GOVERNMENT OF ODISHA

PANCHAYAT SAMITI, RENGALI

SAMBALPUR

DETAILED TENDER CALL NOTICE FOR THE WORK

Different Development works under Panchayat Samiti, Rengali of Sambalpur District

Approximate Estimated Cost Put to Tender:

Rs 18.00 Lakh to Rs 90.00 Lakhs

(Rupees Eighteen Lakhs to Rupees Ninety Lakhs) only

OFFICE OF THE PANCHAYAT SAMITI, RENGALI
SAMBALPUR

GOVERNMENT OF ODISHA

OFFICE OF THE BLOCK DEVELOPMENT OFFICER
PANCHAYAT SAMITI, RENGALI
SAMBALPUR
E-procurement Notice
BID IDENTIFICATION No: P.S/REN/SBP/DEV/04/ 2026-27
E-mail –*ori-rengali @od.gov.in*

No. /Dated.

1. The Block Development Officer, Rengali**,** Sambalpur on behalf of Governor of Odisha, invites **Percentage Rate** bids in **Double cover System/ Single cover system (Whichever is applicable)** in **ONLINE MODE** for construction of **Buildings,** as detailed in the **DTCN** from the eligible Class of Contractors.
2. No. of works : **9 (Nine)**
3. Tender Cost : Rs.6000.00/-& Rs.10,000.00/- respectively
4. Class of Contractor : **"B" Class "C" Class & "D" Class**
5. Date and time Available in Web site & receipt of Bids:

   12:00Hrs of 16.10. 2026 to 17:00 Hrs of 30.10.2026.
6. Date of Opening of Tender: **03.11.2026 at 11:30 Hrs.**
7. The Bidders have to participate in ONLINE bidding only. Further details can be seen from the Web Site **www.tendersodisha.gov.in** only.
8. Any Corrigendum / Addendum will be displayed in the website **www.tendersodisha.gov.in** only.

Block Development Officer
Rengali

Memo No. /Date.

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.

Block Development Officer
Rengali

GOVERNMENT OF ODISHA

E-procurement notice

OFFICE OF THE BLOCK DEVLOPMENT OFFICER, RENGALI, SAMBALPUR

E-mail – *ori-rengali@od.gov.in*

INVITATIONS FOR BIDS (I. F. B.)

BID IDENTIFICATION No. P.S/REN/SBP/DEV/04/ 2026-27

Letter No. / Dated.

The **Block Development Officer, Rengali, Sambalpur** on behalf of Governor of Odisha invites **Percentage Rate** bids **in Double cover system/Single cover System (Which ever applicable)** 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. If successful, the bidder who has not registered under state government has to register under the state PWD in appropriate class of eligibility before signing of the agreement.

Sl No	Name of the work	Approximate value of work	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 Boundary wall and Land Scaping of Kalyan Mandap OF KALYAN MANDAP AT RENGALI ,SAMBALPUR	Rs.53.67169 lakhs	09(Nine) Calendar months	"B" Class	1% of Tender Value	Rs.10,000/-	30.10.2026 Up to 17:00 Hrs
2	Construction of Market Complex at Rengali, Rengali Block Sambalpur	Rs.74.28265 lakhs	09(Nine) Calendar months	"B" Class	1% of Tender Value	Rs. 10,000/-	30.10.2026 Up to 17:00 Hrs
3	Construction of Market Complex at Jhanda Chowk Rengali.	Rs 30.43374 lakhs	06(Six) Calendar months	"C" Class & "B" Class	1% of Tender Value	Rs. 6,000/-	30.10.2026 Up to 17:00 Hrs
4	Construction of Additional Class Room and upgreadation of existing infrastucture of UGME school khadiapali , lapanga GP	Rs 20.79393 lakhs	06(Six) Calendar months	"C" Class & "B" Class	1% of Tender Value	Rs. 6,000/-	30.10.2026 Up to 17:00 Hrs
5	Construction of Additional Class Room and upgradation of existing infrastucture of primary school lapanga ,at Lapanga.	Rs 20.83672 lakhs	06(Six) Calendar months	"C" Class & "B" Class	1% of Tender Value	Rs. 6,000/-	30.10.2026 Up to 17:00 Hrs

6	Construction of Additional Class Room and upgradation of existing infrastucture of Pudapada PUPS , lapanga	Rs **20.38310** lakhs	06(Six) Calendar months	"C" Class & "B" Class	1% of Tender Value	Rs. 6,000/-	30.10.2026 Up to 17:00 Hrs
7	Construction of Additional Classroom and Upgradtion of Existing Infrastructure of Upper Primary School Binjipali, Bomaloi	Rs **18.11282** lakhs	06(Six) Calendar months	"D" Class & "C" Class	1% of Tender Value	Rs.6,000/-	30.10.2026 Up to 17:00 Hrs
8	Construction of Additional Class Room and Upgradation of Existing Infrastructure of Govt Primary School Paulepada, Thelkoloi	Rs **20.29624** lakhs	06(Six) Calendar months	"C" Class & "B" Class	1% of Tender Value	Rs.6,000/-	30.10.2026 Up to 17:00 Hrs
9	Construction of Additional Classroom and Upgradation of Existing Infrastructureof Govyt UGUP School Thelkoloi, Thelkoloi.	Rs **20.27872** lakhs	06(Six) Calendar months	"C" Class & "B" Class	1% of Tender Value	Rs.6,000/-	30.10.2026 Up to 17:00 Hrs

1. 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**.
2. Bids must be accompanied by Earnest Money Deposit/ Bid security of the amount specified for the work **SL.NO-1 to 6 in the Col.6** of above table, pledged in favour of **Block Development Officer, Rengali, 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 **12:00Hrs of 16.10. 2026 to 17:00 Hrs of 30.10.2026.**
3. The Bidder must possess **Compatible Digital Signature Certificate (DSC) of Class II or Class III.**
4. Bids shall be received only "**On-line**" on or before **17:00 Hours of 30.10.2026.** The bidder has to send hard copy of tender confirmation letter and Bid Security Declaration E.M.D (Original), Cost of Tender paper in shape of DD (Original), Registration Certificate, GSTIN, PAN, Original Affidefit, No Relation Certificate and Other requisite documents submitted through website on or before 11.15 AM 03.11.2026 through drop box. Bid submitted on line , but same hard copy are not received will be rejected.
5. Bids received "on-line" shall be opened **at 11:30 Hours on 03.11.2026** in the office of the **Block Development Officer, Rengali, 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.The tender committee reserves to the right to make any amendments or changes during opening of tenders.
6. 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, Rengali, Sambalpur** from any nationalized scheduled bank payable at **Rengali, Sambalpur** towards cost of tender paper.

7. Additional performance security shall be obtained from bidder when the bid amount is less than the estimated cost put to tender in shape of Demand Draft /Term Deposit Receipt pledged in favour of Block Development Officer Rengali .It will be deposited within 7 days of issue of letter of acceptance otherwise the bid shall be cancelled.

8. Detailed information as contained in the D.T.C.N. shall have to be strictly adhered to while submitting the tender papers.

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

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

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

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

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

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

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

12. This notice is to be read with all the Clauses / addendum/ corrigendum to the "Procedure to participate in online bidding".

13. In pursuance to Work Department, Govt. Of Odisha Memorandum No-4281 Dt.5.3.2025 preference given to Local MSMEs/Start-ups in procurement of works has been withdrawn. From the date of issue of the memorandum. Hence no preference to MSMEs registered contractor towards exemption from deposit of Bid Security/EMD at the time of participation of tender and concessional payment of

Performance Security will be given henceforth .Bid received without required EMD will be out rightly rejected in on line.

14. 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.
15. Any corrigendum / Addendum will be displayed in the website **www.tendersodisha.gov.in** only.
16. 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.
17. Conditional tender will be summarily rejected. The Department reserves the right to reject any or all bids without assigning any reason thereof.
18. Other details can be seen in the bid documents

Block Development Officer,
Rengali

Memo No. / Dated

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.

Block Development Officer,
Rengali

Memo No. / Dated

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

Block Development Officer,
Rengali

Memo No. / Dated

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.

Block Development Officer,
Rengali

Memo No. / Dated

Copy submitted to the Collector, Sambalpur/Superintendent of Police, Sambalpur/ C.D.O.-cum-E.O, Zilla Parishad Sambalpur/ Sub-Collector Sambalpur for information and necessary action.

Block Development Officer,
Rengali

CONTRACT DATA

A. BID INFORMATION

1	Bid Identification No.	**P.S/REN/SBP/DEV/04/ 2026-2027**
2	Name of the Work	**Const of different work such as Const. of Boundary wall with Landscaping work of Kalyan mandaps , Market Complex & Construction of Additional Class Room and upgradation of existing infrastructure of Schools Etc.**
3	Officer Inviting Tender	**Block Development Officer, Office of the Panchayat Samiti, Rengali,**
3	Executive Engineer concerned with head quarters authorized as Engineer-in-charge of this work.	**CDO-cum-EO, ZP, Sambalpur**
4	**Estimated Cost :-**	**Rs 18.00 Lakh to Rs 90.00 Lakhs**

B. BID INFORMATION

5	Intended completion period/Time period assigned for Completion		**6(six) & 9 (Nine)Calendar Months**
6	Last Date & time of submission of on-line Bid		**17.00 Hrs**
			Date 30.10.2026
7	Cost of Bid Document		
	i	Bank draft amount	Rs.6000.00 & Rs 100000.00 respectively
	ii	in favour of	**Block Development Officer, Office of the Panchayat Samiti, Rengali,**
	iii	payable at	***Rengali***
8	Bid Security		
	i	Amount	**1% of the estimated cost**
	ii	in favour of	**Block Development Officer, Office of the Panchayat Samiti, Rengali,**
	iii	payable at	***Rengali***
	iv	Type of instrument	As specified in the bid document
9	Bid validity period		90 days
10	Minimum period of contract / agreement / lease deed of equipment and machineries		**06 (Six) calendar months**
11	Currency of payment for Contract		Indian Rupee
12	Language of Contract		English

Procedure to Participate in on-line bidding
E-procurement

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

1.1. For composite tender, estimated cost of each component should be clearly indicated in addition to combined estimated cost put to tender. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.

1.2. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the **Block Development officer, Rengali** may at his discretion without prejudice to any other right or remedy available under law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the said Act by him.

1.3. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.

1.4. The successful bidder shall complete the works by the intended completion date specified in the Contract data.

1.5. Throughout these bidding documents, the terms '' bid and tender '' EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.

1.6. In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration,

Valid VAT clearance certificate etc, at the time of purchase of tender documents but will be required for verification purpose at later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The Bidder is required to attend the officer inviting the bid for verification of original documents within three days of opening the bid.

1.7. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc.

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

1.7.2. The tender documents uploaded by the Tender Inviting Officer in the website **www.tendersorissa.gov.in** will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the

tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.

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

1.7.4. If the software application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.

1.8. The bidder intending to participate in the bid on-line shall prepare the demand draft towards cost of bid as per IFB (except for exempted contractors) and up load the scanned copy of the draft to the portal against the bid where he is participating and the original shall be deposited to the tender inviting officer within the **period** specified in the "Invitation For Bid". If the Bidder fails to deposit the original demand draft towards cost of bid within the stipulated time his bid shall be rejected and action as per prevailing rule shall be taken.

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

1.10. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

2.

2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.

2.2. All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.

2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Under Secretary and above in the Government of Orissa in the concerned Department, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid an undertaking to that effect.

2.4. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.

2.5. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Orissa is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Orissa in writing. Such a

contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Orissa as aforesaid before submission of the tender for engagement in the contractor's service.

3.

3.1. ***For submission of Bids through the E-Procurement Portal, the bidder shall up-load the scanned copy/copies of documents listed under clause 3.2 in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.*** Bids from Joint ventures are acceptable.

3.2. The bid shall include following information and documents.

a. Copy of valid contractor's registration certificate, PAN card, GST registration certificate should accompany the technical bid.

b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.

c. Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.

d. In case if contractor executing several works, he is required to furnish a time schedule for movement of equipment/machinery from different site to this work site when work is to be executed.

e. The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work.

f. In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the state, he/she is required to furnish additional 1% EMD/Bid security.

g. The contractor intending to use/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/lease deed and duration of such contract.

h. The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license for executing the water supply/sanitary engineering works/electrical installation works/mechanical works/ building electrification works and should have executed similar water supply/sanitary engineering works .

i. Details of work under progress (As per Schedule- B)

j. Details of works executed (As per Schedule-D)

k. Other documents as per DTCN

3.4 ***The Bidders are subject to be disqualified if they have:***

a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.

d. Indulged in unlawful & corrupt means in obtaining bids.

e. Been black listed/their registrations by the competent authority.

4. **ONE BID PER BIDDER:**

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

5. COST OF BIDDING:

5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.

5.2 All the rates and prices in the bid shall cover all taxes, viz. Central or State Sales Tax, Octroi, Value Added Tax or any other local taxes, ferry, tollage charges and royalties and any other charges.

5.3 The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.

5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. SITE VISIT:

6.1. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.

6.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

7.1 The description of the work is as mentioned under Invitation for Bid.

7.2 The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may down load these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Block Development Officer, Rengali as mentioned in the contract data will be open for inspection during working hours on all working days by the bidders. The bidder is required to down-load all the documents including the drawings for preparation of his bid. It is not necessary on the part of the Bidder to up-load the drawings other Bid documents (after signing) while up-loading his bid. He is required to up

load documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bids. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid document by the Officer Inviting the Bids will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

8. CLARIFICATION OF BIDDING DOCUMENTS:

8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours everyday except on Sundays & Public Holidays till last date of sale of tender paper.

8.2. **No paper** copy **of** the **bid shall be sold.**

8.3. **The bidder can** seek **clarification on the bids** which he received earlier than 15 days prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail ID of the enquirer.

9. AMENDMENT OF BIDDING DOCUMENTS:

9.1. Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.

9.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website **www.tendersorissa.gov.in** / notice board and through paper publication.

9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

10.1. All documents relating to the Bid shall be in the English / Hindi / Oriya language. Bids submitted in any other language shall be summarily rejected.

11. DOCUMENTS COMPRISING THE BID:

11.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.

(i) Invitation for Bids (IFB)
(ii) Instructions to bidders (ITB)
(iii) Conditions of Contract
(iv) Contract Data
(v) Specifications
(vi) Drawings

11.1.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the percentage rate in the BOQ down loaded for the work in designated Cell and up-load the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.

A. **Cost** of **"Bid document"** & **"Bid Security"** shall comprise

(i) Cost of Bid Document

(ii) Bid Security in prescribed shape.

B. **"Technical Bid"** shall comprise.

(i) Declaration under the Official Secret Act, 1923

(ii) Qualification Information and supporting documents,

(iii) Certificates, undertakings, affidavits and other documents as per DTCN

C. **"Financial Bid "**shall comprise.

(i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

12.1. In the E-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.

12.2. For **Item** rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.

12.3. In case of **percentage rate** tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate how much his price offer is excess or less than the estimated amount.

12.4. The **bidder** shall bid for the whole works as described in the Bill of Quantities.

12.5. Bidders **shall** submit offers that fully comply with the requirements of the bidding documents, Including the Conditions **of** Contract basic technical design as indicated in the drawing and specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.

12.6. All duties, taxes, including GST and other levies payable by the contractor under the contract, or for any other **cause** shall be included in the rates, prices submitted by the bidder. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.

12.7. In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be **considered** as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12.8. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a **Provisional** Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.

12.9. The **contractor shall** conform in all respects, by giving all notices and paying all fees, with the provisions of:

(i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and

(ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

13. CURRENCIES OF BID AND PAYMENT:

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

14. VALIDITY:

14.1. Bids shall remain valid for a period not less than **90 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bids. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.

14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request without any risk of forfeiture of his bid security.

14.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

15. BID SECURITY:

15.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under Contract Data. The bidder shall scan all the written pages of the bid security and up load the same to the system in designated place. The online bidder shall deposit the original copy of the 'bid security' within the specified period mentioned in the contract data (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bids". The Officer inviting the bids shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security. Non-submission of bid security with in the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration. The bid security shall be in the favour of officer as named in Contract Data and may be in one of the following forms:

a. Fixed deposit receipt of any scheduled bank approved by the Reserve bank of India / Indian Post Office Time deposit/ National Savings Certificate / Kisan Vikas Patra **(Valid Minimum one year from the date of receipt)** duly pledged in favour of Block Development Officer, Rengali concerned as per notice inviting bid by the Department.

15.2 The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.

15.3 Combined bid security for more than one work is not acceptable.

15.4 In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Orissa, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.

15.5 The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.

15.6 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any.

15.7 The Bid Security may be forfeited

a. If the bidder withdraws the bid after opening of the bid but within the period of validity.

b. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.

c. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 3.1,

d. 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 including additional performance security if any.

16. FORMAT AND SIGNING OF BID:

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

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

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

16.3.1. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

16.3.2. In the e-procurement process, each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.

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

D. SUBMISSION OF BIDS

17. SECURITY OF BID SUBMISSION:

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

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

18. DEADLINE FOR SUBMISSION OF THE BIDS:

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

18.2. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS :

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

20. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

E. OPENING AND EVALUATION

21. OPENING OF THE BID:

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

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

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

21.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

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

21.4**.** During bid opening, the covers containing original demand draft towards Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with clause 15 shall be checked and announced. The list of bidders who have submitted the original copy of the cost of Bid and Bid Security shall be prepared and announced.

21.4.1. Combined bid security for more than one work is not acceptable. If the bid security furnished does not conform to the amount and validity period as specified in clause 15 and has not been furnished in the form specified in Clause 15, the bid will be declared non-responsive and rejected.

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

21.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.

21.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished in Part - I pursuant to Clause 3.

21.5.3. After receipt of confirmation of the bid security, the bidder will be asked in writing to clarify his technical bid, if necessary.

21.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

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

21.6. The evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per clause no 30 shall be taken against the bidder/contractor.

21.7. deleted

21.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.

21.7.2. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.

21.7.3. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

21.7.4. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.

21.7.5. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.

21.7.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.

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

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

22. PROCESS TO BE CONFIDENTIAL:

22.1. **Information** relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.

23. CLARIFICATION OF BIDS:

23.1 To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.

23.2 Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

24.1. During the detailed evaluation ,the officer inviting the bid will determine whether each bid:-

a. Whether the Bid security is confirmed by issuing institution/bank.

b. Has submitted legible documents for evaluation

c. Meets the eligibility criteria defined in *Clause 3* and;

d. Is substantially responsive to the requirements of the bidding documents.

24.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

24.3. A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

(a) Which affects in any substantial way the scope, quality, or performance of the works.

(b) Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or

(c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

24.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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

25. EVALUATION OF BIDS: DELETED

26. AWARD CRITERIA:

26.1. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.

26.2. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.

26.3. Competent Authority on behalf of Governor of Orissa reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

26.4. The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

27. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:

27.1 In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalised with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivising the bidder.

27.2 The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement with in the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

28. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

28.1 The competent authority on behalf of the Governor of Orissa does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.

28.2 All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

29.2. The bidder shall with in 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely**.** The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

29.2.1. Following documents shall form part of the agreement.

a. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance
thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.

b. Standard Bid Document P.W.D. Form **P-1**

29.3. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.

29.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Orissa, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

29.5. Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.

30. CORRUPT OR FRAUDULENT PRACTICES:

30.1. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

DETAILED TENDER CALL NOTICE

Sealed **percentage rate** bids are invited **Double cover System/ Single cover system (Whichever is applicable)** from the **"C" , "B"** & "**A"** Class with the eligible contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government/ MES / Railways having registration for Civil, works for execution of Civil works on production of definite proof from the appropriate authority in prescribed firm to be eventually drawn in P.W.D. FORM P-1 for the work **"Const of different work such as Const. of Kalyan Mandaps, Boundary wall with Landscaping work of Kalyan mandaps and Bamboo Crafts at an Estimated Cost of Rs 3000000/- to Rs 9000000/-**

1. (a) The tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.

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

   (c) The details of the works items will be provided at the time of the agreement to the successful bidder. This work is completely construction of building works.

2. The Bid documents are available on official website of Government: **http://www.tendersorissa.gov.in** from **12:00 hours of 01.07.2026 to 17.00 Hrs of 14.07.2026**

. The last date and time of submission of Bid is as per contract data.

3. The Bid documents will be opened by the assigned officer in the office of the **Block Development Officer, Rengali**, Sambalpur Orissa at **11:30** Hours on **17.07.2026.** In the presence of the bidders or their authorised representatives who wish to attend.

4. The cost of Bid documents in shape of demand draft issued from any nationalized/ scheduled bank may be prepared in the name of the **Block Development Officer, Rengali and payable at Rengali** of **Rs.6000.00 & 100000.00 respectively** towards cost of tender paper and GST for each bid respectively. The online bid must be accompanied with scanned copies of demand draft towards cost of tender paper. The original copy of the Demand Draft shall be submitted near the officer inviting the bid after last date and time of submission of bid but before the stipulated date and time of opening of bid.

5 The bid is to be submitted in double covers.

(i) Covers-1 is to contain scanned EMD, Cost of Tender Paper, GST, Registration Certificate, Affidavit as per DTCN, undertaking/certificates duly filled, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN.

(ii) and the price bid duly filled in and signed by the bidder.

6 The successful lowest bidder is required to produce documents viz original Registration, valid VAT clearance Certificate, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, within five days from the date of opening of the tender (price bid). Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection

7. (i) The Contractors are required to furnish scanned copy of evidence of ownership of principal machineries/equipments as per **Annexure-I for which contractor shall have to secure minimum 60% of marks failing which the tender shall be liable for rejection.(For Technical bid criteria)**

(II) Incase the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a period as to be able to execute an item of work as per original programme which will be part of the agreement.

(III) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of **06 (Six) months as mentioned in contract data** from the last date of receipt of Bid documents.

8. (i) The contract will be drawn in P.W.D. **P-1** contract form.

The contract shall be drawn & signed by **Block Development Officer, Rengali,** on behalf of the Governor of Orissa.

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

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

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

12. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or

corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.

13. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.

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

15. The work is to be completed in all respects within 9 (**nine) & 6 (Six)**calendar months from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-Charge.

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

17. The tenderesr shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Orissa, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.

18. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.

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

20. The bid must be accompanied by security of the amount @ 1% (One percent) of the estimated cost put to tender of **Rs 1800000/- to Rs 9000000/-** rounded to nearest hundred rupees only along with tender in the form of Deposit receipt of ***Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account*** **(Valid Minimum one year from the date of receipt)** duly pledged in favour of the **Block Development Officer, Rengali** and payable at **Rengali** as per the terms and conditions laid

down in OGFR and in no other form. Bidder's desirous to higher machineries or equipments from out side the state or owned but deployed outside the state are required to furnish additional one (1) percent EMD / Bid Security. Tenders not accompanied with E.M.D. as specified above will not be considered. No adjustment of E.M.D. from one work to another will be entertained.

(N.B.:- Bank Draft/Pay orders or Bankers cheque from any Nationalised banks in favour of Block Development Officer, Rengali shall not be considered as E.M.D)

21. The successful tenderer should be accompanied with the ***Scanned copies of the valid Registration certificate, valid*** **GST registration** ***certificate and PAN card*** **which are mandatory** and the original certificates are to be produced **on the day /within five days** of opening of Cover of the tender before **Block Development Officer, Rengali** ***for*** verification, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.

22. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.

23. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.

24. (i) The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of O.P.W.D. Code. The earnest money will be refunded to the unsuccessful tenderers on application after intimation is sent to rejection of their tenders. The retention of E.M.D. with the Department will carry no interest.

25. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the **Block Development Officer, Rengali** and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any) and sign the agreement in the P.W.D.form No. **P-1 (Schedule XLV No. 61)** for the fulfillment of the contract in the office of the **Block Development Officer, Rengali, and payable at Rengali or** as directed. The security deposit together with the earnest money and the amount withheld according to the provision of **P-1** agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in Charge and the successful bidder within 15 days following the notification of award along with

the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in Charge. Following documents shall form part of the agreement.

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

b) Standard **P.W.D. Form P-1 with latest amendments.** Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after 12 (Twelve) months of completion of the work and payment of the final bill and will not carry any interest.

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

26. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

27. Tenderers are required to liable by fair wages clause as introduced by Govt. of Orissa, Works Department letter No.VII (R&B) 5225, dt.26-2-55 and No.II, M-56/61-28842 (5), dt.27-9-61.

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

a) Rent royalties, cess and other charges of materials, Octroi and all other taxes including prevailing GST from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.

b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.

c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.

d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained. e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.

f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.

g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.

h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.

i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.

29. (i) No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.

30. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as GST, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.

31. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.

32. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt.of India, Ministry of Works and Housing & Supply in their standing order no.44150, dtd.25-11-57. 38. No part of the contract shall be sublet without written permission to the concerned Block Development Officer, Rengali or transfer be made by the power of attorney authorizing others to receive payment on contractor's behalf.

33. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day expect on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.

34. **No Relation certificate.**

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

35. **Payment for variation in price amendment issued vide Works Deptt. Lr. No. 12606 / dated 24.12.2012.**

36. **Contract Price shall be adjusted for increase or decrease in rates and price of labour Cement Steel Bitumen, Pipes, POL & other Material component in accordance with the following principles and procedures as per formula given below.**

36(a)(i) <u>REIMBURSEMENT / RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L).</u>

If during the progress of the work the price of any materials (Excluding the cost of steel cement, bitumen & P.O.L) incorporated in the work (not being materials supplied from the Engineer – in – Charge's Store) in accordance with Clause there of increases or decreases as a result of increase or decrease in the Average wholesale Price index (all commodities). And the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen) months there from.

Formula to calculate the increase or decrease in the price of materials:

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

$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o)/M_o$

V_m = Increase or decrease in the cost of work during the quarter under Consideration

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule or rate / derived rates.

M_0 = The all-India wholesale price index (all commodities) prevailed during the quarter last day of receipt of bids was published by the Economic Adviser to

Government of India, Ministry of Industry and commerce, New Delhi.

M_i = The all India Wholesale Price Index (all Commodities) for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration whichever is less shall be considered.

P_m = Percentage of materials component (Other than cement steel bitumen, pipes and POL of the work as indicated in clause – 31 (d) below.

36 (a)(ii) REIMBURSEMENT / RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER:

If after submission of the Tender, the prices of Steel, Cement, Bitumen and Pipes (not being supplied by the Department) increases / decreases beyond the price(s) prevailing at the time of the last date of submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Sr.Technical Consultant, SSA, and Sambalpur with prior approval tender accepting authority subject to following conditions:

1. Contractors have to submit the Vouchers showing procurement of different materials from authorized dealers for the said work.
2. Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer – in – Charge.

   Recovery in case of decrease in prices of cement, steel, bitumen & Pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase / decrease in price of cement, steel, Bitumen and pipes for reimbursement / Recovery shall be determined as follow.

a) Adjustment towards differential cost of cement:

V_c = (C_i – C_o) / C_o x Actual Quality of cement utilized in the work during the quarter under consideration x base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

V_c = Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered.

C_i = All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser Government of India Ministry of Industry and commerce New Delhi.

C_o = All India wholesale price Index (as published by Economic Adviser, Government of India Ministry of Industry and comer, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) **Adjustment towards differential cost of steel.**

V_s = (S_i – S_o) x Actual quantity of Steel utilized in the work during the quarter under consideration.

V_s = Differential cost of Steel i.e. amount of increase or decrease in rupees to be paid or recovered.

S_i = Cost of the Steel as prevailed during the period under consideration as fixed by steel authority of India.

S_o = Base price of Steel prevailing as on the last date of submission of Tender including extension, if any.

c) **Adjustment towards differential cost of Bitumen.**

V_b = (B_i – B_o) x Actual quantity of Bitumen utilized in the work during the quarter under consideration.

V_b= Different cost of Bitumen i.e. amount of increase or decrease in Rupees to be paid or recovered.

B_i= Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL / BPCL / HPCL.

B_o= Base price of bitumen as prevailing during the last stipulated date of receipt of tender including extension, if any.

d) **Adjustment towards differential cost of pipes.**

V = $0.85 \times P_p / 100 \times R(P_i - P_o) / P_o$

V_p= Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p= Percentage of pipe component of the work as indicated in the clause 31 (d).

R= Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any at prevailing schedule of rates of derived rate.

P_i= All India Wholesale price Index for the period under consideration as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi for the type of pipe under consideration.

P_o= All India Wholesale price Index (as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of Tender including extension, if any for the type of pipe under consideration.

36(b) **REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT**:

In after submission of the tender the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the Contractor, if penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed the extended period.

The Contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour give notice thereof to the Engineer – in – Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer – in – Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof for this purpose the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labour, fixed by the Government of Odisha under Minimum wages act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$

V_i= Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R= Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rare / derived rates.

L_o= The minimum wages for labour as notified by State Government & as prevailed on the last stipulated date of receipt of tender including extension, if any.

L_i= The minimum wages for labour as notified by State government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended the minimum wage prevailing on the last date of quarter previous to the quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered).

P_i= Percentage of labour component of the work as indicated in the clause 31 (d).

36(c) **Reimbursement / Refund due to variation in prices of P.O.L:**

Similarly, if during the progress of work the prices of Diesel Petrol, Oil and Lubricants increase or decreases as a result of the price fixed thereof by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him if penalty is levied for delayed completion of the work the contractor shall not be eligible to get price escalation on P.O.L. on the value of works executed during the extended per.

Formula to calculate the increase or decrease in the price of P.O.L.

$V_f = 0.85 \times P_i / 100 \times R \times (F_i - F_o)/F_o$

V_f= Increase or decrease in the cost or work during the quarter under consideration due to changes in rates for P.O.L.

P_f= Percentage of P.O.L. component of the work, as indicated in Clause – 31(d) below.

R= Value of work done during the quarter consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

F_i= All India wholesale price index for Fuel, Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration whichever is less shall be considered.

F_o= All India wholesale Price Index for Fuel, Oil & Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

36(d) **The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:**

PERCENTAGE TABLE

Sl No.	Category of Works		% Component (Cost wise)		
			Labour (pi)	POL (Pf)	Steel + Cement + Bitumen + other materials
1	R&B works (% of component)	Road Works	5	5	90
		Bridge works	25	5	70
		Building Works	25	-	75
2	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. Woks	Structural Work	25	5	70 Pipe – 70 % * Other Materials – 25 %
		Pipeline Work	5	-	
		Sewer Line	10	-	Pipe – 70 % * Other Materials – 20 %

*__Note: - Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.__

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

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

(ii) The compensation for Escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months depending on the actual date of completion.

37. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.

38. All items of work as per schedule of quantities of this tender should confirm to Orissa Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.

39. Shuttering & centring shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.

40. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centring and shuttering made for the work and can reject partly of fully such structures, if found defective in their opinion. Any eventually such as loss of lives or properly due to failure of centring and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.

41. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.

42. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.

43. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.

44. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.

45. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.

46. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.

47. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances

48. The tenders should furnish along with their tender a list of works executed during the last three years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of **schedule-H.**

49. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents. An **affidavit** to this effect is to be furnished in **Schedule-F. Non-furnishing** of the information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected.**

50. **It should be clearly understood that:**

a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.

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

c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.

d) Plain concrete and reinforced concrete specimens will be tested in ***Quality control and Research Laboratory at Bhubaneswar, Quality control Division, Cuttack and Zonal laboratories.*** Cost of testing of all specimens and samples will be borne by the Contractor.

51. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.

52. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2, 50,000.00. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the

work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

53. **List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of schedule-C.**

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

55. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octoroi and other duties lead, lifts, loading and unloading 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. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.

56. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.

57. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is **One Lakh and** above. Cess @1% will be deducted from the contractor's bill as per Govt.circular.

58. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.

59. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.

60. Under section 12 of contractor's labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

61. **Additional Performance Security (APS):**

Amendment to Para 3.5.5 (v) Note – ii of OPWD Code Vol.-I by modification vide Works. Department Office Memorandum No.5288 dated.4.05.2016.

Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Divisional Officer in the sealed envelope along with the price bid at the time of submission of bids.

The bids of the technically qualified bidders will be opened for evaluation of the price bid. In case of the bidders quoting less bid price/rate than the estimated cost put to tender and have not furnished the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft/Term Deposit Receipt, their price bid will not be taken in to consideration for evaluation even if they have qualified in the technical bid evaluation.

62. **Sample of all material -** The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.

63. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained vide table 1.4 of Qualification Information of Section-2.

64. An engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers in the rank of Chief Engineer and above.

65. All reinforced cement work should conform to Orissa Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516 .

66. Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these

incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.

67. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.

68. The Contractor will have to submit to the **Block Development Officer, Rengali** monthly return of labour both skilled and unskilled employed by him on the work.

69. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.

70. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.

71. The Tenderer should furnish along with their tender **1**.a list of works, which are at present in their hand **2**. list of T&P and **3**.list of work executed in the prescribed proforma(s) enclosed herewith in appropriate place of bid document.

72. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.

73. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.

74. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at ***Departmental Control and Research Laboratory Bhubaneswar, Quality control division Cuttack and Zonal Laboratories***, at the cost of the Contractor with no extra cost to the Department.

75. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.

76. The C.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.

77. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.

78. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained.

The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.

79. Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.

80. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.

81. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**

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

(II) The tests have to be planned & carried out such that the progress of work is not hampered

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

82. In case of ambiguity between clauses of this D.T.C.N. and the **P-1** contract form, the relevant Clauses of the **P-1** contract form shall prevail over the D.T.C.N. The clauses not covered under **P-1** contract form shall be governed by the clauses of the D.T.C.N.

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

84. Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

85. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Block Development Officer, Rengali will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local

labour office of the Govt. The contractor shall not employ child labour. The decision of the Block Development Officer, Rengali is final and binding on the contractor.

86. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.

87. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.

88. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonesty, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.

89. The selected contractor may take delivery of departmental supply according to his need for the work issued by the ***Sub-Divisional office in-charge*** subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.

90. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is

higher.

91. All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required

sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the P.W.D. store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one metre in length will be returned by the contractor at the issuing stores without conveyance charges.

92. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.

93. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).

94. **Orissa Bridge & Construction Corporation** Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No-285 date-17.04.1974. **The Orissa Construction Corporation** will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

95. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Rengali with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

96. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.

97. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for 12 (Twelve) months from the date of successful completion of the work.

98. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

99. **Gradation of ingredients**: The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / MoRT&H specifications.

100. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorised agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the SSA. and shall not be removed from the site of work without written permission of the Engineer (Assistant Engineer) and to be submitted to the Engineer-in charge every month.

101. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.

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

103. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the building site etc. are the responsibility of the contractor.

104. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.

105. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as for as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summararily rejected. The claim book is the property of the SSA and shall be surrendered by thecontractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.

106. Number of tests as specified in I.R.C. / MoRT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House /Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of

samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

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

(a) Making a false statement or declaration.

(b) Past record of poor performance.

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

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

(e) Past history of litigation.

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

109. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No	Particulars
1	Notice Inviting tender
2	Instruction to the Bidders
3	Conditions of Contract.
4	Contract data
5	Specifications
6	Drawings

110. **Condition for issue of plant & machinery to contractor on hire**: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Chief Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the despatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor. The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery are made over up to and inclusive of the date of its return, even though the same day it may not have been utilised for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer–in-charge when any plant or machinery goes out of order requiring

major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time of time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

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

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

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached. Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorized agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the logbook, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS

This agreement made the Two Thousand between (herein-after referred to as "the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.Where as the hirer desirous of hiring the tools and plants of the P.W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants".

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop / store at **Sambalpur.** The rate of higher charges will be as mentioned in the schedule attached.

c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge

d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & Workshop / store at **Sambalpur** in the same good condition in which they were received by him.

e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.

f) The tools and plants shall be open for inspection at all times to the officers of the Government.

g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.

h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.

i) Normally the tools and plants will be supplied with operating staff.

j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.

k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.

l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be

the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.

m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .

n) In case of any disputes between the hirer and the Government, the decision of the Chief Engineer shall be final.

o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

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

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

1. Signed by:
2. *Signed sealed and delivered in the presence of*

111. **ELIGIBILITY CRITERIA FOR QUALIFICATION :**

Applicants shall furnish the followings.

a. Scanned copy of required **E.M.D** as per the **Clause No.20.**

b. Scanned copy of demand draft towards cost of tender paper as per **Clause No.4.**

c. Scanned copy of valid Registration Certificate, Valid GST registration certificate, PAN card along with the tender documents and furnish the Original Registration certificate, GST certificate and Pan card, for verification by the lowest bidder within (5) five days of opening of the tender before **BDO, Rengali** as per **Clause No.21**

d. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and **affidavit to that effect including authentication of tender documents. and in schedule "F"** as per **Clause No.49.**

e. Submission of original bid security and tender paper cost as prescribed in the relevant clause of DTCN after last date and time of submission of bid before the stipulated date & time for opening of the bid.

NOTE: Scanned copies of evidence of all documents to justify Eligibility under the above clauses are to be furnished with the online bid.

f. The bidders are requested to go through details of works department letter No. file No.07556900042013(pt-II)-7885(W) dt 23.07.2013 Guide lines/Procedure to be followed in introduction of e-procurement in Govt. of Odisha(included in the DTCN).

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

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

2.1. Progress of work and Re-scheduling programme.

2.1.1. The Block Development Officer, Rengali / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in- Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

2.2. Extension of the Completion Date.

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

2.2.2. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in- Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

i) Force majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.

v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or

vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation **@ 1.5%** per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of **compensation** for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4. <u>Incentive:</u>

(i)Incentive should be paid in respect of individual project for new construction /substantial additional or improvement works, the minimum value of which is mentioned below.

<u>Name of Work</u>	**<u>Minimum Value</u>**
1. Building work/P.H works	**Rs. 40.00 Lakh**
2. Road works	**Rs. 3.00 Crores**
3. Irrigation Work	**Rs. 10.00 Crores**

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of works before time schedule (Works Deptt. No. 8310, dt: 17.05.2006)

(ii)Amendment to Para 3.5.5 (v) Note – iii of OPWD Code Vol.-I by modification vide Works. Department Office Memorandum No.5288 dated.04.05.2016.

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

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

Before 30% of contract period =5% of Contract Value.

Before 20% to 30% of contract period =4% of Contract Value.

Before 10% to 20% of contract period =3% of Contract Value.

Before 5% to 10% of contract period =2% of Contract Value.

Before 5% of contract period =1% of Contract Value.

2.5. Management Meetings

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

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

Clause-2 (b) of Item Rate P-1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt. 27.05.2005 of Works Department, Orissa):- To rescind the contract (of which rescission notice in writing to the contractor under the hand of the **Block Development Officer, Rengali** shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

113. The tenderers are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clauses mentioned here in before tendering.

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

As per said amendment a Contractor may be blacklisted

a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.

b) Involvement in any sort of tender fixing.

c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.

d) Persistent and intentional violation of important conditions of contract.

e) Security consideration of the State i.e. any action that jeopardizes the security of the State.

f) Submission of false/ fabricated / forged documents for consideration of a tender.

115. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.

116. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender:-

i. The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.

ii. Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.

iii. Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.

a. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct

b. If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.

c. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.

d. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.

e. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.

f. The Contractor will write percentage excess/ less unto one decimal point only. If he writes the percentage excess / less upto two or more decimal points, **the first decimal point** shall only be considered without rounding off.

g. The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.

iv. In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.

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

vi. The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.

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

Note-(1) 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 drawing agreement for execution of work subject to the condition that L2 bidder negotiates at per 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 published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

2)If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids . But if more than one bid is quoted at 14.99 % (Decimals up to two numbers will be taken for all practical purposes)

less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Block Development Officer and District representative will remain present.

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

(Total 116 Clauses)

APPROVED BY

Block Development Officer

Rengali

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

Note : For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard).

ITEM OF WORK

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

GENERAL CONDITIONS

1. Drawings & Specifications

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

Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorised representative shall at all reasonable times have access to the same.

2. Contractor's Responsibility.

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

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

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

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

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

g) **Alteration / Addition & Omissions**

The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or allot followings : .

a) Increase or decrease the quantity of any work included in the contract.

b) Omit any such work.

c) Change the levels, lines, position and dimensions of any part of the works, and

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

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

4. Valuation of variations

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

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

5. The Offers are also to include

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

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

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

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

e) De-watering as required and directed.

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

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

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

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

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

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

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer
Date:-

SCHEDULE - B

WORKING EXPERIENCE

LIST OF BUILDING WORKS/similar nature IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

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

Signature of the Tenderer
Date…….

SCHEUDLE – C

CERTIFICATE OF TOOLS AND PLANTS

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

Sl No	Particulars	Quantity Required
1	Concrete Mixture	2
2	Needle Vibrator	1
3	Plate Vibarator	1
4	Water Tanker	1
5	Centering & shuttering Materials	300 sqm
6	Truck/Tipper	2
7	Generator	33KVA

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

Signature of the Tenderer
Date.

SCHEUDLE – D

WORKING EXPERIENCE

LIST OF BUILDING WORKS/similar nature EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

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

Signature of the Tenderer
Date

SCHEDULE – E

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.	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 summarily be rejected.

Signature of Tenderer

SCHEDULE – F

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither 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 authorise(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 any such information at the request of the Department.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the Bid.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date

SCHEDULE - G

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER / DIPLOMA HOLDERS

(For Super Class / Special Class / 'A' Class Contractors only)

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

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

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

Signature of the Tenderer.

Schedule-H

Form of Bid-Security Declaration

<Letter head of the bidder>

<Date>

Bid No.:

To

[*Insert complete name and address of the Authority/ Employer/ Tender Inviting Authority*]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

2. We accept that the Authority/ Employer/ Tender Inviting Authority shall cancel our empanelment and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum periodof180 days, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) havewithdrawnourBidpriortotheexpirydateofthebidvalidityspecifiedinthe letter of Bid or any extended date provided by us;
or
(b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,

i. Failure of use to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/ Terms of the Bid Document/RFP, or
ii. Fail to agree to the decisions of the contract negotiation meeting or
iii. Failure refuse to execute the Contract.

3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or (ii) after the expiry date of the Bid validity.

Name of the Bidder***** _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder****** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____day of ,_____

*****:In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**:Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the bid]

Government of Odisha
Works Department
***

Office Memorandum

File No.07556900042013(pt-II)-7885(W) Dated.23.07.2013

Sub: Codal Provisions regarding e-Procurement

After introduction of e-procurement in Govt. of Odisha, necessary guidelines /procedure has been issued in Works Department Office Memorandum No.1027dt.24.01.2009 which consists of the procedural requirement for E-procurement offenders. After carefully consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX (A) of OPWD Code Vol-II.) as follows:

Appendix-IX (A) of OPWD Code, Vol-ll

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.

2. The e-procurement portal of Government of Odisha "https:// tendersodisha.gov. in".

3. Use of valid Digital Signature Certificate of appropriate class (Class II or class Ill) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.

4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.

5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

6. Government after careful consideration have decided to hoist all tender costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts codel Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services. In future.

9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.

11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

11.1 Application Administrator (NIC & State Procurement Cell)

i. Master Management

ii. Nodal Officer Creation

iii. Report Generation

iv. Transfer of Officer's login ID.

v. Blocking & unblocking of officer's and bidder's login ID.

11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)

I. Creation of Users

ii. Role Assignment

iii. Report Generation

iv. Transfer of Officer's login ID.

v. Blocking & unblocking of officer's Login ID.

11.3 Procurement Officer-Publisher (Officer having tender inviting power at any level)

i. Publishing of Tender

ii. Publishing of Corrigendum *I* addendum *I* cancellation of Tender

iii. Bid Clarification

iv. Uploading of Pre-Bid minutes.

v. Report generation.

11.4 Procurement Officer-Administrator (Generally sub-ordinate officer to Officer inviting Tender)

i. Creation of Tender

ii. Creation of Corrigendum *I* addendum *I* cancellation of Tender

iii. Report generation.

11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)

i. Opening of Bid

11.6 Procurement Officer Evaluator (Generally Sub-ordinate Officer to Officer Inviting Tender)

i. Evaluating Bid

11.7 Procurement Officer-Auditor (Procurement Officer Publisher and / or Accounts Officer / Finance Officer)

i. To take up auditing

12. NOTICE INVI-TING BID (NIB) or INVITATION FOR BID (IFB):

12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.

12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e" procurement Notice

Bid Identification No .----------

1. Name of the work: .....

2. Estimated cost: Rs. .....

3. Period of completion .....

4. Date & Time of availability of bid document in the portal

5. Last Date *I* Time for receipt of bids in the portal

6. Name and address of the O.I.T.: .....

Further details can be seen from the e-procurement portal "https://tendersodisha.gov.in"

12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersodisha.gov in will appear in the "Latest Active Tender". The Bidders1 Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE :

13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website https:/ltendersodisha.gov.in, notice board and through paper publication and such notice shall form part of the bidding documents.

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

14. CREATION AND PUBLISHING OF BID:

14.1 All the volumes/ documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer lnviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with

14.2 The tender document comprise the notice inviting tender, bid document1 SBD, drawings in .pdf format and the schedule of quantities/ BoQ in .xls format to be uploaded by the Officer lnviting Tender.

14.3 Procurement Officer Administrator creates tender by filling up the following forms:

i. BASIC DETAILS

ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/ Packet:

Sl. No	Cover Type	Document Description	Type
1.	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/ DTCN	.pdf
		BoQ	.xls

(b) For Two Cover/ Packet:

Sl. No	Cover Type	Document Description	Type
1.	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBDIDTCN.	.pdf
2.	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.

iv. WORK ITEM DETAILS

v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/ SBD.

vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/ SBD.

vii. BID OPENER SELECTION: The Procurement Officer creator can select two/ three 1 four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).

viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/ DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.

ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/ her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The Contractor/ Bidder intending to participate in the bid is required to register in the portal using his/ her active personal/ official e-mail ID as his/ her Login ID and attach his/ her valid Digital signature certificate (DSC) to his/ her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal

registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (ii) Registration Certificate(RC)/ VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

15.1.2 Any third party/ company/ person under a service contract for operation of e-Procurement system in the State or his/ their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

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

15.3 DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/ her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice1Bid. The Officer Inviting the Bid 1 Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer lnviting The bid will be open for inspection by the bidders.

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

15.6 PAYMENT OF EMDIBID SECURITY AND COST OF BID DOCUNIENTS:

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/ Contract Data. The bidder shall scan all the written/ printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/ her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit 1 Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

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

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

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security1 Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. SUBMISSION OF BID:

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

16.2 Bidders are to submit only the original BOQ (in .XLs format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration1 deletion I modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In

case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

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

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

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

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

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

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

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

16.5.5The bidder should check the system generated confirmation statement on the status of the submission.

16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

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

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

16.5.9The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

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

17. SECURITY OF BID SUBMISSION:

17.1 All bid uploaded by the Bidder to the portal will be encrypted

17.2 The encrypted Bid can only be decrypted I opened by the authorized openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

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

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

18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

19.4 In ,the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

19.5 Combined bid security for more than one work is not acceptable.

19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.

19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS :

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

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

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

20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

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

20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

20.6.3The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.

20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.

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

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

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

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

22.3 If the L-I bidder does not turn up / or agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency I firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-I bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority1 blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2 The portal registration blocked in the ground mentioned in ,the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.

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

23.3.1 Fails to furnish original Technical 1 Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23 3.4 If any of the information furnished by the bidder is found to be false I fabricated / bogus.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

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

24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required &

shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs.10,000/- (Rupees ten thousand) only (nonrefundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell

24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advice the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee taking a decision in respect of blocking1 unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

1. These amendments shall take effect from the date of issue of the order.

2. This amendment is an addition to the existing provision and will be placed below Appendix- IX to OPWD Code, Vol.-ll.

3. Accordingly Office Memorandum No.1027 dt 24.01. 2009 stands modified.

4. This has been concurred in by the Finance Department vide their U.O.R. No.3-WF-I Dt.04.01.2013.