**
6. The online bid must be accompanied by financial instruments towards bid security of the amount @ 1% (One percent) of the estimated cost put to tender of **Rs. 80,63,087/-** rounded to nearest hundred rupees i.e. **Rs.80,700/- (Rupees Eighty thousand seven hundred)** only along with tender **which has to be deposited online through designated banks available in the e-procurement portal** as per the terms and conditions laid down in OGFR and in no other form.
7. The successful lowest bidder is required to produce documents viz original Registration, **GSTIN**, PAN card **and Affidavit towards authentication of documents in Schedule -F** after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at **Annexure-I of Schedule-C**, preferably within **five** working days from the date of **issue of letter**. Furnishing of such documents along with the Technical Bid is mandatory otherwise his/her bid shall be declared as non responsive and thus liable for **rejection**.
- 7.1 DELETED**
- 7.2 **As per Works Deptt. O.M. No. 16 dt.1.1.2015 read with No.12925 dt.23.08.2018.**
Notes- (iii) of Para-3.5.18 – The single tender received in the first call shall be cancelled without opening of the bid. **The acceptance of a single tender received, even after re-tendering should have prior approval of the next higher authority.**
Rule – 29 of Appendix-IX – When in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly, provided that the Tender Paper Cost deposited by the concerned bidder shall be refunded to him / her as per Works Deptt. O.M. No. No.12925 dt.23.08.2018. If single tender is received, even after re-tendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.
8. The work is to be completed in all respects within **06 (six)** calendar months from the date of issue of work order. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
9. All tenders received will remain valid for a period of **120** days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenders and the department.
10. (i) The Contractors are required to furnish evidence of ownership of principal machineries/equipments in **Schedule-C** as per **Annexure-I for which contractor shall have to secure minimum 80% of marks failing which the tender shall be liable for rejection.**

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- (ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site of the tendered work in **Annexure-IV** of **Schedule-C**.
 - (iii) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged and produce certificate from the Superintending Engineer as per **Annexure-III** of **Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Superintending Engineer of Government of Odisha or Engineer-in-Charge of the project (in case of non-Government projects) under whose jurisdiction the work is going on, shall not be more than **90** days old on the last date of receipt of tender.
 - (iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional **1%** EMD/Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries.
 - (v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of **06 (Six)** months from the last date receipt of bid documents.
 - (i) RC books for transport vehicles i.e Trucks / Tipper / Dumper / Mini Truck etc.
 - (ii) Purchase receipt from authorized dealers / registered suppliers (self attested copies).
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 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**. **An affidavit conforming all points as contained as contained in Schedule-F will do. Non furnishing of the information in Schedule E and required affidavit in conformity with the provision in Schedule-F, the bid document will be summarily rejected.**
12. **No Relation certificate.**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**. **Non-submission of information in Schedule-A, bid will be rejected.**
13. (i) Each tenderer is to submit along with tender a certificate regarding his experience on similar construction of paver Road and drain /Excavation work of bandha,
- a) Name of the work:-
 - b) Estimate cost
 - c) Total Length
 - d) Major item of works / Type of Bridge
 - e) Quantity of items
 - i) as per Agreement
 - ii) as per execution
 - e) Date of commencement
 - f) Stipulated date of completion
 - g) Actual date of completion
 - h) Other details if any
- ii) Works Experience (She/He should submit the work experience certificate of similar nature of work 40% of the tendered value in any one year of the last 3(Three) financial year executed during 2023-24, 2024-25 & 2025-26 (single work) from the competent authority of the concerned department.**
- (iii) The prospective applicant in its name should furnish list of similar nature of work satisfactorily completed in Schedule-D1 and list of works in progress in Schedule-D2.**
- (A) Details of similar nature of work executed – Must have completed similar nature work costing 40% of the work put to tender value in any one year of the last 3 (Three) financial years under any Govt. or public sector organization and the proof of having executed such work should be signed by an officer not below the rank of an Executive Engineer.**

14. If an individual / partnership firms / companies makes the application, the individual should sign above his full type written name and current address.
15. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
16. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
17. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
18. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings / language will not be accepted.
19. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted in English. The applicants name should appear on each page of the application along with his signature or the signature of his authorized representative at the bottom of each page.
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **P1 Contract**
Percentage rate contract (Vide Works Department letter No. 8310 dt.17.05.2006) In case of Percentage rate tender :
 - i) The Contractor has to quote percentage excess or less over the estimated cost in the prescribed format appended to the tender document.
 - ii) a) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each.
b) The price preference in favour of SC/ST & Physically handicapped tenderers shall be allowed on the basis of the existing rules in force and as amended from time to time. The concerned applicant / bidders shall have to claim the privileges and prove their eligibility with documents as desired by the accepting authority. Willing Engineering contractors have to furnish affidavit for availing exemption of EMD/ISD, to the effect that they have not been awarded more than two number of works with exemption of EMD/ISD.

The latest amendments are enforced as per Works Department Resolution No.16262 dt.30.10.2018 for SC / ST contractors registered as per OPWD code.

Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol. – II by inclusion
iii) If the rate quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost the tender accepting authority will finalize the tender through a transparent lottery system where all bidders / their authorized representatives, the concerned Superintending Engineer and D.A.O. will remain present.
iv) **Clause 36 of Appendix-IX of OPWD 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 dt.11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparent lottery system alongwith other category of contractors whose rates are 14.99% less than the estimated cost” as per Works department memorandum No.10224 dt.01.09.2015.
v) The bidder shall write his name in the space provided in the specified location I the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to **two decimal** place only in case of percentage rate tender. The rates quoted by the contractor shall be excluding GST. The GST as applicable for work contract shall be payable to contractor on each gross amount of the bill.
vi) In the contract P-1 time is essence. The contractor is required to maintain a certain rate of progress specified in the

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contract.

- vii) 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.
- viii) The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.
- ix) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
- 22. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Odisha and other relevant specifications and drawings which are available. Complaint at a future date that plans and specifications have not been seen by the bidders can not be entertained.
- 23. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
- 24. 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 can not be entertained.
- 25. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.
- 26. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
- 27. **Performance Security:**

Additional performance security :

Amendment to Appendix-IX, clause 36 of OPWD Code Volume-II vide Works Deptt. O.M. No.173/W dt.03.01.2026

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

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:
 - I.where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
 - II.where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
 - III.where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
 - IV.The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - V.The additional performance security shall be treated as part of the performance security.
 - VI.Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS), An abnormally low bid is one in which the Bid price, in

combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

2. These amendments shall take effect from the date of issue of the O.M.
3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

This has been concurred in by the Finance Department vide File No. FIN-WF1-MISC-0102-2025.

28. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
29. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
30. i) Schedule of quantities are accompanied in (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 the 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.
31. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.
32. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
33. 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 or facsimile confirmed by registered letter. The 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) **Amendment to Para 3.5.18 Note – viii of OPWD Code Vol.-1**
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 time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.
iii) The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of N.S.C / Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikash Patra / Bank Guarantee in favour of the **Executive Officer Angul Municipality, Angul** from any Nationalised / Schedule Bank in India counter guaranteed by its local branch at Bhubaneswar towards E.M.D / Initial Security Deposit / any other security deposit from the contractor or supplier and additional performance security in form of Term Deposit Receipt / Bank Guarantee as per clause 27 of DTCN duly pledged in favour of the **Executive Officer Angul Municipality, Angul** and in no other form. The performance security shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any and sign the agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **Executive Officer Angul Municipality, Angul** and payable at **Angul** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
iv) 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.
 - v) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after One year of completion of the work and payment of the final bill and will not carry any inters,
 - vi) **As concurred by Law Department & Finance Department In their UOR No 848 dtd.21.05.97 J.ORN0202 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.**
34. 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.
35. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
36. Bidders are required to abide by the fair wages clause' as introduced by Gov!. of Odisha, Works Department Leller 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.
37. 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 Executive Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor.
38. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a) Rent, royalties and other charges of materials:all other taxes including GST, labour cess, 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 will be at his own cost. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal, canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric 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 major precaution also become payable due to operation of the workmen compensation act.
 - i) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
39. 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.
40. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.

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41. 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.
42. 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.
43. 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 the office of the Executive Officer, Angul Municipality as well as in the office of the Superintending Engineer as mentioned in the contract data during office hours everyday 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.
44. Bidders are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form P-1 with latest amendments shall supersede the condition of D.T.C.N.
45. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for pre-stressed concrete bridges specifically for road and bridges issued by MoRT&H, Govt. of India MoRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for ail items of Road & Bridge works.
46. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
47. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
48. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer.
49. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
50. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
51. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
52. 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 out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
53. 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.
54. 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.
55. All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or Tor steel / M.S. Angles, Tees and Joists etc. After issue from the P.W.D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
56. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.

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57. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge.
58. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D/s.
59. 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.
60. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
61. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from culling shall be economically utilized in filling.
62. The stack of road metal and gravel will be measured in boxes of 1.5m x 1.5m x 0.5m which will be taken as 15m x 1.5m x 0.44m = 1 Cum. The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
63. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
64. In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
65. Sinking of wells shall be measured as per MoRT&H Specifications for Road & Bridge works (Latest Revision).
66. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and de-silting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
67. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
68. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.
69. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate.
70. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the Department.
71. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
72. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
73. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
74. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
75. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load .sting of bearing if considered necessary shall have to be carried out at the contractor's cost . The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
76. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
b) Concrete test specimens 150mm x 150mm x 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear

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the cost so involved in testing. The test specimen in cube should be carried out In the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code .section-III.

- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 - d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
 - e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
77. The thickness of cement concrete in top plugging should be as per Departmental drawing.
78. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction where it is not feasible to work these tolerances the contractor shall carry out. suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
79. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
80. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MoRT&H Specification for Roads & Bridge works (Latest Revision).
81. No claim for carriage of water what-so-ever will be entertained.
82. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds RS.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
83. 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. Like wise '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.
84. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
85. Odisha Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.041974. The Odisha Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
86. Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to end that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, 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 contractor has to quote percentage excess or less over the estimated cost in the price bid appended to the tender document. The estimated cost is excluding GST. The rate of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.

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

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

87. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
88. Prevailing rate of CESS i.e. @1% on estimated cost put to tender as per the building and other constructed Workers (RE & CS) Act.1996 & buildings & other construction workers Welfare Cess Act 1996 (vide Resolution No.12653 dt.15.12.2008 of Labour & Employment Department, Govt.of Odisha will be deducted from the each running bill of the contractor.
89. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of Concerned department.
90. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
91. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
92. Sample of all material - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.
93. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is 'purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
94. Any defects, shrinkage or other faults which may be noticed within **12 (Twelve)** months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12 (Twelve)** calendar months from the date of successful completion of the work.
95. 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 anyone 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.

96. **ANNEXURE-A (Works Department, Odisha Bhubaneswar Letter No15847 dt.19.11.2019 & Letter No.1739 dt.03.02.2023).**

Price Adjustment

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

- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in following Paras.
- (c) Following expressions and meanings are assigned to the work done during each month:
R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month It will exclude value for works executed for extra items under variations.

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

The formula (e) for adjustment of prices are:

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

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

$$V_M = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

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

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

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

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

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

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

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

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

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

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

P_C = Percentage of Cement Component of the work

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

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

$$V_S = 0.85 \times P_S / 100 \times R \times (S_1 - S_0) / S_0$$

V_S = increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

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

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

P_S = Percentage of steel component of the work

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

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

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

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

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

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

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

P_b = Percentage of bitumen component of the work.

96 (a) (v): Adjustment towards differential cost of Pipes.

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

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

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

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

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

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

96(b): Adjustment of Labour Component

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

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

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

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

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

P_L = Percentage of labour component of the work.

96(c) :Adjustment of PO L (fuel and lubricant) Component

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

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

- V_f = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.
- F_0 : The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC / BPCL/ HPCL at nearest center on the day 28 days prior to the date of opening of Bids
- F_1 = The official retail price of HSD at the existing consumer pumps of IOC / BPCL/ HPCL at nearest center for the 15th day of the month under consideration
- P_f = Percentage of fuel and lubricants component of the work

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

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

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

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

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

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

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

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

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

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

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

96(e): APPLICATION OF ESCALATION CLAUSE:

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

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P _i)	POL (P _i)	Steel (P _s) + Cement (P _c) + Bitumen (P _b) + Pipes (P _{pi}) + Plant & Machinery spare & component (P _p) + other Materials*
1	R&B works (% of component)	Road works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2	Irrigation works (% of component)	Structural work	5	5	90
		Earth, canal & Embankment work	5	5	90
3	P.H work	Structural work	5	5	90
		Pipeline work	5	5	Pipe -70% * Machinery + Other material – 20%
		Sewer Line	5	5	Pipe -70% * Machinery + Other material – 20%

***Note:** - Further breakup may be worked out considering the consumption of cement, steel, bitumen, pipe & plant & machinery spare component in the concerned works and shall be provided in the bid document in shape of “**schedule of adjustment data**” as an “**Appendix to Bid**”. (Enclosed herewith).

**Appendix to Bid
Schedule of Adjustment Data**

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

Sl. No.	Index description	Source of index	Base Value*	Base Date*	Weightage of Item**
1	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and industry			20.05%
2	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic, Advisor to the Govt. of India, Ministry of commerce and industry.			26.50%
3	Steel	Whole sale price index for steel (Mild steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India. Ministry of Commerce and Industry.			21.20%
4	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot			-
5	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry Commerce and Industry.			-
6	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5.00%
7	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer pump depot.			5.00%
8	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the			22.25%

		office the Economic Advisor to the Govt. of India, Ministry of Commerce and industry.			
			Total		100%

* Values to be filled up at the time of drawal of contract.

* Values to be filled up in the bid document.

97. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during daytime and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
98. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
99. 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. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his 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 the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in-charge every month.
100. The bidder should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
101. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
102. The contractor shall have no claim what-so-ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 11 of the P-1 Contract.
103. Over and above these conditions, the terms and conditions and rules and regulations and specifications as 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
104. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
105. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
106. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor
107. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas, land, approach road to the bridge site etc. are the responsibility of the contractor
108. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
109. 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.
110. 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

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month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected. The claim books are the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.

111. 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.
112. i) Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC / MoRT&H / I.S.I. requirements at his own cost for providing sufficient opportunity for checking from time to time.
ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.
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.
113. **Condition for issue of plant & machinery to contractor on hire** : - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Executive Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed / deposit return there to will be borne by the contractor.

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

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

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

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

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

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

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

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

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

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS

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

Whereas the hirer desirous of hiring the tools and plants of the P.W. Department of the Odisha Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And whereas Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned. Now it is here by and between the parties here to as follows :-

- a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop / store at **Angul**.
- b) The rate of higher charges will be as per Government order in vogue.
- c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part thereof without the previous written approval of the Engineer-in-charge.
- d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & Workshop / store at **Angul** in the same good condition in which they were received by him.
- e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- i) Normally the tools and plants will be supplied with operating staff.
- j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.

- l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants.
- n) In case of any disputes between the hirer and the Government, the decision of the Chief Engineer shall be final.
- o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

THE SCHEDULE

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

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

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

- 114. The agency will be responsible for traffic management of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
- 115. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department.
 - a) Making a false statement or declaration.
 - b) Past record of poor performance.
 - c) Past record of abandoning the work half way / recession of contract.
 - d) Past record of in-ordinate delay in completion of the work.
 - e) Past history of litigation.
- 116. **ADDENDUM TO THE CONDITION OF P1 CONTRACT**
Clause- 2(a) of P1 Contract : TIME CONTROL (Vide Works Department Office Memorandum No. 24716 dt.24.12.2005 and No. 8310 dt.17.05.2006) :
 - 2.1 Progress of work and re-scheduling programme.
 - 2.1.1. The Executive Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
 - 2.1.2. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to **Clause No. 2.1.3** showing the general methods arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

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- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual 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 contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1 % of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over due Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

2.2 **Extension of the Completion Date.**

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time and Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data IS beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension, by the Engineer-in-Charge and this shall be binding on the contractor.
- 2.2.6.

Contract Form

2.2.7. **Bonus for early completion**

Amendment to Para 3.5.5 (V) Note – iii of OPWD Code Vol.-I by modification

Note-(III) - For availing Incentive Clause in any project which is completed before the stipulated date of completion, Subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received Within 7 (seven) days of such completion by the concerned Executive Engineer. Chief Engineer & the Administrative Department

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale;

- Before 30% of the contract period = 5% of contract value.
- Before 20% to 30% of the contract period = 4% of contract value.
- Before 10% to 20% of the contract period = 3% of contract value.
- Before 5% to 10% of the contract period = 2% of contract value.
- Before 5% of the contract period = 1% of contract value.

The amount of bonus, if payable shall be paid along with final bill after completion of work.

2.3 **Compensation for Delay.**

- 2.3.1 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 Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 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 part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest what-so-ever shall be payable on such withheld amount.

2.4 **Management Meetings.**

- 2.4.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure
- 2.4.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Percentage 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 Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

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

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work / tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
- f) Submission of false / fabricated / forged documents for consideration of a tender

120. **ELIGIBILITY CRITERIA:**

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

- a. **Clear Scanned copy** of required **Affidavit for Exemption EMD** / Required **EMD (Online)** as per the **Clause No. 05 & 06 of DTCN** and **Cost of Bid document as per Clause No.04.**
- b. Clear Scanned copies of **valid Registration certificate, GSTIN and PAN card which are mandatory to be uploaded by the bidder.** The successful lowest bidder should produce documents viz original Registration certificate, PAN card, **GSTIN and Affidavit towards authentication of documents in Schedule-F** after opening of Tender for verification purpose along with the original documents relating to ownership and hiring of plants and machineries mentioned at **Schedule-C**, preferably within **five** working days from the date of opening of the Tender documents failing which the bid will be rejected as per **Clause No.6, 7 and 10 of DTCN.**
- c. Information regarding (i) Evidence of ownership of principal machineries / equipments in **Schedule – C** as per **Annexure-I of Schedule-C (ii) Annexure-III of Schedule-C and (iii) Annexure-IV of Schedule-C V. Schedule D1 & D2** if required as per Clause No. 10.
- d. **Clear Scanned copy** for information regarding **current litigation, debarring / expelling** of the applicant or abandonment of work by the applicant in **schedule “E” and an affidavit to the effect authenticating of tender documents in schedule “F” as per clause 11** failing which the bid will be rejected as per **Clause No.11 of DTCN.** The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A and / or if the non-applicable clause is not struck out, the bid will be rejected.**
- e. License criteria as per **Clause No. 01 of DTCN.**
- f. **All vouchers of plants and equipments must have valid GSTIN / TIN No.**

Total 120 (One hundred twenty) Clauses only.

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related / not related**(*) to any officer of Angul Municipality of the rank of Assistant Engineer & above and any officer of the rank of Assistant Secretary and above of the H&U.D,Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with 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

SCHEDULE-B

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE
ENGINEER / DIPLOMA HOLDERS**

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

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

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

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

Signature of the tenderer .

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ANNEXURE – 1 of SCHEDULE-C

CERTIFICATE OF TOOLS AND PLANTS
(MINIMUM REQUIREMENT)

I/We hereby certify that the following tools and plants, machineries and vehicles are in my / our possession and in working order.

Sl. No.	List of plants and equipments	Requirement	Owned / Leased	Marks
1	Excavator (chain mounting)	1 No.		20
2	Concrete Mixer	1 No.		10
3	Needle Vibrator	1 No.		05
4	Plate Vibrator	1 No.		05
5	Truck / Tipper	2 Nos.		20
6	Water Tanker	1 No.		10
7	Complete steel staging, centering and shuttering materials	100 Sqm.		10
8	Hydraulic Excavator	1 No.		10
9	Generator 33 KVA	1 No.		10
	TOTAL:			100

Minimum Pass marks for qualification - 80

NOTE :

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

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

Signature of the Tenderer

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ANNEXURE – III OF SCHEDULE-C

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

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

Certified that,

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

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ANNEXURE – IV OF SCHEDULE-C

TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS

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

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

Signature

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SCHEDULE - C

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

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

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

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

Signature

CONTRACTOR

EXECUTIVE OFFICER
ANGUL MUNICIPALITY

SCHEDULE-D-1
WORKING EXPERIENCE
D-1 - LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

<u>Name of Employer</u>	<u>Name of location and name of work</u>	<u>Contract price in Indian Rupees</u>	<u>Items of Works</u>	<u>Date of starting the work as per Agreement</u>	<u>Stipulated date of completion of the work as per Agreement</u>	<u>Actual date of completion of the work</u>	<u>Reasons for delay in starting / completion, if any</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>

Note : The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer.

Signature of the Tederer
Date

SCHEDULE-D-2
WORKING EXPERIENCE
D-2 - LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS

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

Note : The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer.

Signature of the Tederer
Date

CONTRACTOR

EXECUTIVE OFFICER
ANGUL MUNICIPALITY

SCHEDULE "E"

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

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

Note:

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

Signature of the Tenderer

SCHEDULE -F

AFFIDAVIT

(To be given separately for each partner of a joint venture)

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 have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
- 3. The undersigned hereby authorised 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.

(Signed by an Authorized Officer of the firm)

Title of Officer
Name of Firm
Date:

Contact Details of Bidder

Name of the Agency	
At- P.O- P.S- Dist-	
Postal PIN Code	
Phone No	
Cell-phone no.	
e-mail ID	

Signature of the Tenderer.