

GOVERNMENT OF ODISHA



PANCHAYAT RAJ AND DRINKING WATER DEPARTMENT

PANCHAYAT SAMITI BARPALI

BID DOCUMENT

**Name of the Work:-“Construction of Parking and Auditorium Hall
for SSVM Barpali”**

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**GOVERNMENT OF ODISHA
PANCHAYAT RAJ AND DRINKING WATER DEPARTMENT,
PANCHAYAT SAMITI, BARPALI
e-Procurement Notice No. BDO Barpali/01/2026-27
e-mail address: - ori-barpali@nic.in

1. Type/Nature of work: **Civil Work / Building Works**
 2. Total No. of works: **1 (One) Nos.**
 3. Approx. value of works: **Rs. 49.93 Lakhs**
 4. Period of completion: **06 (Six) Calendar months.**
 5. Classification of bidders: **‘B’ Class Contractor only.**

Other details as follows:

Procurement Officer.	e-Procurement Notice No.	Availability & Submission of bids in online.		Date & time of opening of tender.
		From	To	
1	2	3	4	5
Block Development Officer, Barpali, Dist.: - Bargarh, Odisha.	BDO Barpali/01/2026-27	10.07.2026 from 10.00 AM	25.07.2026 up to 5.00 PM	27.07.2026 at 11.00AM
N.B: Further details can be seen from the e-procurement portal https://www.tendersodisha.gov.in . Any addendum/ Corrigendum/ Cancellation to the above notice will be published in the Govt. website www.tendersodisha.gov.in				

Sd/-
Block Development Officer,
Barpali, Dist.: -Bargarh, Odisha.

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**GOVERNMENT OF ODISHA
PANCHAYAT RAJ AND DRINKING WATER DEPARTMENT,
OFFICE OF THE PANCHAYAT SAMITI, BARPALI
DIST:-BARGARH (ODISHA), PIN:-768029
E-mail ID: ori-barpali@nic.in**

NOTICE INVITING TENDER

Bid Identification No. -BDO Barpali/01/2026-27

Block Development Officer, Barpali for and on behalf of Governor of Odisha invites percentage rate composite bid in **Single Cover** system in “**ONLINE MODE**” for execution of the works detailed in table below. The Bid should be submitted by the eligible class of contractors as mentioned below registered with the State Governments and contractors of equivalent grade / class registered with Central Government / M.E.S. / Railways / C.P.W.D. and other State Government for execution of Civil Works through On-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment (with own digital signature certificate). The registered bidders from outside of Odisha can also participate in this on-line tender process after necessary portal enrolment but, shall have to subsequently undergo registration with appropriate authority of the state Govt. within a month of acceptance of bid.

Bidders registered themselves under CDMS portal can only participate in the bidding process after 31.12.2020 as per works Dept. Letter No. 9100, dated 17.07.2020.

Sl. No.	Name of the work	Approx value of work (in Lakh) (Without GST)	Period of Completion	Class of Contractor	BID Security /EMD (in Rs.)	Cost of BID Documents (in Rs)
1	2	3	4	5	6	7
1	Construction of Parking and Auditorium Hall for SSVM Barpali	49.93	06 (Six) Months	“B” Class only	49931/-	6000/- (Online)

- The tender must be accompanied with required **EMD/Bid Security amount** specified for the work in the table above will be accepted **via online mode only** without which the tender is liable for

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rejection. In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the state, he/she is required to furnish additional 1% E.M.D. The entire Bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within the stipulated time as per the tender document.

2. The cost of Tender paper (Non-refundable) will be accepted via online mode on Electronics Receipt only, through a process as mentioned in the DTCN. The bidders with pending or failure payment status shall not be able to submit their Bid. The tender inviting authority, state procurement cell, NIC & the designated bank shall be held responsible for such pending or failure.
3. Mode of Tender / Period of availability of Tender on-line / date & time of bidding on-line / Last date of seeking clarification / date of opening of tender papers.

Officer inviting Bid	Mode of Tender	On-line bidding		Date & time of opening of tender.
		From	To	
1	2	3	4	6
BDO Barpali, Bargarh	Online in website www.tendersodisha.gov.in	10.07.2026 from 10.00 AM	25.07.2026 up to 5.00 PM	27.07.2026 at 11.00AM

4. The Bid documents consisting of plans, specification, schedule of quantities and a set of terms and conditions of the contract and other relevant documents, if any can be seen & downloaded online and Bids furnishing with scan copies of Valid Contractors Registration, Tender cost, EMD, GSTIN Registration Certificate, PAN card, Affidavit about the authenticity of the tender documents and No relation Certificate, Bill of quantities (BOQ) (In XLS Format), Special conditions & other documents if, any as per DTCN (In PDF format) should be submitted online through the e-tendering portal www.tendersodisha.gov.in. The above documents are mandatory along with the tender documents, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. For submission of Bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). The bidder himself/herself is liable for the authenticity of the documents if challenged by any other bidder or in the court of law.
5. The Bid documents will be available in the website **www.tendersodisha.gov.in** from **10.00 AM of 10.07.2026 to 5.00PM of 25.07.2026** for online viewing & bidding. Bid shall be received on or

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before **5.00 PM of 25.07.2026**. The Tenders will be opened in the Panchayat Samiti Office, Barpali on dated **27.07.2026 at 11.00 AM** in the presence of the bidders/ their authorized representatives who wish to attend, after due login on to the site through their DSC. The lowest/successful bidder will be finalized after evaluating the bids. The original affidavit & other related documents should be deposited by the successful bidder before drawl of agreement for its verification at the office of the **Block Development Officer, Barpali**.

6. Relevant documents should be submitted with Tender cost (online), EMD (online), valid GSTIN, PAN, Contractor Registration Certificate, Affidavit, Undertaking declaration no relationship with Department officials, No Litigation Certificate Bill of Quantities (BOQ) (in xls format), Special conditions in conformity with DTCN, if any (in pdf format) and any other document as per DTCN (in pdf format) online in **www. tendersodisha.gov. in**.
7. After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system:

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

- I. **where the bid price is below 0% but not below 10% of the project cost put to bid**, no additional performance guarantee/security percentage is required.

- II. **where the bid price is below 10% but not below 20% of the project cost** put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

- III. **where the bid price is 20% or more below of the project cost put to bid**, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;

- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

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

VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

8. The single tender received in the 1st tender call shall be cancelled without opening of the bid. The acceptance of a single tender received even after re-tendering should have prior approval of next higher authority.

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9. Validity of tender shall be a period of 90 (Ninety) days from the last date of receipt of bids. If any bidder/tenderer withdraws his bid / tender before the said period or make any modification in terms and conditions of the bid, the E.M.D deposited at the time of submission of the tender shall stand forfeited.

10. The Bidder must go through the Bid documents meticulously before uploading the tender to the web site.

11. The contractor has to quote the percentage less up to two digits only after decimal point. If he quotes the percentage excess or less in more than two digits after decimal point, the first two digits after decimal point shall only be considered without rounding off.

12. In the eventuality of failure on the part of lowest successful bidder to produce the original documents, he/she shall be debarred in future from participating in tender for three years and action will be initiated for blacklisting by the competent authority.

13. If the bidder backs out from the offer before acceptance of the tender by the competent authority, the EMD & APS deposited by the bidder shall be forfeited.

14. The Bidder must provide his/her **mobile No. and e-mail ID** along with the tender documents for further correspondence required if any. Status after opening of the tenders will be displayed in online

i.e. in Govt. of Odisha web site **www.tendersodisha.gov.in** & also in the Notice Board of Panchayat Samiti office (this office will not be held responsible for non intimation to bidder due to non submission of his/her mobile no. /e-mail id.)

15. Addendum/Corrigendum/Cancellation if any will be hoisted in the website only. Conditional tender will summarily be rejected.
16. Bid value should be exclusive of GST and GST on works Contract as applicable at the time of Payment shall be paid over and above the Gross amount of the Bill as per Odisha GST Act 2017.
17. Agreement shall be drawn only after due verification of APS & ISD of the L1 bidder and if any illegitimate instruments are found, Criminal proceedings will be initiated against him/her and action will be initiated for Blacklisting through the License issuing Authority.
18. Copy of valid GSTIN shall be uploaded along with the Tender documents for considering the Tender. Non furnishing of valid GSTIN will lead to REJECTION of Bid.
19. The **Block Development Officer, Barpali** Odisha reserves the right to reject or accept any or all the tenders without assigning any reasons thereof.

Sd/-

Block Development Officer
Barpali, Dist.:Bargarh

**GOVERNMENT OF ODISHA
PANCHAYAT RAJ AND DRINKING WATER DEPARTMENT,
PANCHAYAT SAMITI OFFICE, BARPALI
BARGARH**

**DETAILED TENDER CALLNOTICE
e- Procurement Notice No. BDO Barpali/01/2026-27**

1. The BlockDevelopment Officer, Barpali on behalf of Hon'ble Governor of Odisha invites online Percentage Rate tender in the prescribed form to be eventually drawn in P.W.D. form No. P₁ from **"B" Class** Contractor Registered with the State Govt. of Odisha or from contractors of equivalent grade / class registered with other State Govt./ Central Govt./M.E.S./ Railways or other Govt. undertakings. All the contractors are to be registered in the State portal and must possess compatible digital signature certificate of Class-III for online bidding. The website for online bidding is <http://tendersorissa.gov.in> for the work **"Const. of Parking and Auditorium Hall at SSVM Barpali"**.

2. The tender document can be downloaded from the website identified as <http://tendersorissa.gov.in> from **dated 10.07.2026 at 10.00 A.M to dated 25.07.2026 up to 5.00 P.M.** The bidder for participation in online bidding will have to pay **Rs. 6000/-**(Rupees Six thousand) only towards bid document cost for each set through online payment mode. The Bid will be received through e-procurement portal from dated **10.07.2026 at 10.00A.M to dated 25.07.2026 up to 5.00P.M.** Each set of bid document contains Technical Bid (Cover-I) and Price Bid (Cover-II) i.e. an intelligent bill of quantity in MS Excel format. The bid will be opened on **27.07.2026 at 11.00 A.M** in the **O/o Block Development Officer, Barpali** in presence of the tenderer or their authorized agents. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging onto the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day.

3. The value of the work tendered for is Rs. **4993054/-**

4. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in excel format (or as specified in the portal) in appropriate place.

5. No tenderer will be permitted to furnish their tender in their own manuscript.

6. Bidder shall transfer online the Bid Security @1% of the amount put to tender i.e. **Rs. 49931/-** only for the above work through a process as mentioned in DTCN through e-procurement portal. Bidder desires to hire machinery or equipment from outside the State are required to transfer online 2% of the amount put to tender as Bid Security.

7. The lowest preferred bidder is required to produce documents in original i.e. Registration Certificate (R.C.), GSTIN, PAN Card, Affidavit regarding authenticity of the tender documents and No relation

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Certificate, certificate issued by the competent authorities required for fulfilling eligible criteria as specified in the bid document etc which were uploaded in the e-procurement portal during submission of tender to the inviting authority within the stipulated period i.e. within 5 days from date of opening bid /lottery as applicable for verification. Bidder has to submit the original affidavit regarding authenticity of the documents to the inviting authority.

8. (a) Providing facilities to the Engineer contractor

i) As per works Department No.FR-11/2001/10003/00 Bhubaneswar dtd 24.05.2001, 5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.

ii) The Engineer contractor shall have to execute the work if awarded to him under his direct supervision and he will not be allowed to execute such work through his Power of Attorney Holder.

(b) Adjustment of earnest money given with other tenders previously and submitted in other tenders shall not be entertained.

9. The work is to be completed in all respect within **06 (Six) calendar months** from the date of issue of work order..
10. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and food stuff etc. In every case the materials must comply with the relevant specifications. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.
11. The tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, leads, lifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work.
12. Each tenderer must quote a definite percentage rate over the estimated cost of work and be included in the contract. Tenders containing indefinite terms such as estimated rates will not be considered.
13. If any further necessary information is required, the bidder can seek clarification on the bids within 7 days from the start of sale of bid document. The employer response for the queries raised by the bidder will be posted in the portal.
14. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.

15. BOQ in MS Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the rates in figures at the appropriate locations. The line total amounts shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form. Bidders are to submit only the original BOQ updated by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission shall lead to cancellation of bid. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.
16. The bidder shall submit the documents in the designated locations of bid. The bid cover should contain **GST, PAN, Contractor's R.C, Affidavit, undertaking declaring no relationship with Department officials etc & bill of quantities (BOQ) in xls format**, Special conditions in conformity with DTCN, if any in pdf format any other documents as per SBD/DTCN in PDF format. Submission of bid documents shall be affected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provide illegible documents. Clarity of the document may be assured by taking out a sample printing.
17. Bidders desirous to hire machineries or equipment's from out side the State are required to transfer online i.e. 2% (Two percent) of the amount put to tender as bid security. Tender not accompanied with bid security and security for hired machineries as specified above shall be liable for rejection.
18. Labour Welfare Cess @ 1% will be deducted from the work bill of the contractor as per resolution No. 12653 dt. 15.12.2008 of Labour & Employment Department, Government of ODISHA.
19. Request for raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
20. Conditional tenders will not be taken into consideration.
21. 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.
22. It is allowed to modify the bid through the e-procurement portal. The bidder shall have to login 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 latest bid only will be admitted. But the bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the internet or traffic jam. If the bidder fails to submit his

modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.

23. Withdrawal of bid is also allowed in the e-procurement portal. The bidder has to click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this he has to write a letter addressed to officer inviting the bid and upload the scanned document from portal in respective bid. The system shall not allow any withdrawal after expiry of the closure of the bid.
24. The e-procurement portal system shall reject submission of any bid through portal after closure of the receipt time. For all purposes the portal time displayed in the system shall be the time to be followed by the bidder.
25. All tenders received will remain valid for 90 days from the date of opening of tenders and validity of tender can also be extended if required without any monetary compensation.
26. The contractor shall have to furnish certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer and above in the State P.W.D. or Under Secretary and above in the Water Resources Department., If the fact subsequently proved to be false the contract will be rescinded. The total security will be forfeited and shall be liable to make good the loss or damage resulting from such cancellation.
27. While determining the validity of tenders the following points shall be taken into consideration by the authority empowered to accept tenders and his decision in the matter shall be final.
 - (a) Any special condition which does not find place in the tender notice and which are not acceptable.
 - (b) Indefinite conditions which will make it difficult for access to the financial implications.
 - (c) Tenders being incomplete in some important respects.
 - (d) Incomplete schedule of time for completion of the work.
 - (e) Failure to furnish the specified bid security.
 - (f) Tendered rates being unduly low and unworkable.
 - (g) Rates indifferent items of a tender being irrational.
28. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
29. The tender may not (at the discretion of the competent authority) be considered unless accompanied by attested true copies of Registration of Firms/S.S.I. unit/ EPM rate contract holder certificate, PAN Card, GST Certificate, etc as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender.
30. Attested true copy of work done certificate is to be furnished along with the tender obtaining from the department concerned.
31. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and condition of O.P.W.D. code. The earnest money of the unsuccessful tenderer except

the three lowest tenderer should be refunded on application. The EMD given by the other two parties except one whose tender is accepted should also be refunded within 15 days of acceptance of tender and drawl of agreement. After Award of Contract the EMD already transferred @1% shall be refunded to the successful bidder.

32. The EMD will be forfeited in any of the following cases.
 - a) If the bidder with draws the bid after bid opening during the period of bid validity.
 - b) If the bidder does not accept the correction of the bid price.
 - c) In the case of a successful bidder if the bidder fails within the specified time limit to
 - (i) Sign the agreement or
 - (ii) Furnish the required performance security.
 - d) If any of the statements, documents, certificate uploaded by the bidder through e-procurement portal, is found to be false/fabricated/bogus; the bidder will be blacklisted and his EMD/Bid Security forfeited..
33. The tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender make an Initial security deposit @2% of the accepted tender amount in shape of NSC /Post Office Savings Bank Account /Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of **Block Development Officer, Barpali** from any Nationalized/ Schedule Bank in India counter guaranteed by its local Branch at Bhubaneswar / e-Bank Guarantee executed on the National-e Governance Services Limited(NeSL)Digital Document Execution Portal towards E.M.D. / Initial Security Deposit / any other Security Deposit from the Contractor or Supplier and sign agreement in the P.W.D. form No.P1(Schedule XLV No.61) for the fulfillment of the contract in the office of **Block Development Officer, Barpali**.
34. The security deposit of Initial Security money according to the provision of P1agreement shall be retained as Security for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Govt. The bids of the technically qualified bidders will be opened for evaluation of the price bid.
35. 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:

2. Additional performance security shall be taken on an incremental basis from the selected

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bidder for low bid prices in the project works as under:

I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.

II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;

IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

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

VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

36. The applicable Additional Performance Security (APS) shall have to be furnished by the successful bidder in shape of Term Deposit Receipt pledged in favour of **Block development Officer, Barpali** / Bank Guarantee in favour of the **Block Development Officer, Barpali** from any Nationalised /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the **Block Development Officer, Barpali** (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled. Further, proceeding for blacklisting shall be initiated against the bidder. **(Vide Office Memorandum No -14459/W dated 20.09.2018 of Works Department, Govt. of Odisha).**

37. The security will be refunded after one year on completion of the work in all respect provided the final bill is passed and will not carry any interest. Any defect noticed during the period of one year

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after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref. works Deptt order No. 17823/WE dt.11.10.2006. The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the tender.

38. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.
39. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
40. The date of commencement of work shall be as notified in work order.
41. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
42. On no account, the contract work should be sublet to any body without the prior approval of the Tender accepting authority of the Department. In such an event the contract may be rescinded.
43. The authority reserves the right to make such increase or decrease in quantity of items of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.
44. Deleted.
45. That for the purpose of jurisdiction in the event of any dispute if any, the contract would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring as suit in regard to the matter by this contract at any place outside the State of Odisha.
46. Under section 12 of contract labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (labour license) to start the work.
47. The contractor shall be liable to fully indemnify the Department of any compensation under workmen compensation Act VII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor. In the event of any claim sub-judice before any court of law, the claim amount shall be kept withheld till final disposal.
48. Contractor is required to abide by the fair wages clauses as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the labourers engaged by him for the work.
49. In case of any complaint by the labourer about the non payment of his wages as per latest minimum

wages Act., the **Block Development Officer** will have the right to investigate and if the contractor is found to be at fault, **Block Development Officer** may recover such amount due in any form from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the **Block Development Officer** is final and binding on the contractor.

50. The contractor will have to submit the **Block Development Officer, Barpali** monthly return of labour both skilled and unskilled employed by him on the work.
51. The contractor should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.
52. No compensation will be paid by the Department for any damage done by rain, flood, cyclone & earthquake, tide or by any other natural calamities during the execution of the work.
53. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.
54. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing order No.44150 dated 25.1.1957.
55. The tenderer shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, royalties and other charges of materials & all other taxes including ferry tolls, conveyance charges and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, diversion road and its maintenance till completion of work required by the tenderer for collection of materials, storage housing of staff other purpose of the work. No tenderer will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work. GST on works contract as applicable at the time of payment of R/A bill shall be paid extra over the gross amount of R/A bill.
 - (b) Labour camps or hutments including conservancy and sanitation arrangements upto the satisfaction of the local health authorities should be arranged by the contractor.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the municipal canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major

precautions also be come payable due to operation of the workmen compensation Act.

- (h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
- 56. In case of delay in acquisition of land handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in prescribed format within due time to keep the contract in force.
- 57. EMPTY CEMENT BAGS
The cost of empty cement bags @ Rs.3.95 (Rupees Three & paisa ninety five) per bag will be recovered from the contractor's bills.
- 58. If a contractor removes any Govt. material or stores supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of this contract be liable to pay penalty equivalent to (5) five times of the price of the materials cost. The penalty so imposed shall be recoverable at any time from the sum that may be due then or at any time there after become due to the contractor or from his security depositor from his other available dues with the Department.
- 59. Over and above the conditions including the Technical specifications the terms, conditions, rules and regulations and specifications laid down in I.S. code are also binding on the part of the contractor.
- 60. Deduction of income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time.
- 61. (a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.
(b) The rates quoted by the contractor in the tender for works shall be exclusive of GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time.
(c) Deduction of GST at source will be made from each running account bill for the work at the rate of 2% prescribed by Odisha Goods & Service Tax Act-2017 or amended from time to time.
(d) 1 % (One percent) of the gross amount of the bill will be deducted from the contractor bill towards labour cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
- 62. The amount on royalties of different materials as utilized by the contractor in the work will be recovered from his bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution.
- 63. Schedule of quantity accompanies the tender notice: It shall be definitely understood that the Government do not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions set forth in the condition of contract and such omissions, deductions, additions or alternations shall in no way

invalidate/ vitiate the contract and no extra monetary compensation will be entertained.

64. Sample of stone, metal, chips, sand, cement, moorum etc to be used are to be deposited noting the name of the quarry under dated initial of the tenderer in the Office of the Concerned **AEE, Barpali Block** before the procurement for testing and acceptance. The transportation & testing charges of construction materials will be borne by the contractor.
65. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rate will be paid on actual analysis approved by the competent authorities prevailing during the period of execution of work.
66. All preliminary works such as vats, mixing platforms etc are to be done by the contractor at his own cost. No payment will be made for bench marks, level pillars, profiles, benching and leveling the ground where required. The rates to be quoted should be for finished items of works inclusive of such incidental items of works.
67. After the work is finished all surplus materials and debris's should be removed from 100Mtr. clear away from the site of the work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises shall be made neat and clean and this is inclusive of the rates quoted by him.
68. The contractor is to supply necessary labour and materials for the purpose of alignment lying recording of levels when ever required at his own cost.
69. The contractor should arrange necessary tools and plants such as Pumps, Excavator, Trucks, compressors, Tippers, batching plants, Concrete Mixer, steel shutter plates etc. required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the contractor. Any deviation from this may lead recession of contract.
70. In the event of delay in supply of design reasonable extension of time shall be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.
71. Under no circumstances, interest is chargeable for the dues or any additional dues, if any payable for the work.
72. An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid. The affidavit in original is to be produced before the officer inviting tender after opening of the tender positively.
73. **Prediction of flood/monsoon Damage:**
The contractor shall make his own arrangement at his cost to shift the machineries, equipment's, materials, labourer and departmental machineries if hired by the contractor to a safe place prior to flood. The work shall have to be resumed after the flood come to normal. No extension of time for

the completion of the work may be considered by the Department if the discontinuance of the work is beyond the reasonable attempts of the contractor to such eventualities.

74. The debris, sand and other materials, accumulated in the work area during flood shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled up with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid again. The contractor will have to re-excavate the same at his own cost.
75. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against any damages either during working season or during the flood. The department accepts no liability, what so ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.
76. The Contractor should provide at his own cost adequate protection measures to complete the work at the end of working season or work in progress against the eventuality till completion and handing over the entire work to the department.
77. Dewatering from the foundation of structures when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account. The rate of respective items of work is inclusive of the dewatering.
78. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.
79. In case of discrepancy revealed between **P1 form** and Detailed Tender Call Notice, condition in P1 form shall prevail over the Detailed Tender Call Notice.
80. No claim for idle labour etc. on any account will be entertained by the Department.
81. The clause of printed form of P1 contract with latest addition/ deletion/ corrections/ substitution etc. will also be binding.

APPROVED

Sd/-

**Block Development Officer
Barpali**

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FORMS & ANNEXURE

Checklist to be ensured by the bidder

- 1.EMD (remittance online)
- 2.Cost of bid (remittance online) which is non refundable and to be paid through online payment.
- 3.Valid Contractor Registration Certificate
- 4.Valid GSTIN clearance and PAN card to be submitted.
- 5.Affidavit Declaration regarding: Correctness of certificates / no relation certificate/ Acceptance of tender conditions / free from criminal proceedings etc.
6. SC/ST contractor wanting to avail price preference should mention in affidavit.
- 7.Contact details: email id

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

SCHEDULE – A

CERTIFICATE OF NO RELATIONSHIP

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

(*) - Strike out which is not applicable.

Signature of the Tenderer

Date:-

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SCHEDULE – B**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF
TENDERER OR ABANDONMENT OF WORK BY THE TENDERER**

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

Note:

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

Signature of Tenderer

SCHEDULE – C**AFFIDAVIT**

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

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any such information at the request of the Department.

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

SCHEDULE – D

RELATIONSHIP DECLARATION

To,

The Tender Inviting Officer,

Subject: (Name of the Work)

Reference : (Bid reference number)

Sir,

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

Relationship:

Name:

Designation

Office

Address

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

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

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank

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of an Assistant Engineer/Under Secretary in the _____ Department. I **am aware that** any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature of the Tenderer.
Date:-

ANNEXURE – III BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY (APS)

To

----- (name of Employer)

WHEREAS the bid of ----- (name and address of Contractor) (Hereinafter called “the Contractor”) has been accepted vide letter of acceptance (LoA) No. _____ dated _____ of BDO, ----- to execute the work _____ [name of work] (hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you for the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Bank in India, counter guaranteed by its local branch at Bhubaneswar towards Additional Performance Security (APS), for compliance with his obligations in accordance with the conditions of Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.
NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Contractor, up to a total of Rs _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ day of _____ 20 ____ i.e. up to 3 (three) months beyond the date stipulated for completion of work. We also agree for extension of this guarantee for a further period in response to the Employer’s written request for such extension, which should be presented to us before the expiry of the guarantee.

We _____ (Name of Bank) hereby also undertake to have it counter guaranteed by our local branch at Bhubaneswar, _____ (name and address of Local Branch at Bhubaneswar, Odisha).

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

We _____ (name and address of Local Branch at Bhubaneswar, Odisha) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee depending on the filing of claim and only if it is served upon to us by the employer at our Bhubaneswar Branch by a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. _____ (subject to further extension on the Employer’s written request for

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such extension before expiry of this guarantee), otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

ANNEXURE – IV

BANK GUARANTEE FOR INNITIAL SECURITY DEPOSIT(ISD)

To

----- (name of Employer)

WHEREAS the bid of ----- (name and address of Contractor)(Hereinafter called “the Contractor”) has been accepted vide letter of acceptance (LoA) No. _____ dated _____ of Executive Engineer, ----- to execute the work _____ [name of work] (hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you for the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Bank in India, counter guaranteed by its local branch at Bhubaneswar towards Innitil Security Deposit (ISD) for compliance with his obligations in accordance with the conditions of Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee. NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Contractor, up to a total of Rs _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ day of _____ 20 ____ i.e. up to 3 (three) months beyond the date stipulated for completion of work. We also agree for extension of this guarantee for a further period in response to the Employer’s written request for such extension, which should be presented to us before the expiry of the guarantee.

We _____ (Name of Bank) hereby also undertake to have it counter guaranteed by our local branch at Bhubaneswar, _____ (name and address of Local Branch at Bhubaneswar, Odisha).

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

We _____ (name and address of Local Branch at Bhubaneswar, Odisha) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee depending on the filing of claim and only if it is served upon to us by the employer at our Bhubaneswar Branch by a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. _____ (subject to further extension on the Employer’s written request for such extension before expiry of this guarantee), otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

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(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

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