

DETAILED TENDER CALL NOTICE

BID IDENTIFICATION NO- P.S/RAIR/SBP/DEV/02/2026-27



GOVERNMENT OF ODISHA PANCHAYAT SAMITI, Redhakhol SAMBALPUR

DETAILED TENDER CALL NOTICE FOR THE WORK

**Different Development works under Panchayat
Samiti, Redhakhol of Sambalpur District**

**Estimated Cost. (in Rs): 11,00,000.00
Amount Put to Tender (in Rs): 9,15,440.00**

**OFFICE OF THE PANCHAYAT SAMITI, Redhakhol
SAMBALPUR**

Tenderer

Block Development Officer, Redhakhol



GOVERNMENT OF ODISHA

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER
PANCHAYAT SAMITI, Redhakhol
SAMBALPUR
E-procurement Notice
BID IDENTIFICATION No: P.S/RAIR/SBP/DEV/ 02/2026-27
E-mail : ori-Redhakhole@nic.in**

No 3461 /Dated. 24.06.2026

1. The Block Development Officer, Redhakhol, Sambalpur on behalf of Governor of Odisha, invites **Percentage Rate** bids in **Single cover system** in **ONLINE MODE** for Construction of **Buildings**, as detailed in the **DTCN** from the eligible Class of Contractors.
2. No. of works : **1 (One)**
3. Tender Cost : **Rs.4000.00**
4. Class of Contractor : **“C” Class & “D” Class**
5. Date and time Available in Website & receipt of Bids: **12:00Hrs of 29.06.2026 to 17:00 Hrs of 09.07.2026.**
6. Date of Opening of Tender: **13.07.2026. at 10:00 Hrs.**
7. The Bidders have to participate in ONLINE bidding only. Further details can be seen from the Website www.tendersodisha.gov.in only.
8. Any Corrigendum / Addendum will be displayed in the website www.tendersodisha.gov.in only.

Tenderer

Block Development Officer, Redhakhol

GOVERNMENT OF ODISHA
E-procurement notice
OFFICE OF THE BLOCK DEVELOPMENT OFFICER, Redhakhol, SAMBALPUR
E-mail – ori-Redhakhole@nic.in
INVITATIONS FOR BIDS (I. F. B.)
BID IDENTIFICATION No. P.S/RAIR/SBP/DEV/ P2 /2026-27
No. 3461 /Dated. 24.06.202

The **Block Development Officer, Redhakhol, Sambalpur** on behalf of Governor of Odisha invites. The bid should be submitted **on-line in the website "https://tendersodisha.gov.in"** by eligible class of contractors for the construction of works as detailed in the table, from the class of eligible contractors as mentioned in column-5 (five) registered with the State Governments and Contractors of equivalent Grades /Class Registered with Central Government / MES / Railways for execution of Building Works. The proof of registration from the appropriate authority shall be enclosed along with the Bid.

The bidders should have necessary Portal Enrolment (with his own Digital Signature Certificate).

SI No	Name of the work	Approximate value of work Amount put to tender (in Rs)	Period of completion	Class of contractor	Bid security	Cost of document	Last date & time of on-line receipt of Bids
1	2	3	4	5	6	7	8
1	Construction of 2Span (8*8) Box Culvert	915437.00	04 (SIX) Calendar months	"D" & "C" Class	1% of Tender Value	Rs. 4,000/-	09.07.2026 up to 17:00 Hrs

- Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & Conditions of contract and other necessary Documents can be seen in the website www.tendersodisha.gov.in.
- Bids must be accompanied by Earnest Money Deposit/ Bid security of the amount specified for the work **SI. No. 1 to 4 in the Col.6** of above table, pledged in favour of **Block Development Officer, Redhakhol, Sambalpur** and will have to be in any one of the forms as specified in the bidding document. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the state are required to furnish 2% of the amount put to tender as Bid security.
- The Bid documents will be available in the website www.tendersodisha.gov.in from **12:00 Hours of 29.06.2026 to 17:00 Hours of 09.07.2026.**
- The Bidder must possess **Compatible Digital Signature Certificate (DSC) of Class II or Class III.**

Tenderer

Block Development Officer, Redhakhol

5. Bids shall be received only “On-line” on or before **17:00 Hours of 09.07.2026.**
6. Bids received “on-line” shall be opened **at 10:00 Hours on 13.07.2026** in the office of the **Block Development Officer,Redhakhol, Sambalpur**, Odisha in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day at the same time and venue.
7. The cost of bid documents has to be paid by each bidder in shape of demand draft drawn in favour of the **Block Development Officer,Redhakhol, Sambalpur** from any nationalized scheduled bank payable atRedhakhol, **Sambalpur** towards cost of tender paper.
8. **Original Bid Security & Demand draft** towards cost of bid document may be submitted in the Office of the undersigned on or before **17:00 Hours** on dated **10.07.2026 during** office hours on working days failing which the bid will be rejected.
9. Detailed information as contained in the D.T.C.N. shall have to be strictly adhered to while submitting the tender papers.
10. Engineer Contractor desirous to avail the facility of exemption of E.M.D. is required to submit an affidavit in original to the effect that he has not yet availed the facility for more than two works during the current financial year. The name of work for which and the authority to which the tender is being submitted must be mentioned in the affidavit failing which the tender will be rejected.
11. Other details can be seen in the bid documents.
12. This notice is to be read with all the Clauses/addendum/corrigendum to the “Procedure to participate in online bidding”.
13. 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.
14. Any corrigendum / Addendum will be displayed in the website **www.tendersodisha.gov.in** only.
15. If the office happens to be closed on the opening day due to subsequent declaration as holiday in Govt. or local authority the tenders will be opened on the immediate next working day at same time and venue respectively.
16. The successful bidder shall have to produce the original documents for verification in support of scanned copies and statements uploaded in the portal within three days from the date of opening of the bid.
17. Conditional tender will be summarily rejected. The Department reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-

**Block Development Officer
Redhakhol**

Tenderer

Block Development Officer,Redhakhol

Memo No3462//Dated. 24.06.2026

Copy submitted to the Deputy Director and Deputy Secretary to Government of Odisha, I & P.R. Department, Odisha, Bhubaneswar with a request to get it published in two leading Oriya Daily and one no of Local English Daily New Paper at an early date for wide circulation of the Tender Call Notice. Complimentary copy of the News Papers containing the Tender Call Notice may be sent to this office for reference and record.

Sd/-

**Block Development Officer
Redhakhol**

Memo No3463 /Dated. 24.06.2026

Copy submitted to the Head, State Portal Group, Information and Technology Centre, State Secretariat, Bhubaneswar-751001 for information and necessary action.

Sd/-

**Block Development Officer
Redhakhol**

Memo No3464 /Dated. 24.06.2026

Copy submitted to the Director, Printing Stationery and publication, Government of Odisha, Madhupatna, Cuttack-10 for information and necessary action. He is requested to arrange for publication in next issue of Odisha Gazette.

Sd/-

**Block Development Officer
Redhakhol**

Memo No3465 /Dated. 24.06.2026

Copy submitted to the Collector, Sambalpur / Superintendent of Police, Sambalpur / CDO-cum-EO, Zilla Parishad, Sambalpur / Sub-Collector, Sambalpur for information and necessary action.

Sd/-

**Block Development Officer
Redhakhol**

Memo No3466 /Dated. 24.06.2026

Copy to Notice Board of Block office for wide circulation

Sd/-

**Block Development Officer
Redhakhol**

Tenderer

Block Development Officer,Redhakhol

Encl : C.D.-1 No.**1. Eligibility Criteria.**

Eligibility Criteria for participation in the bid are given below. The bidders shall go through these eligibility criteria before online bidding. Bids not accompanied by the cost of bid documents & EMD duly pledged in favour of the in the prescribed mode shall be liable for rejection summarily.

- (I) The intending bidder shall have valid Registration Certificate of the eligible class as on date of submission of the bid.
- (II) The intending bidder shall have up to date valid PAN CARD Certificate.
- (III) The intending bidder shall have up to date valid GSTIN/GST Certificate.
- (IV) The intending bidder shall have up to submit an affidavit regarding correctness of information and not submission of such affidavit the bidder will summarily be disqualified.
- (V) The intending bidder shall have not abandoned any work Information Regarding Current Litigation.
Debarring /Expelling of Tendered or abandonment of Work by the Tenderer **SCHEDULE-E**
- (VI) The intending bidder shall have to fill-up No Relation Certificate in the prescribed format **SCHEDULE-A**.
- (VII) Affidavit to that effect including authentication of Tender documents **SCHEDULE-F**
- (VIII) The bidders shall have to produce an Affidavit in support of the authenticity of the documents including the POSB/POTD/NSC/KVP/Deposit Receipt of Scheduled Bank pledged in favour of Block Development Officer,Redhakhhol along with the bid. The entire document should be produced in a very clear and legible manner free from any ambiguity. Any deviation shall entail rejection of the bid summarily.
- (IX) Bid documents consisting of qualification information and eligibility criteria of bidders, Plans, specification drawings and the schedule of quantities of the items and other details of the work are available in website "<https://tendersodisha.gov.in>."The bid for the work shall remain valid for a period of ninety days from the last date of receipt of bid. The bid for the work shall remain open for acceptance for a period of ninety days from the Last date of receipt of bids. If any Bidder/ Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, he shall be suspended for the time specified in the tender documents.
- (X) If the office happens to be closed due to subsequent declaration as holidays by Government or Local Authority on the date of opening as specified bids will be opened

Tenderer**Block Development Officer,Redhakhhol**

on the immediate next working day at the same specified time and venue.

(XI) **The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.**

1. INVITATION OF A TENDER: -

- 1.1 Tenders for the work:- **Mentioned in annexure Column No. 2 of Tender Call Notice No. Tender Online- Divn.NPR-11/2025-26 Date: 07.01.2026** and tender will be opened by the Block Development Officer,Redhakhol his authorized subordinates at
- 1.2 **05.00 P.M. on 20.12.2025** in the office of the Block Development Officer,Redhakhol
- 1.3 Only those Tenderer who are willing to accept all the terms and conditions of this detailed tender call notice need submit the tenders. **TENDERS SUBMITTED BY JOINT VENTURE ARE NOT ACCEPTABLE & SHALL NOT BE ENTERTAINED.**
- 1.4 Tender documents for the above work may be obtained through Online in "<https://tendersodisha.gov.in>" from 22.01.2026.
- 1.5 The bidder should give a **bid Security Declaration** in lieu of bid Security, "If I withdraw or modify the bid during period of validity, I shall be suspended for the time specified in the tender documents".
- 1.6 Tender Paper Cost must be paid through e-payment gateway as mentioned in the TCN.
- 1.7 The process of using e-payment get way is mentioned in the procedure for electronic receipt, accounting and reporting of cost of tender paper on submission of bids through web www.tendersorissa.gov.in.
- 1.8 The successful bidder who has quoted less bid price / rates less than the estimated cost put to tender shall have to furnish Additional Performance Security in shape of **Postal Time Deposit/ Bank Guarantee** duly pledged in favour of Block Development Officer,Redhakhol from any Nationalised/ Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days from the date of issue of letter of Acceptance by the Divisional Officer (by e-mail) to the successful bidder.
- 1.9 Failure to deposit this additional amount towards initial security deposit or to sign the contract within the stipulated time, which shall include any extension granted by at his discretion will make the earnest money deposit of the tenderer liable to forfeiture, and acceptance of his tender shall be treated as withdrawn.
- 1.10 The written agreement in P.W.D. form P-1 to be entered into between the successful tenderer here in after called the contractor and the State Govt. shall have the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor and then by the proper officer authorized to enter into the contract on the behalf of the State Govt.
- 1.11 The acceptance of the tender and award of the contract even to more than one contractor, if considered necessary, will rest with the authority and does not bind himself to accept the lowest tender and reserve himself the authority to reject any or

Tenderer

Block Development Officer,Redhakhol

all of the tenders received, without assigning any reason .The earnest money deposit of the unsuccessful tenderers who are not awarded with the work will be refunded on application after the tender is finalized and Agreement drawn in favour of successful bidder.

- 1.12 The earnest money deposit of the unsuccessful tenderers who are not awarded with the work will be refunded on application after the tender is finalized and Agreement drawn in favour of successful bidder.
- 1.13 Tender may not, at the discretion of the competent authority, be considered, unless accompanied by Xerox copies or attested copies of the **I.T.C.C./ PAN Card**, No Relation Certificate as the case may be, and the original certificate as mentioned in **TCN** are to be produced before the tender opening authority at the time of opening of the tender. Tenderer detritus of any benefit / concession / preferences as per provision of Govt. orders are required to express their intention while tendering for the work along with the tender paper. Any request at a date and time subsequent to opening of tender will not be entertained.
- 1.14 All the Rates and Prices in the tender shall be inclusive of GSTIN, Income Tax, Royalty, Cess and other taxes instead of all the rates and prices in the tender shall cover all taxes viz. Central or State taxes, Octroi, any other local taxes, ferry, tollage charges and royalty and any other charges.
The contractors shall produce necessary receipts in support to payment of royalty and taxes for the material supplied by them for the work failing which royalty, taxes as applicable will be deducted form their bills.
- 1.15 The work is to be completed in all respect with in the period mentioned in Column No. 7 of TCN, in Calendar months form the date of written order to commence the work.
- 1.16 The bid for the work shall remain open for acceptance for a period of ninety days from the Last date of receipt of bids. If any Bidder/ Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, he shall be suspended for the time specified in the tender documents.

INSTRUCTIONS TO TENDERERS

- 2.1 Tender containing extraneous conditions not covered by the conditions here-in – before and here- in- after provided and quoting rates on units different form those prescribed in the tender schedules will be liable for rejection. No tenderer will be permitted to furnish tender in their own manuscript form. This however, excludes special cases for which alternative designs and specification may be asked for specifically, in the special condition of contract.

The contractor should sign on each and every page of D.T.C.N and tender schedule in token of his acceptance, otherwise it is liable for rejection. Rates in words and figures for tender amount shall be quoted in percentage basis may be at estimated rate, excess or less in the box specified in the last page of the Tender

Schedule.

- 2.2 Any request from the tenderer in respect of additions alternations, modifications corrections, etc. or either terms and conditions or rates of his tender after opening of the tenders will not be considered.
- 2.3 During scrutiny evaluation and comparison of the tenders the authority at his discretion may ask any tenderer for clarification on his tender document including breakdown of the unit rates. The request for clarification and the response shall be in writing. No additional documents in fresh which will affect the original status of the eligibility criteria of the tender at the time of receipt of tenders are acceptable.
- 2.4 The successful tenderer shall make his own arrangement at his cost for all materials T & P machinery required for the satisfactory completion of work in time unless otherwise specified in the conditions of contracts.
- 2.5 By submitting a tender for the work, a tender 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 materials, medical and labour and food stuffs etc. and that the rates quoted by him in the tender will be adequate to complete the works according to the specifications and conditions attached there to and that he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials rates which shall include cost of materials and all others charges necessary for the completion of the work, to the entire satisfaction of the After acceptance of the contract rates Government will not pay any extra charges for any reason, incase the contractor is found later on to have misjudged the condition as regards availability of materials labour or any other factors.
- 2.6 The necessary authenticated documents being attested by Gazetted Officer and agreement deed with Original Owner in the court (for possession on hire basis) in support of possession of relevant plant and machineries as detailed in pre-qualification document should be enclosed.
- 2.7. If the office happens to be closed due to subsequent declaration as holiday in government or local authority the government offices on the last date of receipt of application / last date of sale of Tender / date of receipt of the tenders as specified above, then applications will be received / tenders will be sold/ the tenders will be received and opened on the immediate next working day at same specified time and venue respectively.
- 2.8. The applicant tenderer has to furnish an affidavit stating that the information furnished are correct. In case at any stage, if any information is found wrong, his tender will be rejected along with taking action against him as deemed proper.
- 2.9. Tenders of Joint venture firm shall not be considered.

Tenderer

Block Development Officer,Redhakhol

- 2.10 Tender should be submitted online in "<https://tendersodisha.gov.in>".
- 2.11 The authority reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.12 Acceptance of the tender will be intimated to the successful tenderer in writing. The tenderer is to deposit the initial security deposit and sign the agreement as prescribed in the Notice Inviting Tenders.
- 2.13 If the tenderer has a relative employed as an officer in the rank of an Asst. Engineer and above in the state, he shall inform the dept mentioning the exact details in a covering letter along with the tender failing which his tender will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The earnest money and the total security deposit will be forfeited and he shall be liable to make good in loss or damage resulting from such cancellation. In case, the tenderer has no relationship with any of the officers mentioned above he shall have to furnish with his tender a certificate to this effect.
- 2.14 No contract work however petty, may be carried out except under and in accordance with a duly executed agreement or special written authority from the dept of work.
- 2.15 Canvassing in any form is prohibited and the tenders submitted by the tenderers who resort to canvassing will be rejected and the tenderer will not be allowed to tender for any other work in this organization.
- 2.16 **Details of drawing and specifications if any as are not supplied to the tender documents for the work may be seen in the office of the on working days during working hours.**
- 2.17 **If any other information regarding plan and specifications etc. are required before submission of the tenders, the same can be obtained from the concerned office.**
- 2.18 The detailed specification for all items of work involved in the work shall be in accordance with the following:-
- a) IRC & ISI Codes of practice and specification of road and bridge works (MORTH 4th revisions) and any other circulars for road and bridge works with sound engineering practices.
- b) Any other standard code or specifications of work as prescribed in the OPWD code. In case of variations in provision of codes or specifications of works referred to above, the decision of the Engineer in- Chief, Rural Works, Bhubaneswar as regards the specification to be adopted in the work, shall be final, conclusive and binding on both the parties. Every tenderer must examine the aforesaid specification before submitting his tender. The or his authorized subordinates reserves the right, without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be

considered necessary to complete the work duly and satisfactorily. Such increase or decrease shall

in no case invalidate the contractor rates. It shall be definitely understood that the Government does not accept any responsibility for the correctness or the completeness of the quantities shown in the schedule. The schedule is liable to alteration by omissions or additions or deductions. Such omissions, additions or deductions to any extent shall in no case invalidate the contract and no extra monetary compensation will be entertained.

- 2. 19** The rate quoted for the work will deem to include all incidental items which may be necessary such as bailing out of water from foundation, construction of bench marks, level pillars, profiles, benching leveling of ground etc. wherever required. The incidental items mentioned herein are only indicative and not exhaustive. No extra payment or claim will be admissible on these grounds.

All arrangements for traffic during construction including provision of temporary cross drainage structures, if required, and treated shoulder, including their maintenance, dismantling and cleaning debris, where necessary shall be considered as incidental to the works and shall be the contractors respectively.

- 2. 20** The contractor has to arrange for adequate supply of clean water required for the works and also has to arrange adequate light arrangements for night works whenever necessary at his won cost.

Whenever possible and available on stock the necessary pumps and pipe lines required for the work may be supplied by the department on hire charges as fixed by the. The cost of installation of the pump and laying of pipe and dismantling the same including necessary carriage from the departmental godown and back shall borne by the contractor.

- 2. 21** The tenderers are required to go through each clause of PWD form P-1 carefully in addition to the clauses herein before and herein after provided as there are deemed to be the part of the contract.

- 2. 22** The notice inviting tenders, instruction to tenders, general condition of contract, detailed call notice, special condition of the contract, specification, schedule of quantities along with printed conditions of P.W.D. form P-1, approved drawing, prime schedule and the rate together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions the same is to be got clarified by the tenderer before submission of the tender. If such conflict arise after the tenders are open and the decision of Block Development Officer,Redhakhol shall deemed to be final and binding on the contractor.

- 2.23** a) The tender will be considered to be valid for ninety days from the last days prescribed for receipt of tender.
b) The period of validity of tender can also be extended if agreed by the tender and the

Tenderer

Block Development Officer,Redhakhol

department.

3. GENERAL CONDITION OF CONTRACT:

- 3.1 The contractor shall not sublet whole or part of the work without written consent of the concerned dept. or transfer be made by power authorizing others to receive payment on behalf of the contractor and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts of defaults and negligence of any sub-contractor employed by him as fully as if they are caused with the acts, defaults and negligence of the contractor, his agents, servants or workmen. Employing labourer directly on piece work basis shall not be deemed to be understood as subletting as explained above.
- 3.2 The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides of provision of labour, material and construction plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and subsequent maintenance for a period of not less than Twenty Four months.
- 3.3 a) The drawing shall remain in the safe custody of the but two sets of copies thereof shall be furnished to the contractor on free of cost. At the completion of the work the contractor shall return to the concerned Superintending Engineer one set of all the drawings, supplied to duly signed as completion drawing.
- b) No claim shall be entertained against the department on account of any increase in railway or road freight or prices of cement, steel, petrol, coal, fuel, oil, lubrication. Explosives and other materials or commodities, labour charges etc. during the course of construction or after tendering for this work till the date of completion except the incidence at price variation and period covered under the relevant Price Escalation Clause of the Agreement.
- 3.4 The contractor shall give adequate notice in writing to the dept. for any further drawing or specification that may be required for the execution of the work or otherwise under the contract. In the event of any delay in the issuing of any of the detailed drawing etc. for any reasons what-so-ever reasonable extension of time may be granted on application by the contractor but on no account any claim for monetary compensation will be entertained.
- 3.5 One copy of the drawing supplied to the contractor shall be made available at the site for reference for use of the departmental officers during inspection.
- 3.6 From time to time the contractor shall submit to the dept. for his approval the programme showing the order of procedure and method in which he proposes to carry out the work and whenever required by the concerned Engineer-in-charge furnish for his information, particulars in writing of the contractor's arrangements for the carrying out of the work and of the constructional plan and temporary work which the

contractor intends to supply, use or construct as the case may be. The submission to and approval by the Engineer-in-charge of such programme for furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

- 3.7 The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all part of the work and for the provision of all necessary instruments, appliances and labour in connection there with. If any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions or alignments of any part of the works the contractor on being required to do so by the concerned Engineer-in-charge. The checking of any setting error to the satisfaction of concerned dept. or his representative shall not in any way relieve the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, pegs and other things used in setting out of the works.
The contractor shall indemnify the department against all losses and claims for injuproperty what-so-ever which may arise out of or in consequence of the construction and maintenaof works and against all the claims, demands, proceedings, costs charges and expenses what- so-ever in respect of or in relation there to.
- 3.8 The contractor shall abide by the C.P.W.D. safety code introduced by the Government of India. Ministry Housing & Supply in standing orders No.-44-250 dated 25-11-57 which can be seen in the office of the on any working day during office hours.
- 3.9 The contractor shall abide by "Fair Wages" clause in accordance with the Government of Odisha, Works and Transport Department letter No. A - VIIIIR- 18/52/25 dated 26-02-55 and No. IIM – 56/51-28845 (A) dated 27-09-61 and Workmen's Compensation Act. 1923 and other laws as may be introduced by the Government rom time to time.
- 3.10 The contractor in accordance with the requirement of the Department afford all reasonable opportunities for carrying out their works to any other contractors employed by the Department and their workmen and to the workmen of the department and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the department may enter into in connection with or ancillary to the works.
- 3.11 The contractor shall at his own expenses provide and maintain all the constructional plant, temporary works, materials both for temporary and for the permanent works, labour transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.
- 3.12 The Deptt. may supply materials as are available with them but the contractor shall keep himself in touch with the day-to-day position regarding the supply of the materials from the department and to so adjust the progress of the work that their labour may not remain ideal nor may there be any other claim due to arising out of the delay in obtaining the materials. It should be clearly understood that the contractor is solely responsible to make his own arrangements for all the materials required for

- the completion of the work in time.
- 3.13 On the completion of the work, all rubbish, debris, vats, tanks materials and temporary structures of any sort or kind used for the purpose of/or connected with its construction are to be removed by the contractor and all pits and excavations filled up at his own cost and his site handed over in a tidy and workmen like condition and the final payment in settlement of accounts for the said work shall be held to be due or shall not be made to the contractors till such site clearance shall have been effected by him and such clearance may be done by concerned Executive Superintending engineer at the expense of the contractor in the event of his failure to comply with provisions within 7 days after receiving notice in writing from the Engineer –in-charge to that effect if it becomes necessary for the Engineer- in-charge to have the site clearance done as indicated above at the expense of the contractor, the department shall under no circumstances be held liable for any losses or damages to such of the contractors property as may be on such site due to such removal there from, removal of which may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the concerned Superintending Engineer.
- 3.14 The contractor shall have to submit to the Engineer-in-charge fortnightly return of labour both skilled and unskilled as employed by him on the work in the proforma to be prescribed by the Engineer in-Chief, Rural Works, Odisha, Bhubaneswar.
- 3.15 The rates in the tender will be deemed to include cost of all materials including loading unloading, leads, lifts, taxes, royalties etc. and in other charges whether the materials are issued the Deptt. or arranged from any other sources by the contractor.
- 3.16 The contractor shall supply sample of all materials, free of cost before procurement for the work for testing and acceptance as may be required by the concerned Department.
- 3.17 The contractor shall uncover any part or parts of the works or make opening in or through same as the concerned dept. may from time to time direct for testing and shall reinstate and make good such part or parts to the satisfaction of the Engineer-in-charge.
- 3.18 The Engineer-in-charge during the progress of the works has power to order in written in the site order book, so maintained at the site of work by the contractor in the form prescribed in the Deptt. from time to time.
- a) The removal of any materials from the site within such time or times as may be specified, which in the opinion of the Engineer-in-charge are not in accordance with the specification.
 - b) The substitution of proper and suitable materials.
 - c) The removal and proper re-execution of any work in respect of materials

workmanship which in the opinion of the Engineer-in-charge is not in the accordance with the specification.

- 3.19 Either during the execution or after the completion of the work, contractor shall arrange in his own cost requisite equipments for testing the structures, if found necessary by the Engineer-in-charge and bear the entire cost of such tests conducted as per the direction of the concerned officers of the department.
- 3.20 The contractor shall on the written order of the concerned dept. suspend the progress of the work or any part thereof for such time or times and in such manner as the Engineer-in-charge may consider necessary and shall during such suspension, properly protect and secure the work as far as is necessary in the opinion of the Engineer-in-charge. No claim in this regard will be entertained.
- 3.21 The contractor after award of the work shall commence the work at site within the period prescribed by the Engineer-in-charge and shall also maintain proportionate progress. The contractor should bear all expenses and **charges of special or temporary road required by him in connection** with access to the site. Subject to any requirement in the contract as to **the completion of any portion of the works before completion of the whole**, of the works shall be completed within the time stated in the contract.
- 3.22 The concerned shall make any variation of quality or quantity of the works or any part thereof that may in his opinion be necessary and for that propose or it for or any other reasons. It shall in his opinion be desirable.
- a) Sales tax & GSTIN on finished products shall not be paid separately. If any such tax is levied, the contractor shall bear the same. The contractor should accordingly quote the rate in the individual items. No special conditions on this issue will be entertained. They should also give an under taking on this point as indicated below: certified that the rates quoted by me are inclusive of sales tax on finished work. No extra amount shall be claimed.
- 3.23 The construction materials if available with the Deptt. may be supplied to the contractor at the direction of the Deptt. At the place and at the rates as noted against each. The contractor may satisfy himself about the quality and quantity of materials at the time of issue. In case of non-supply these materials for any reason what-so-ever it shall be the responsibility of the contractor to procure such materials (to be approved by the Engineer- in-charge) from the market and complete the work within the stipulated time. No monetary claim or compensation of any kind what-so-ever will entertained by the Deptt. nor this can be taken as a plea by the contractor to apply for extension of time to complete the work. The safe custody and up keep of the materials so issued by the Deptt. will be the sole responsibility of the contractor. He is also to bear in addition, all the incidental charges such as transport, storage, handling of materials and in other expenditure incurred for return of empty cement bags and empty containers etc. at issuing stores.

- 3.24 The Deptt. have the right to supply at any time in the interest of work any departmental materials to be issued in the work in addition to those mentioned in appendix (A) and the contractor shall use such materials without any controversy or dispute on the account.
- 3.25 The rate of such materials as supplied under clause 3.28 will be at the stock issue rate fixed by the Deptt. or market rates prevalent at the time of supply which ever is higher.
- 3.26 The contractor may take delivery of departmental supply of materials according to his need for the work issued by the dept.. The contractor shall make all arrangements for proper storage including cost of store sheds required for the purpose and providing for watching arrangements at his expenses.
The Deptt. is not responsible for any effect due to issue of materials. Under any short contingency if the contractor stop or delay the execution of work relevant penalty clause as per P-1 agreement will be enforced.
- 3.27 The contractor will responsible for the misuse, loss or damage due to any region may what-so-ever of any departmental materials supplied to him the execution of the work. Case of such loss damage or misuse, recovery at the rate of five times the cost of the materials issued will be deducted from the bills or his other dues.
- 3.28 Machinery is available may be issued by the direction of the Deptt. contract on hire at daily or hourly rates as per appendix – B, without POL subject to condition that the contractor execute in advance an agreement with the Engineer-in-charge as per the circular letter No. vide work Deptt. letter No. 14492 dt. 16-09-2006.
- 3.29 The contractor will refund the machinery taken by him for use in the work in good serviceable condition to the issuing store at his own cost.
- 3.30 The hire charges will be calculated from the date of issue to the date of return.
- 3.31 Special class Contractor shall employ under him one Diploma Holders belonging to the State of Odisha.
4. Amendment to Para-3.5.15 Note-I of OPWD Code, Vol-I by inclusion.
Note-I- 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 fulfils, other required criteria would be called for drawinf agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicised and intimated to all departments of Government and also to Govt. of India gencies working in the state.
- 4.1 "Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of **N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra/ Bank Guarantee** in favour of the duly pledged in favour of from any Nationalized Scheduled 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 contactor or supplier vide Office Memorandum of Work Department File No. 07554600032022-1499 dt. 01.02.2023."

- 4.2 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 following as Additional Performance Security (APS) shape of **N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra** pledged in favour of the Bank Guarantee in favour of the Superintending Engineer, Rural Works Division, Nimapara 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 divisional officer (By email) to the successful bidder, otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid security deposit shall be forfeited.** The successful bidder who has quoted less bid price / rates less than the estimated cost put to tender shall have to furnish Additional Performance Security within seven days from the date of issue of letter of Acceptance by the Divisional Officer (by e-mail) to the successful bidder.
- 4.3 **Amendment to Para-3.2.8 Note-II of OPWD Code, Vol-I by inclusion.**
Note-(II)- In case of tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.
- 4.4 **Amendment to Para-3.5.18 Note-VIII of OPWD Code, Vol-I**
Note-(VIII)- Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.
- 4.5 The authority reserves for right to reject any or all tenders without assigning any reason thereof.

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 Government of Odisha. The Chief Engineer, Roads, Odisha may however assist the contracted with names of such unemployed Engineers if such help is sought for by the Contractor.

The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with each tender as to who would

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be supervising the work. In absence of such intimation the tender shall be treated as incomplete.

Each work bill of the Special Class and "A" Class contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Diploma engineers so employed by the contractor to the effect that the work executed and included in the bill has been supervised and measured by him/ them. The Rule is amended in Government of Odisha, Works Department Office Memo No. 13/93 24317 dtd. 28.09.1993.

- 4.6 After careful consideration Government have been pleased to make following modification to Notes- (iii) of Para-3.5.18 of O.P.W.D. Code, Volume-I & Rule-29 of Appendix-IX of O.P.W.D. Code, Volume-II of Acceptance of Single Tender in response to a Notice Inviting Tender.

Notes- (iii) of Para-3.5.18- The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority.

Rule-29 of Appendix-IX - When in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly. 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.

- 4.9. Amendment to Codal /Contractual provisions.
(Works Department Memorandum No.173 dt. 03.01.2026).

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

1. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:
 - I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
 - II. where the bid price is below 10% but not below 20% of the project cost put to

bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price

111. **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

4.10. Grant of Concession (S) to Scheduled Caste and Scheduled Tribe Contractors. (Works Department resolution No.16262 dt.30.10.2018).

Government have extended certain concessions to the Scheduled Caste and Scheduled Tribe Contractors regarding award of P.W.D Works vide Resolution No.27748/W dt.11.10.1977. On the basis of the recommendation of Codes Revision Committee, It has now been decided to modify the aforesaid Resolution and allow the following facilities to the individual Scheduled Caste and Scheduled Tribe contractors for execution of P.W.D Works.

1. The Scheduled Caste and Scheduled Tribe applicants desirous of enrolling themselves as Contractors are required to deposit 50% of the amount specified for various Classes of Contractors under Rule-7 of Appendix- VIII (P.W.D Contractors Registration Rules,1967) of O.P.W.D Code, Volume-II.
2. The concessions / facilities for 10% Purchase Preference shall be allowed only to the individual registered contractors belonging to Scheduled Caste and Scheduled Tribehaving Registration Certificate up to "B" Class.
3. If the Tender of the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe is within 10% of the rate quoted by the lowest tenderer for any work, the work may be considered for award to him/her at the lowest tendered rate in relaxation of Rule-18 of Odisha General Financial Rules (O.G.F.R.), Volume-I and Para-3.5.14 of O.P.W.D. Code, Volume-I.The Security Deposit (Earnest Money, initial Security and Performance Security) at half the usual rate may be deposited/realized by/from the Scheduled Caste or Scheduled Tribe contractors coming under the Categories up to "B" Class only as against the prescribed percentage under Rule-13 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II.

Formats to be furnished duly filled
up

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the
Tenderer Date:-

Tenderer

Block Development Officer,Redhakhol

SCHEDULE-"E"

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER

ORABANDONMENT OF WORK BY THE TENDERER

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No

b) If yes: give details:

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

3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. Yes / No

b) If yes, give details:

Note:

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

Tenderer

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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 road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorised and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorised Officer of the firm or Bidder)

Date:

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Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e- procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. *Banking arrangement:*
 - a) Designated Banks (SBI/ICICI Bank / HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e- FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. *Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:*
Log on to e-Procurement Portal: The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now. submit button can be clicked

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against the selected tender so that it comes to the "My Tenders" section. **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

- a) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options.
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- b) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- c) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e- Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts - 0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender

fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.
7. *Settlement of Earnest Money Deposit on submission of bids:*a) *The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.*

8. Forfeiture of EMD:

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

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W. Remittances-1683-

Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 –Unclaimed Deposits-0097-Misc, Receipts- 02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

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

9. Role of the Banks:

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

10. Role of State Procurement Cell:

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

mapping/ customization.

- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha

Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
- h) e-procurement system will update the status accordingly for reconciliation report.

11. *Role of National Informatics Centre:*

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

12. *Role of Cyber Treasury:*

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

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13. *Redressal of Public grievances:*

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber

Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

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

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

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

31 (e) : *APPLICATION OF ESCALATION CLAUSE :*

The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and the 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 documents 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 materials, wages of labour and/or price of POL give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

ANNXURE-I

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

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

Approved for 29 (Twenty-Nine) Pages Only.

**Sd/-
Block Development Officer ,
Redhakhol**

Tenderer

Block Development Officer,Redhakhol