GOVERNMENT OF ODISHA

PR & DW DEPARTMENT

Bid Identification No. BDO LXPR 2026-27

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE

(For e-procurement tender) through Single Cover System

OFFICE OF THE PANCHAYAT SAMITI LAXMIPUR, KORAPUT

Name of the work:

1. Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Bhitaragada Secondary School
2. Construction of Boundary wall, Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Kapsiput Upper Primary School
3. Construction of Toilet, Girl's Toilet, Playground , Drinking Water and Additional Classroom at Champi Primary School
4. Construction of Toilet, Playground, Drinking Water and Additional Classroom at Kutunipadar Primary School
5. Construction of Toilet, Playground, Drinking Water and Additional Classroom at Jamuguda Primary School
6. Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Kudipadar Upper Primary School
7. Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Podapadar Upper Primary School
8. Construction of Girl's Toilet, Playground, Drinking Water and Additional Classroom at Panchada Primary School
9. Construction of Girl's Toilet, Playground, Drinking Water and Additional Classroom at Barigan Upper Primary School
10. Construction of Boundary wall,, Playground, Drinking Water and Additional Classroom at Chuchukona Primary School

CONTRACTOR

Block Development Officer, Laxmipur

Block Development Officer
Laxmipur

11. Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Toyaput JELC Primary School

12 Construction of Toilet, Playground, Drinking Water and Additional Classroom at Kainjhariguda Primary School

13. Construction of Boundary wall, Toilet, Playground, Drinking Water and Additional Classroom at Tariguda Primary School

14. Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Kelar Higher Secondary School

15. Construction of Playground, Drinking Water and Additional Classroom at Chilisankha Primary School

16. Construction of Boundary wall, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Talakutinga Primary School

17. Construction of Boundary wall, Playground, Drinking Water and Additional Classroom at Kanimusa Upper Primary School

18. Construction of Boundary wall, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Khalkana Upper Primary School

19. Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Singaram Primary School

20. Construction of Boundary wall, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Kundar Secondary School

CONTRACTOR

Block Development Officer, Laxmipur

Block Development Officer
Laxmipur

E-mail ID: ori-laxmipur@nic.in

[GOVERNMENT OF ODISHA]

OFFICE OF THE PANCHAYAT SAMITI LAXMIPUR

DIST- KORAPUT

E-mail – ori-laxmipur@nic.in

INVITATIONS FOR BIDS (I.F.B.)

e-Procurement Notice

IDENTIFICATION NO.- No. BDO LXPR 2026-27

The **Block Development Officer, Laxmipur, Dist-KORAPUT**, on behalf of the Governor of Odisha, invites **Online Percentage rate** tenders through the e-procurement **single** cover system for the construction of work as detailed in the table, from the class of eligible contractors as mentioned in column 4 (four) registered with the State Governments and Contractors of equivalent Grades/Class registered with the Central Government/MES/Railways having a valid license from the appropriate authority for the execution of **Building** 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 state PWD in the appropriate class of eligibility before signing the agreement. **All the work is time-bound works for the benefit of people. A penalty as applicable will be imposed for delay in execution of work as per the OPWD Code.** The Bidders may submit bids for the following works.

Table-1 Details of critical dates, Works & Bid Security.

Sl. No	Bid Identification No.	Name of the work	Approx. value of work (in Rupee)	Amount put to Tender (Rs.)	EMD (Bid Security in Rs)	Cost of BID Document (Rs.)	Class of contractor	Period of completion (in calendar months)
1	2	3	4	5	6	7	8	
DMF 2024-25 EDUCATION SECTOR								
1	BDO LXPR 2026-27 (6)	Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Bhitaragada Secondary School	20,00,000/-	13,01,682/-	13,100/-	6,000/-	"D" & "C"	05(Five) months
2	BDO LXPR 2026-27 (7)	Construction of Boundary wall, Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Kapsiput Upper Primary School	20,00,000/-	14,24,459/-	14,300/-	6,000/-	"D" & "C"	05(Five) months

CONTRACTOR

Block Development Officer, Laxmipur

Block Development Officer
Laxmipur

3	BDO LXPR 2026-27 (8)	Construction of Toilet, Girl's Toilet, Playground , Drinking Water and Additional Classroom at Champi Primary School	20,00,000/-	13,20,769/-	13,300/-	6,000/-	"D" & "C"	05(Five) months
4	BDO LXPR 2026-27 (9)	Construction of Toilet, Playground, Drinking Water and Additional Classroom at Kutunipadar Primary School	20,00,000/-	13,22,996/-	13,300/-	6,000/-	"D" & "C"	05(Five) months
5	BDO LXPR 2026-27 (10)	Construction of Toilet, Playground, Drinking Water and Additional Classroom at Jamuguda Primary School	20,00,000/-	13,21,448/-	13,300/-	6,000/-	"D" & "C"	05(Five) months
6	BDO LXPR 2026-27 (11)	Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Kudipadar Upper Primary School	20,00,000/-	13,07,370/-	13,100/-	6,000/-	"D" & "C"	05(Five) months
7	BDO LXPR 2026-27 (12)	Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Podapadar Upper Primary School	20,00,000/-	13,17,337/-	13,200/-	6,000/-	"D" & "C"	05(Five) months
8	BDO LXPR 2026-27 (13)	Construction of Girl's Toilet, Playground, Drinking Water and Additional Classroom at Panchada Primary School	20,00,000/-	13,12,104/-	13,200/-	6,000/-	"D" & "C"	05(Five) months
9	BDO LXPR 2026-27 (14)	Construction of Girl's Toilet, Playground, Drinking Water and Additional Classroom at Barigan Upper Primary School	20,00,000/-	13,29,943/-	13,300/-	6,000/-	"D" & "C"	05(Five) months
10	BDO LXPR 2026-27 (15)	Construction of Boundary wall,, Playground, Drinking Water and Additional Classroom at Chuchukona Primary School	20,00,000/-	14,30,241/-	14,400/-	6,000/-	"D" & "C"	05(Five) months

CONTRACTOR

Block Development Officer, Laxmipur

Block Development Office
Laxmipur

11	BDO LXPR 2026-27 (16)	Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Toyaput JELC Primary School	20,00,000/-	12,95,644/-	13,000/-	6,000/-	"D" & "C"	05(Five) months
12	BDO LXPR 2026-27 (17)	Construction of Toilet, Playground, Drinking Water and Additional Classroom at Kainjhariguda Primary School	20,00,000/-	13,25,383	13,300/-	6,000/-	"D" & "C"	05(Five) months
13	BDO LXPR 2026-27 (18)	Construction of Boundary wall, Toilet, Playground, Drinking Water and Additional Classroom at Tariguda Primary School	20,00,000/-	14,24,069/-	14,300/-	6,000/-	"D" & "C"	05(Five) months
DMF 2025-26 EDUCATION SECTOR								
14	BDO LXPR 2026-27 (19)	Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Kelar Higher Secondary School	20,00,000/-	13,01,703/-	13,100/-	6,000/-	"D" & "C"	05(Five) months
15	BDO LXPR 2026-27 (20)	Construction of Playground, Drinking Water and Additional Classroom at Chilisankha Primary School	20,00,000/-	13,16,072/-	13,200/-	6,000/-	"D" & "C"	05(Five) months
16	BDO LXPR 2026-27 (21)	Construction of Boundary wall, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Talakutinga Primary School	20,00,000/-	14,23,350/-	14,300/-	6,000/-	"D" & "C"	05(Five) months
17	BDO LXPR 2026-27 (22)	Construction of Boundary wall, Playground, Drinking Water and Additional Classroom at Kanimusa Upper Primary School	20,00,000/-	14,30,388/-	14,400/-	6,000/-	"D" & "C"	05(Five) months

CONTRACTOR

Block Development Officer, Laxmipur

Block Development Officer
Laxmipur

18	BDO LXPR 2026-27 (23)	Construction of Boundary wall, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Khalkana Upper Primary School	20,00,000/-	14,22,951/-	14,300/-	6,000/-	"D" & "C"	05(Five) months
19	BDO LXPR 2026-27 (24)	Construction of Toilet, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Singaram Primary School	20,00,000/-	13,07,011/-	13,100/-	6,000/-	"D" & "C"	05(Five) months
20	BDO LXPR 2026-27 (25)	Construction of Boundary wall, Girl's Toilet, Playground, Drinking Water and Additional Classroom at Kundar Secondary School	20,00,000/-	14,26,234/-	14,300/-	6,000/-	"D" & "C"	05(Five) months

20 (Twenty) nos. of works

Table-2 Tender procurement scheduled.

Tender documents available on website.	Can be downloaded from Website. (https://www.tendersodisha.gov.in)
Bid documents available Date and Time.	**28.10.2026 at 11:00 AM to 11.11.2026 at 5:30 PM.**
Bid Clarification start Date and closing date.	**28.10.2026 to 11.11.2026 during office hours**
Online Bid submission closing date and time.	**11.11.2026 at 5.30 PM.**
Date, Time and Venue of opening of bid Online.	**12.11.2026 at 11.30 AM., Panchayat Samiti, Laxmipur**

Terms & Conditions

1. The bid documents are available online and bids are to be submitted online through tendering www.tendersodisha.gov.in. The bidders would be required to register on the website is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA).

   a. The bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.

   b. "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same by registering in the website www.tendersodisha.gov.in , Digital Signature is mandatory in the tendering. Bidders already possessing the digital signature issued from the authorized CAs can use the same in this tender.

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Block Development Officer, Laxmipur

Block Development Officer
Laxmipur

c. The **Bills of Quantities (BOQ)** shall mention Quantities of each item thereof the Contractor has to mention his **PERCENTAGE RATES**" in figures & words in the prescribed format appended in the Bid document, so that there is no discrepancy, if any discrepancy is found in the percentage quoted in words and figures then percentage quoted by the bidder contractor in words shall be taken as correct. If excess/less is not mentioned, the rate will be treated as excess percentage.

d. The Bidder Contractor will write **PERCENTAGE excess or lesser rates** up to two decimal points only. If he writes the **PERCENTAGE** excess or less up to two or more decimal points, the first two decimal points shall only be considered without rounding off.

2. The default maintenance period is one year. Contractor is responsible for any defective work or leakage of slab. Re-construction of defective work or leakage of slab shall be completed by the Bidder Contractor at his own cost.

3. Bids must be accompanied by Cost of Bid Document (Tender Paper Cost) and Earnest Money Deposit/ Bid security (mentioned in page no. 3 to 6) of the amount specified for the works and it should be submitted through **Off-line mode** only within last date. No **On line** receipt of **Cost of Bid Document** (**Tender Paper Cost**) and **EMD** will be allowed for the bid.

   a. The officers authorized by the Procurement Officer - Publisher (Officer Inviting Tender) shall transmit the above documents carefully to the Procurement Officer - Publisher prior to opening of bid. The Procurement Officer - Publisher shall provide singed receipt with date and time for having received the number of documents.

   b. Contractor exempted from payment of EMD will able to participate in the tender directly by uploading the documentary evidence towards his eligibility for such exemption. The successful bidders will have to deposit bid security @1% of the agreement value during execution of the agreement.

4. If the office happens to be closed on the date of opening of the bids as specified, the Bids will be opened on the next working day at the same time and venue. The procedure followed for opening of bid is specified in Guidelines. The lowest bidder will be finalized after evaluating the bids.

5. The bids for the works shall remain valid for acceptance for a period not more than **90** days after the **DEADLINE** for bid submission.

6. Other details can be had from the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control even though the system will attempt to notify the bidders of any bid updates. The Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information/ corrigendum related to the bid.

7. Bids shall be received only through **"online" on or before 5:30 P.M. on 11.11.2026** along with the scanned documents as per the checklist. If the documents are submitted through hard copies without uploading a scanned copy, which are categorized to be submitted online as per the checklist, they will not be taken into consideration.

8. Tender shall be uploaded in standard formats prescribed in the bid documents displayed at Govt. of Odisha e-Procurement portal and submitted duly filled up. The online bidders should upload the scanned clear copy of the affidavit in support up correctness or proof of the information submitted including bid security accompanied with the tender by them. They should **digitally sign** on all statements and documents; certificates with an affidavit owing genuineness of the documents should also be uploaded. **The affidavit of authenticity of documents uploaded by the bidders being a legal document checking genuineness of**

CONTRACTOR

Block Development Officer, Laxmipur

signature put on other uploaded documents including affidavit and lease deeds is beyond purview of the officer inviting tender. The bidder himself is liable for the authenticity of the documents if challenged by any other bidder or in the court of law.

9. The Technical Bid will be opened in the office chamber of the Office of the Panchayat Samiti , Laxmipur, Dist. - Koraput, Odisha, online at **11.30 AM on 12.11.2026** in presence of the bidders / authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will open on the next working day at the day of same time and venue.

10. If any of the intending bidders wish to withdraw from participation in the bid, he/she can freely withdraw from the participation before scheduled date and time of closure, failing which action as deemed fit as per relevant Codal practice will be taken against him/her.

11. Any Corrigendum/Addendum will be displayed in the website www.koraput.odisha.gov.in & www.tendersodisha.gov.in only.

12. **Amendment of Codal & Contractual Provisions: -**

As per the **Work Dept. Govt. of Odisha Office Memorandum No. 173/W/2026, Dtd. 03/01/2026 of Principal Secretary to Govt. and EIC-cum-Special Secretary to Govt. of Odisha.**

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:

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

a. **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.

b. **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;

c. **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;

d. 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.

e. The additional performance security shall be treated as part of the performance security

CONTRACTOR

Block Development Officer, Laxmipur

Block Development Officer
Laxmipur

f. 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.

B. These amendments shall take effect from the date of issue of the O.M.

C. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

D. This has been concurred in by the Finance Department vide File No. FIN-WF1-MISC0102-2026.

13. a. The tender accepting authority will verify the originals of all the scanned documents of the lowest successful bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest bidder to produce the original documents, he will be debarred in failure from participating in tender for 3 years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-I bidder.
b. Scanned clear copies should be uploaded; non-visible copies may be liable for rejection.

14. In case of SC /ST bidders who want to avail price preference, may avail price preference as per the Resolution File NO. 16262/ W dated. 30.10.2018 of Works Department, Government of Odisha. He / She must have furnished the required affidavit to avail the price preference.

15. When in response to a notice calling for tenders, only a single tender is received the first time Tender shall be cancelled without opening of bid and fresh tender be invited publicity. **If single tender is received, even after retendering, then the approval of the next higher authority should be obtained,** if the tender is otherwise in order and acceptable as per O.M. No.- 16 Dt. 01.01.2015 of Works Department.

16. Engineer Contractor desirous to avail the facility of exemption of EMD is required to submit an affidavit in original to the effect that he/ she has not availed the facility for more than three works during the current financial year. The name of work for which and the authority to whom the tenders have been submitted must be mentioned in the affidavit and he/she should produce his/her original registration certificate at the time of opening of the tender for verification of the license, failing which the tender will be rejected.

17. The bidder shall have to provide their **e-mail ID, correspondence address, Mobile no. (WhatsApp) and submit an affidavit in support of authenticity of documents like credential, GSTIN certificate, contractor license, PAN card including the EMD accompanying the bid and the cast certificate if applicable.** The authority reserves the right to verify the authenticity of documents in case any doubt or complaint arises.

CONTRACTOR

Block Development Officer, Laxmipur

Block Development Office
Laxmipur

18. A bidder can submit only one tender paper for a particular work, submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers as per Works Department letter No. 4985/WE dated. 28.03.2007.

19. The authority will not be held responsible for any technical problem / failure of network, server during the schedule dates on online bidding.

20. Other details can be seen in the Bidding document. The Checklist must be enclosed with the Bid.

21. Conditional tender will summarily be rejected. **"The authority reserves the right to reject any or all the tenders without assigning any reason thereof"**

21/10/26

Block Development Officer,
Laxmipur

Memo No. 2587 **/2026** **Dated.** 21 **.10.2026**

Copy submitted to the Additional Secretary to Govt. Panchayati Raj Department, Odisha, BBSR for kind information and necessary action.

21/10/26

Block Development Officer
Laxmipur

Copy forwarded to all Block Development Officers/ all Tahasildars of this District for information & wide publication.

Copy to notice board, Block Office, Laxmipur / Block Finance Officer, Laxmipur for information and necessary action.

Copy to the Chairperson, Panchayat Samiti, Laxmipur/ Asst. Executive Engineer, Laxmipur and all members of Tender Committee, Block Office, Laxmipur for information.

21/10/26

Block Development Officer
Laxmipur

Memo No. 2588 **/2026** **Dated.** 21 **.10.2026**

Copy submitted to the Collector, Koraput/ Chief Development Officer-cum-Executive Officer,Zilla Parishad, Koraput/ P.A. ITDA, Jayapur / Koraput/ Sub-Collector, Koraput for favour of kind information and necessary action.

21/10/26

Block Development Officer
Laxmipur

Memo No. 2589 **/2026** **Dated.** 21 **.10.2026**

Copy submitted to the Joint (Advt.) Director, I & PR Dept. Odisha,Bhubaneswar for kind information and necessary action. He is requested to get it published in two Oriya Daily and One no of Local English Daily News Paper at an early date for wide Circulation of the Tender Call Notice. Complimentary Copy of the News Paper containing the Tender Call Notice may be sent to this office for reference and record.

21/10/26

Block Development Officer
Laxmipur

Block Development Officer
Laxmipur

CONTRACTOR

Block Development Officer, Laxmipur

Memo No. 2590 **/2026** **Dated.** 21 **.10.2026**

Copy submitted to the District Information and Public Relation Officer, Koraput for kind information and necessary action. Copy submitted to District Information Officer, NIC, Koraput with a request to webhosting the bid document on the district website from 28.10.2026 to 11.11.2026 up to 17.30Hours.

21/10/26

Block Development Officer
Laxmipur

Memo No. 2591 **/2026** **Dated.** 21 **.10.2026**

Copy to the D.E.G.M, Collectorate, Koraput with request to publish the Tender in the District website for general information of public.

21/10/26

Block Development Officer
Laxmipur

Memo No. 2592 **/2026** **Dated.** 21 **.10.2026**

Copy forwarded to Executive Engineer (R&B) Division, Koraput & Jayapur/ R.W. Division, Koraput, Jayapur & Sunabeda / Irrigation Division, Koraput / CDMO Koraput / District Office Notice Board for information and wide circulation.

21/10/26

Block Development Officer
Laxmipur

CONTRACTOR

Block Development Officer, Laxmipur

Block Development Officer
Laxmipur

Government of Odisha
CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Reference to Clause No	Whether Furnished (√) Tick Mark		Reff. to Page no.
			Yes	No	
01.	Cost of tender paper **as per Tender call Notice**	D.T.C.N Clause No.03			
02.	E.M.D as required **as per Tender call Notice**	D.T.C.N Clause No.05 & 110			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.04 & 06,116			
04.	Copy of GST Registration Certificate and GSTIN	D.T.C.N Clause No.04 & 06 and 116			
05.	Copy of PAN Card & IT return for the Year 2025-26	D.T.C.N Clause No.04 & 116			
06.	No Relation Certificate in Schedule-A	D.T.C.N Clause No.10 & 116			
07.	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.09 & 116			
(A)	Affidavit (Schedule-F)	D.T.C.N Clause No.09, 110 & 116			

Note: 1) It is directed to upload online the relevant documents as per the check list in sequential order along with filled checklist and upload the same in online and care should be taken while uploading the documents to maintain the scan copy 200 DPI or more for clear vision.

2) The Bidder shall submit both Tender Schedules/Annexures duly filled in along with AFFIDAVIT in Non-judicial Stamp Paper as per the DTCN in respect of No-Relation Certificate, Certificate of Employment in case of A-Class and above Engineering Contractor (Schedule-B), Declaration on No-litigation (Schedule-E), Certificate of Authentication of documents both in the AFFIDAVIT and Schedule-E.

CONTRACTOR

Block Development Officer, Laxmipur

CONTRACT DATA

A. GENERAL INFORMATION

SL No.	Item	Details
1	Bid Identification No.	
2	Name of the work	
3	Officer Inviting authority	
4	**Estimated cost**	**Rs.**

B. BID INFORMATION

5	Intended completion period / Time period assigned for Completion.		**05(Five)Calendar Months**
6 i	Last Date and Time of submission of Bid		**11/11/2026 at 5:30 P.M**
ii	Opening of Bid**(Technical)**		**12/11/2026 at 11:30 A.M**
7	Cost of Bid document (Clause No-3 of DTCN)		
	i	To be remitted offline	**Rs. /**
8	Bid security (Clause No. 5 of DTCN)		
	i	To be remitted offline	**Rs.**
	iv	Type of instrument	As specified in the Bid document
9	Additional Performance Security (Clause 26 of DTCN)		
	I	Amount	Differential cost i.e. Estimated cost put to tender minus the quoted amount
	Ii	Pledged in favour of	
	Iii	Payable at	
	iv	Type of instrument	As specified in the Bid Document
10	Bid validity period		90 days
11	Currency of payment for Contract		Indian Rupee
12	Language of Contract		English

CONTRACTOR

Block Development Officer, Laxmipur

Procedure to participate in online bidding e-procurement

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:**

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

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

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

d). 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.

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

f). 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.

g). 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

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

h). For submission of Bids through the E-Procurement Portal, the bidder shall upload the visible 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.

i). 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.

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

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

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

m). The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid.

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

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:

a). The Bidder shall furnish, as part of his Bid, a Bid security or EMD pledged with the Block Development Officer , Laxmipur for the amount as specified for the works & mentioned at

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Page No. 03 to 06 should be submitted through off line mode only, in shape of Term Deposit only. The Tender Paper Cost or the cost of Bid documents to be submitted offline in shape of Demand Draft infavour of B.D.O, Laxmipur. The scanned copies of EMD and Cost of Bid documents must be uploaded by the bidders alongwith other documents though e procurement portal . Also, the DD/TD in original towards cost of Bid documents / Bid Security must be submitted to this office alongwith other Tender documents within due date or last date of apply. Non-submission of bid security within the designated period shall debar the bidder from participating in the online bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

b). The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

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

d). 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.

3. FORMAT AND SIGNING OF BID: (Logging to the Portal)-

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

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

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

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

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

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f). 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.

g). 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.

4. SUBMISSION OF BIDS:-

a). The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.

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

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

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

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

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

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

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

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

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

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k). The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

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

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

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

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

5. SECURITY OF BID SUBMISSION:

a). 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.

b). 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.

6. DEADLINE FOR SUBMISSION OF THE BIDS :

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.

7. RESUBMISSION AND WITHDRAWAL OF BIDS :

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

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

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

8. LATE BIDS : 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.

9. MODIFICATION AND WITHDRAWAL OF BIDS :

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

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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.

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

10. OPENING OF THE BID:

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

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

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

d). 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.

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

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

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

11. EVALUATION OF BIDS:-

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

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

c). 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.

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

e). The Technical evaluation of all the bids shall be carried out 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.

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

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

h). 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.

i). 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.

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

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

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

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

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

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

p).

12. CLARIFICATION AND NEGOTIATION OF BIDS:

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

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

13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

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

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

d). If the L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

14. BLOCKING OF PORTAL REGISTRATION

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

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

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

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

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ii. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
iii. Fails to execute the agreement within the stipulated date.
iv. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.
v. Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II. The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

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DETAILED TENDER CALL NOTICE
FOR BUILDING WORKS

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Sealed **percentage rate** bids are invited **ONLINE in single cover system** from the **"C" & "D"** Class of eligible 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 in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work

The adopted format for percentage rate is same as that of the form adopted for item rate tenders but the word "Item rate" shall be replaced by "Percentage rate" and the contract will be named as P-1. Contractors not registered with Government of Odisha, should be registered under Odisha Government with required Class of Contractor as per Tender Call Notice before award of contract.

1. The Bid documents are available in the official website of Government: **https://www.tendersOdisha.gov.in** as per Contract Data and Tender Call Notice for online bidding.
2. The Bid documents will be opened by the assigned officer in the office of the Block Development Officer, Laxmipur, Dist-Koraput, Odisha as per Contract Data and Tender Call Notice in the presence of the bidders or their authorized representatives who wish to attend.

3. The cost of Bid documents is to be remitted through off line only in shape of DD for **Rs 6,000.00** infavour of B.D.O, Laxmipur towards cost of each bid respectively.

4. The bid is to be submitted in following formats.
   I). **Cover-I :-**The scanned copy of registration certificate, PAN card, IT return for the year 2025-26, GST Registration Certificate and GSTIN, undertaking/certificates duly filled-in and documents required as per the relevant clauses of this DTCN. (in .pdf format). along with price bid duly filled in and signed by the bidder (in .xls format).

5. The bidder shall remit the EMD/ bid security through off line only in shape of TD pledged with B.D.O, Laxmipur as part of bid of the amount as specified in the Contract Data and as per the above terms and conditions.

6. The lowest preferred bidder is required to produce documents viz original Registration, GST Registration Certificate, GSTIN, IT return for the year 2025-26, PAN card after opening of Technical Bid for verification purpose. Furnishing scanned copies of such documents is mandatory otherwise his/ her bid shall be declared as non responsive and liable for rejection.

   Furnishings of original documents are mandatory, failing which the bid shall be liable for rejection. The action will be taken for non-furnishing of the original documents as per clause No. 114 of *Detailed Tender Call Notice*.

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7. The work is to be completed in all respects within the scheduled time as mentioned in contract data and tender call notice 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.

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

9. 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 tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in **Schedule-F.** Non furnishing of the scanned copy of information in **Schedule-E** and required affidavit in **Schedule-F**, the bid document will be summarily rejected (The affidavit should be prepared on or after the date of notification and on or before the last date of receipt of the Bid for the tendered work.)

10. **No Relation certificate.**
The contractor shall furnish a certificate along with the tender to the effect that he /she is not related to any officer in the rank of a Block Development Officer. 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 / she shall be liable to make good the loss or damages resulting in such cancellations. The Performa for no relationship certificate is contained in a separate sheet vide **Schedule-A**.

11. Each bidder is to submit along with a bid note regarding his experience on construction of similar nature of Building Works.
    a) Name of the Building: -
    b) Estimated Cost: -
    c) Major Item of works: -
    d) 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. -

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

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

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

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15. 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.

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

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

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

19. **Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006 and Works Department O.M 7885 Dt. 23.07.2013and In case of Percentage Rate tender:-**

I). The contractor has to quote percentage excess over or less than the estimated cost in the prescribed format appended to the tender document. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. Bidders are to submit only the original BOQ (Bill of Quantities) in .xls format uploaded by Procurement officer, Publisher (Officer inviting tender) after entering the relevant fields without any alteration / deletion / modification. Multiple BOQ submission by bidder shall lead to cancellation of bid.

II). The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate letter duly scanned 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.

III). The Contractor will quote percentage excess/less up to two decimal points only. If he writes the percentage excess/less up to three or more decimal points, the second decimal point shall only be considered without rounding off as per Works Department O.M 7885 Dt. 23.07.2013.

IV). In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.

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

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

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

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

20. The bidder 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 into by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are for sale. Complaint on a future date that plans and specifications have not been seen by the bidders can't be entertained.

21. 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 rate 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.

22. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot, pylon base, winch stand and derrick stand etc. as required for the work.

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

24. Additional Performance Security (APS)

Amendment of Codal & Contractual Provisions:-

As per the Work Dept. Govt. of Odisha Office Memorandum No. 173/W/2026, Dtd. 03/01/2026 of Principal Secretary to Govt. and EIC-cum-Special Secretary to Government of Odisha.

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:

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

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c. **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;

d. 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.

e. The additional performance security shall be treated as part of the performance security.

f. 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.

B. These amendments shall take effect from the date of issue of the O.M.

C. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

D. This has been concurred in by the Finance Department vide File No. FIN-WF1-MISC0102-2026.

25. 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.

26. 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.

27.

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

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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.

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

29. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.

30.

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. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

II). The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and **additional performance security as per clause 27 of DTCN** in form of Fixed Deposit receipt of Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account/ Bank Guarantee from any Nationalized bank, duly pledged to the **Block Development Officer, Laxmipur,Dist- Koraput** and in no other form, which including the amount already deposited as bid security (earnest money) shall be **1%** of the value of the tendered amount 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 **Block Development Officer, Laxmipur,Dist- Koraput and payable at Laxmipur**. 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.

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

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

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

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

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

31. 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.

32. 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.

33. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.

34. 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 District Project Coordinator 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 District Project Coordinator is final and binding on the contractor.

35. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category as per rule time to time fix by Govt. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, 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. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.

I). Labour camps or huts are necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.

II). Suitable water supply includes pipe water supply wherever available for the staff and labour as well as for the work.

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

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IV). Suitable equipments and wearing apparatus for the labour engaged in risky operations.

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

VI). 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.

VII). The contractor has to arrange adequate lighting arrangements for the work where ever necessary at his own cost.

36. 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.

37. No payment will be made for benchmarks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental items of works.

38. It should be understood clearly that **no claim whatso-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**.

39. 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.

40. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the e-procurement portal 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.

41. 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.

42. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and watertight.

43. 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.

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44. Concrete should be machine mixed unless otherwise ordered in writing by the District Project Coordinator. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.

45. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. Though Departmental issue of cement and steel has been indicated, it may not be taken as binding. The contractor must arrange by themselves cement, steel, bitumen and every

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sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.

53. TOR rods, plates and structural members will be supplied in quantity, length and size available in stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge.

54. 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.

55. 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.

56. Measurement of earth work in road embankment will be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.

57. Gradation of ingredients: - The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant IS code / IRC code / MoRT&H specifications.

58. All methods 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.

59. 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.

60. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there shall be pre-decided by authority accepting the tender.

61. 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.

62. For concreting the bottom plugs 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.

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63. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.

64. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.

65. TOR Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the pier's abutments immediately in contact with the bearing to ensure proper distributions of heavy load.

66. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.

67. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost. The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.

68.

I). 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.

II). Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar.

III). 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.

IV). 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.

V). The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.

69. The thickness of cement concrete in top plugging should be as per Departmental drawing.

70. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance, the contractor shall carry out. suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.

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71. Concrete of strength below the required strength (as determined by actual tests) shall not be accepted.

72. No claim for carriage of water whatsoever will be entertained.

73. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentices at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner that the total expenditure does not exceed one percent of the tendered cost of the work.

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

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

76. 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-17.04.1974 .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.

77. **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

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

78. 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.

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

80. Construction Workers Welfare Cess @ 1 (one) % of the amount of estimated cost put to tender as per tender notification and in conformity with latest Labour Employment Department Circular will be proportionately deducted from the contractor's bill at the time of making payment.

81. 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 District Project Coordinator 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.

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

83. 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.

84. 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 required by the concerned District Project Coordinator.

85. 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 into account of the above aspects.

86. 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

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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.

87. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquakes, 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.

Note:-

I). Clause no.88. of DTCN regarding Payment for variation in price- (Vide Works Department Memorandum No-12073 /W Dt.7.4.1986, No-14379 Dated. 22.6.91 & No-22874 dtd. 24.10.92) and No 8310 dated 17/05/2006. And amendment issued vides Works Deptt. Lr. No. 5608/W/dt 03.04.07. (deleted) Works Department Circular / Letter No. 5608 Dt. 03.04.2007 stands Amended.

II). The above clause no. 88 of DTCN, Works Department Circular / Letter No. 5608 Dt. 03.04.2007 is revised w.e.f Dt. 19.11.2019 and PRICE ADJUSTMENT CLAUSE DUE TO INCREASE OR DECREASE IN RATE AND PRICE OF LABOUR, MATERIALS ,FUELS & LUBRICANTS AND PLANT & MACHINERIES SPARE COMPONENTS TO BE INCORPORATED INCONDITION OF CONTRACT (Vide Works Department Memorandum No.15847 dated/19.11.2019). **Works Department Circular / Letter No.** 52713, dt 13.12.2019 **stands Amended.**

88. Payment for variation in price – (As per the works Department O.M. no. 15847 dated 19.11.2019 the Government have been pleased to make the codal / Contractual provisions regarding price Adjustment clause due to increase or decrease in rate and price of labour, materials, fuels & lubricants and Plan & machineries spare components)

Price Adjustment

88.1 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.

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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.

88.2 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 formulas (e) for adjustment of prices are:

88 (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:

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

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_o = 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.

88 (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:

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

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

C_o = 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.

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

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

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

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.

88 (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 IOCL / 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 IOCL / BPCL depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

88(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:

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

V_{pi} = Differential cost of pipe i.e. amounts 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 Wholesale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

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

88 (b): Adjustment of Labour Component

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

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

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

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

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

P_1 = Percentage of labour component of the work.

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

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

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

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

F_0 = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOCL /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 IOCL / 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.

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

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

88(d): 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,

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wages of labour and /or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P1)	POL (Pf)	Steel (Ps) + Cement (Pc) + Bitumen (Pb)+ Pipes (Ppi)+ Plant & Machinery Spare & Component (Pp) + Other Materials*
1	R&B works (% of Component)	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 break up may be worked out considering the consumption of cement, steel, bitumen, pipe and plant and 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].

Cl. No- 31 of F2/P1 contracts Sl. No.	Index description	Source of Index	Base value*	Base Date*	Weightage of Item**
31 (a) (i)	Other materials	All India Wholesale price index (all commodities) as published by the Economic Advisor to the Govt of India, Ministry of Commerce and Industry			62.00%
31 (a) (ii)	Cement	Wholesale price index for Cement			11.10%

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		(Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a) (iii)	Steel	Wholes 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.			16.22%
31 (a) (iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOCL/HPCL depot			0%
31 (a) (v)	Pipes	Wholesale price index for the type of pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Mistry of Commerce and Industry			0%
31 (b)	Labour	Minimum wages notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			5.00%
31 (c)	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot			5.00%
31 (d)	Plant & Machinery	Wholesale price index for Manufacture and machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			0.73%
			Total		100.00%

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

** Values to be filled up in the bid document.

89. 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 (District Project Coordinator) and submitted to the Engineer-in-charge every month.

90. The bidder should conduct three bores at each pier and S.B.C. of soil at foundation level and abutment's 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.

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91. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.

92. The contractor shall have no claim whatsoever 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.

93. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, are also binding on the part of the contractor.

94. No part of the contract shall be sublet without written permission of the concerned District Project Coordinator or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.

95. 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.

96. 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.

97. 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 etc., are the responsibility of the contractor.

98. 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.

99. 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.

100. 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 work that are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up to date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected. The claim books are the property of the P.W.D. and shall be surrendered by the contractor to the

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Engineer-in-charge after completion of the work or before recession of the contract by the Department, whichever is earlier for record.

101. Number of tests as specified in I.R.C./MoSRT&H/I.S.I specification required for the construction 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.

102.

I). Besides, the firm / contractor shall install fully fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.

II). 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.

103. 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.

104. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully completing the envisaged work.

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

106. ADDENDUM TO THE CONDITION OF P1 CONTRACT
Clause-2 (a) of P-1 Contract: -TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-

106.1. <u>Progress of work and Re-scheduling programme.</u>

106.1.1. The District Project Coordinator / 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.

106.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in Charge for approval a Programme commensurate to Clause No.

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120.1.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

106.1.3. 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.

106.1.4. 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 overdue Programme has been submitted.

106.1.5. 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.

106.1.6. 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.

106.2. <u>Extension of the Completion Date.</u>

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

106.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one

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month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

106.2.3. 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.

a) Force majeure, or
b) Abnormally bad weather, or
c) Serious loss or damage by fire, or
d) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
e) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
f) 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
g) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

106.2.4 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.

106.2.5 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.

106.3. <u>Compensation for Delay.</u>

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 2of 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.

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

106.4. <u>Management Meetings.</u>

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

106.4.2. 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 is 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: - Recession 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 District Project Coordinator shall be conclusive evidence), 20% of the value of leftover work will be released from the contractor as penalty.

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

As per said amendment a Contractor may be blacklisted

I). **Rule – 14.3 (ii) (a) Appendix-IX (A) of OPWD Code, Volume –II**
"Tender cost, EMD, VAT, PAN, Contractor RC" under the column "Document Description" shall be modified as "GSTIN, PAN, Contractor RC".

II). **Rule- 16.1 in Appendix- IX (A) of OPWD Code Volume – II**
The statement "The Technical bid generally consists of cost of bid documents, EMD/Bid Security, VAT, PAN / TIN, RC, Affidavits, Profit Loss statement, list of machineries and any other information required by OIT" shall be modified as "The technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, list of machineries and any other information required by OIT.

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III). **Rule- 23.3.1 in Appendix- IX (A) of OPWD Code Volume – II**
The statement "Fails to furnish blocking of Portal Registration shall in no case be less than 90 days" shall be modifies as "The original Technical / Financial (Tender paper cost/ EMD/Bid Security) instruments before the designated officer within the stipulated date and time"

IV). **Rule- 24.3 in Appendix- IX (A) of OPWD Code Volume – II**
The statement "The minimum period of minimum period of blocking of Portal Registration shall in no case be less than 180 days".

a) This shall take from the date of issue of this Office Memorandum.
b) Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No. 7885/W Dt.23.07.2013 of Works Department stands modified with effect from the date of issue of this Office Memorandum.
c) This has been concurred in by the Finance Department vide Dt.06.07.2017.

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

109.Amendment of codal / contractual provisions as per Works Department OM No. 12366 Dt. 08.11.2013.

I). **Amendment to Para – 3,4,,14 Note-I of OPWD code, Vol-I by inclusion**
If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case the L2 bidder, if fulfills, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is blacklisted, it will be widely publicized and intimated to all departments of Govt. and also to Govt. of India agencies working in the state.

II). **Amendment to Appendix – IX, Clause – 36 of OPWD code, Vol-II by inclusion**
If the rate quoted by the bidder **is less than 15% of the tendered amount, than such a bid will 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 District Project Coordinator, Sr.TC, FC will remain present.

III). **(A) - Amendment to Para 3,5,5(v) Note – II of OPWD code, Vol-I by substitution**
Amendment to Para 3 .5 .5 (v) Note – ii of OPWD Code Vol.-I by modification)
Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional

Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of the District Project Coordinator within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder as per Works Department Office Memorandum No.14299 dtd.03.10.2017

(B) - Amendment to Para 3,5,5(v) Note – III of OPWD code, Vol-I by inclusion.

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulation it is mandatory on the part of the concerned. District Project Coordinator 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 with 7 days of completion by the Administrative Department concerned. 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 respects in the following scale.

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

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

IV). Amendment to Para – 3,5,18 Note-VIII of OPWD code, Vol-I

Before acceptance of tender, the successful bidder will be required to submit a work programme and milestones based 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.

110. Engineer Contractor desirous to avail the facility of exemption of EMD is required to submit an affidavit to the effect that he has not yet been awarded more than two works in any department with exemption of EMD (excluding this work) during the current financial year. The name of works awarded with EXEMPTION OF EMD and the tender inviting authority must be mentioned in the affidavit, failing which the tender will be rejected. The contractors belong to scheduled caste and scheduled tribe interested in availing concession on price as per relaxation of Rule Para 3.5.14 of the OPWD Code and vide Works department resolution No. 27748 Dt. 11.10.1977 is required to submit an affidavit in this regard.

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

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112. Additional clauses regarding codal provisions regarding e-procurement as per Works Department, Govt. of Odisha O.M No. 7885 / W Dt. 23.07.2013 shall be referred before participating in the tender.

It is mandatory to submit other related bid documents in original for verification within the schedule time as per tender call notice / Detailed tender call notice, failing which the participated tenderer shall debar from participating in the on line bidding system and his DSC will be blocked by competent authority as per Clause No. 24 of Works Department O.M. No. 7885 / W Dt. 23.07.2013& O.M. No. OM No. 12366 Dt. 08.11.2013.

113. Even Qualifying criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

1. Making a false statement or declaration.
2. Past record of poor performance.
3. Past record of abandoning the work halfway/recession of contract.
4. Past record of in-ordinate delay in completion of the work.
5. Past history of litigation.

114. The companies or individuals registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil legal competency and expertise in Civil works need put tenders for this work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil work invariably should accompany their tender papers. The tender papers shall bear signature of authorized person of the tenderer; the letter of authorization should accompany tender papers. The authorization should clearly indicate the name of legal person to sign and enter into agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil Items of work to the Engineer-in- Charge.

The contract will be drawn up in P.W.D. P-1 contract form and will constitute 3 parts as follows.

a). Part – I : For Civil items of works

The contract shall be drawn & signed by **Block Development Officer,** on behalf of the Collector, Koraput.

I). The Civil items of works as per Part-I of Schedule of quantities, of the Agreement shall be supervised measured and check measured by the Technical Consultant and Sr. Technical Consultant of District Project Coordinator Office, Samagra Shiksha, Koraput respectively.

In the interest of expeditious execution of work, payment of interim bills (Running A/c bills) shall be made by the **District Project Coordinator** in respect of civil works and nil final bill for final adjustment and compilation of accounts. Concerned bidder shall be responsible for proper and timely execution of their respective items of work and implementation of the terms and condition of the contract civil works. The contractor shall be bound to receive and act as well according to the direction of the Engineer-in-Charge for civil works concerned.

II). In case of necessity felt by the District Project Coordinators regarding show progress of work or otherwise, then in co-ordination with each other, a meeting

may be convened suitably asking the contractor for a revised work programme and to remove the bottlenecks of any sort on the way to completion of the work.

115. The following documents which are not submitted with the bid will be deemed to be part of the bid.

S.L No.	Particulars
1.	Notice inviting Tender and corrigendum if any.
2.	Instructions to the Bidders vide clause no 126 of Detailed tender call notice.
3.	Conditions of Contract in the Detailed tender call notice
4.	Contract Data.
5.	Specifications
6.	Drawings.

116.EIGIBILITY CRITERIA: - To be eligible for qualification in technical bid (cover-I), applicants/bidder shall furnish the minimum documents as per detailed tender call notice. However, the tender inviting authority reserves the right to accept or reject any tender received basing on the decision in tender evaluation committee meeting in the interest of Govt. works.

1) Required E.M.D and tender paper cost as per clause No. 05 & 03 of DTCN
2) Copy of valid Registration Certificate, Valid GSTIN, IT return for the year 2025-26, PAN card along with the tender documents as per Clause No.06 and 04. Falling which bid will be liable for rejection.
3) Required additional Performance Security as per clause No. 24.
4) Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in schedule "E" and in schedule "F" as per clause 09.
5) Information regarding experience of similar nature of Building Works in Schedule D-1 as per Clause No.11 (List of projects executed that are similar in nature to the work (i.e Composite building work) executed in the last three years must not be less than 30% of amount put to tender (Schedule-D1).
6) The relevant document from competent authority of Govt. shall be furnished in online tender.
7) Submission of original bid security and tender paper cost within schedule time as per clause no 05 & 03. of detailed tender call notice and contract data.
8) Other requirements as per Detailed tender call notice. The scan copy of all relevant documents shall be uploaded online.

SCHEDULE-A (AFFIDAVIT)
CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related** (*) to any officer of Assistant Executive Engineer & above in the Addl. Secretary to Govt. PR & DW Deptt., Bhubaneswar/Under Secretary & above in the S&ME Dept. Govt of Odisha/ Office of the CDO-cum-EO,ZP, Koraput/District Project Coordinator, SS, Koraput. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) - Strike out which is not applicable

Signature of the tenderer
Date: -

CONTRACTOR

Block Development Officer, Laxmipur

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 biodata 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.
Date: -

SCHEDULE-D1

SCHEDULE- "E" (AFFIDAVIT)

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
If yes: give details:

b) Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. Yes / No

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
If yes, give details:

Note:

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

Signature of the tenderer

SCHEDULE – "F"

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither **our firm M/s**_____ **nor any of its constituent partners / I** have abandoned any similar nature of Building works or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorize 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 or Bidder)

PART –I
TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/455 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2026.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanized minimum 1 mm)
8.	Rainwater pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for work joinery	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. DPC shall be with conformity to I.S.3067
13. Tar felt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

Sd/-

Block Development Officer,
Laxmipur

CONTRACTOR

Block Development Officer, Laxmipur

PART-II
ADDITIONAL APPENDIX TO BILL OF QUANTITY

(For P.H. Items of Work)

1. The quantities of items mentioned in the tender schedule may increase or decrease during execution of works, but the contractor will complete the work as per his tendered rates in accordance with the instruction of Engineer in charge of G.P.H. wing.
2. **Specification:** The standard PHD and PWD specification will be followed for execution of work. During the course of execution of work, the instructions of the Engineer in charge shall be final and binding.
3. The Sales Tax element should not be added to the analysis of rates and the previous practice should be followed as per the Works Department letter No. IIT.22-89-18170 dt. 18.7.1989
4. There should be no clause either in the tender or in agreement for payment of any additional claim on account of Sales Tax on completed works which will be deemed to be recovered by existing omnibus stipulation as per the works Department letter No.TIT 22/89-18170 dt. 18.7.89/
5. It is the responsibility of the Contractor to arrange watch and ward to the installations until testing commissioning and handing over for which no extra payment towards watch and ward will be paid,
6. The contractor shall maintain a separate site order book for P.H. portion of work.
7. The P.H. portion of work shall be open for inspection by the authorities of P.H. Circle (R&B), Odisha, Bhubaneswar and the higher authorities and instructions imparted during the course of Inspection should be binding on the contractor.
8. Materials not covered by any of the above categories of items in the bill of quantity have to be approved by the competent authorities before utilizing the 'same in works. In such event, the payment of such item will be made as per actual on due approval by the competent authority.
9. All materials required for the work shall be supplied by the contractor as per standard specifications appended with due approval by the Engineer in charge .
10. In case the materials as per specified are not available, the materials of equivalent make and as per I.S. Specifications or of best quality when not covered by I.S. Specifications. Can be utilized on prior approval of S.E. / E.E., G.P.H.D, (R & B), Sambalpur or the officers duly authorized by him. It is binding on the part of the contractor to use such items of materials, which are available in the Departmental store, and in such case the deduction from the bills will be made at stock issue rates.

GENERAL CONDITIONS

1. Drawings & Specifications

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

Any further copies of such drawings, required by the contractor, shall be paid for by him.

The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorized representative shall at all reasonable times have access to the same.

2. Contractor's Responsibility.

a) The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.

b) Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in-charge immediately for his decision.
All drawings, bill of quantities and specifications and copies therefore furnished by the department are their property. They shall not be used for any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.

c) All materials and workmanship shall be with the respect of the kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in-charge before incorporation in the works.

d) The Engineer-in-charge may from time-to-time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.

e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.

g) **Alteration / Addition & Omissions**
The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or allot followings : .
a) Increase or decrease the quantity of any work included in the contract.
b) Omit any such work.
c) Change the levels, lines, position and dimensions of any part of the work, and

d) Execute additional work of any kind necessary for the completion of the work.
No such variation shall in any way radiate or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.

e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice.
Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not deviate the contract, but he adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

4. Valuation of variations

a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in-arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all items or works in the prices schedule as also for valuation of variation.

b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtues of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus **10 (ten)** percent towards over-heads.

5. The Offers are also to include

a) To supply all materials, labour, supervision, services, supports, scaffoldings, approach road, construction equipments, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.

b) To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and schedule of quantities.

c) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.

d) Providing shoring and shuttering to avoid sliding of the soil and removal of the same or completion.

e) De-watering is required and directed.

f) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately usable and disposal of surface earth and materials from site as directed.

g) Curing of ail concrete and cement works as per specification and direction,

h) Centering, shuttering as required for all concrete work.

i) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.

l) To provide water and power required for construction testing and commissioning,

k) Testing of materials and works as per specification and direction

Submitted by

Block Development Officer,
Laxmipur

Total: - 116 (One hundred Sixteen) clauses only
Total: - 57 (Fifty Seven) Pages Only

APPROVED

Block Development Officer,
Laxmipur