BID IDENTIFICATION NO- ITDAKJA-04/2026-27

GOVERNMENT OF ODISHA

DETAILED TENDER CALL NOTICE FOR THE WORK

Balance work for Approach road to EMRS, Jashipur under Jashipur Block.

Approximate Estimated Cost Put to Tender: **Rs . 70,10,531/-**

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No	Particulars	Whether furnished		Reference to Page no.
		Yes	No	
01.	Cost of tender paper **Rs.10,000.00 (Online -non refundable)**			
02.	**E.M.D Rs. 70,200/- (On line)**			
03.	Copy of valid Contractor Registration Certificate -			
04.	Copy of valid GSTIN			
05.	Copy of PAN Card			
06.	No Relationship / Relationship Certificate in **Schedule – A**			
7	Information regarding current litigation, debarring / expelling of the tendered or abandonment of the work by the tenderer **(Schedule-B)**			
8	Affidavit – **Schedule -C**			
9(a)	e-mail ID & Address			
10 (b)	Contact no.			

OFFICE OF THE PROJECT ADMINISTRATOR, ITDA, KARANJIA

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl No	Item	Details
1	Bid Identification No.	Bid Identification No - **ITDAKJA-04/2026-27**
2	Name of the Work	Balance work for Approach road to EMRS, Jashipur under Jashipur Block
3	Officer Inviting Tender	**Project Administrator, ITDA, Karanjia**
4	Project Administrator with Head Qrs.	**Karanjia**
5	**Estimated Cost**	**Rs. 70,10,531/-**

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	**4(Four) Calendar Months**
7	Last Date & time of submission of online Bid	**5.30 PM**
		Date: 19.11.2026
8	**Cost of Bid Document through Online**	**Rs.10,000/-**
9	**Bid Security through Online**	
	Amount **(Online)**	1% amount of Put to Tender
	Type of instrument	As specified in the bid document.
10	Bid validity period	**90 days**
11	Minimum period of contract / agreement / lease deed of equipment and machineries	**4 (Four) Calendar Months**
12	Currency of payment for Contract	**Indian Rupee**
13	Language of Contract	**English**

Procedure to participate in online bidding e-procurement

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

   a. To 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.

   b. 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 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.

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

   d. 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.

1.1 Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise, his/her bid shall be declared as non-responsive and thus liable for rejection.

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

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

1.4 For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on-line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

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

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

1.7 The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may 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 PA, ITDA as mentioned in the Contract Data will be open for inspection 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 for 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 eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8 Any addendum 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.

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

2. BID SECURITY & TENDER PAPER COST: The Bidder shall transfer the tender paper cost / Bid security amount (Online) as part of its bid through designated banks available in the portal following the procedure mentioned in **Works Deptt. O.M No.6785/W dt.09.05.2017 read with W.D Memo No.17254 / dt.05.12.2017**. Again the payment should be through a single banking transaction for multiple payment like Tender Paper Cost / Bid security. The bidder shall deposit the amount towards tender paper cost / Bid security (Online) during uploading the tender documents. The bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority (TIA), State Procurement Cell, NIC or the designated banks shall not be held responsible for such pendency or failure.

2.1 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 which is to be transferred online as part of its bid, as mentioned under DTCN through a process mentioned in Works Deptt. O.M No.6785/W dt.09.05.2017 read with W.D Memo No.17254 / dt.05.12.2017. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) along with bid security and Performance Security acceptable to the Officer Inviting the Bid in shape of designated financial instruments described in DTCN. 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 EMD / Bid security (Online paid) of L1 and L2 bidder will be refunded to the respective accounts after award of contract.

Procedure for payment of Tender Cost & Bid Security

a) The bidders have to log on to **the** Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now. submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options

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

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

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

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

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

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

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

3.2 The bidder shall log 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.

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

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

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

3.2.4 **SIGNING OF BID**

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

4. SECURITY OF BID SUBMISSION:

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

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

5. DEADLINE FOR SUBMISSION OF THE BIDS:

5.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time

of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

6. LATE BIDS :

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

7. MODIFICATION AND WITHDRAWAL OF BIDS:

7.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to 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 within the designated time of receipt, the bid already in the system shall be taken for evaluation.

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

8. OPENING OF THE BID:

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

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

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

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

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

8.4 Deleted.

8.5 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.

8.5.1 Deleted.

8.5.2 Deleted.

8.5.3 The bidder may be asked in writing to clarify to the documents in the Technical Bid, if necessary.

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

8.5.5 Immediately, (usually within 3 or 4 days), the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical

evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive. Accordingly, the Bank will remit the Earnest Money Deposit on submission / Cancellation of bids to respective bidders accounts through e-procurement system.

8.6 The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder /contractor.

8.7 Deleted.

8.7.1 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

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

8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

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

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

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

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

9. CLARIFICATION OF BIDS:

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

9.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L_1 first, followed by L_2, L_3 …) 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. After evaluation of financial bid, the EMD / Bid security of the successful and disqualified bidders except L_1 & L_2 will be refunded to the Accounts from where the money has been debited.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

10.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the 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. The online EMD / Bid security paid by L_1 & L_2 will be refunded to the Account from where the money has been debited after the AOC process completed in the portal.

10.2 The contractor after furnishing the required acceptable performance security and Additional Performance security, "Letter to proceed" or "Work Order" shall be issued by the Engineer-In – Charge with copy thereof to the procurement officer – publisher. The procurement officer -

publisher shall up load the summary and declare the process as complete.

10.3 If the L_1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / Firm where such as agency / Firm already happens to be or is going to be a partner / member / proprietor, he / they shall neither be allowed for participation in bidding for three years not his/their application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L_2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L_2 bidder negotiates at par with the rate quoted by the L_1 bidder, otherwise the tender will be cancelled

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

1. Sealed **Percentage Rate** bids are invited on **ONLINE** from only **"B" Class** contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the work **"Balance work for Approach road to EMRS, Jashipur under Jashipur Block."**

(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.

2. The Bid documents are available in the official website of Government : **www.tendersorissa.gov.in** from **10.00 AM of 30.10.2026 to 5.30 PM of 19.11.2026** and the Bid documents will be opened by the Project Administrator, ITDA, Karanjia **at 11.00 AM on 20.11.2026** in the presence of the bidders or their authorized representatives who wish to attend.

3. The bidder has to submit the Cost of Tender Paper as the amount specified for the work electronically as per Works Department Memo No. 17254, dt. 05.12.2017 & No. 5984/W, dt. 27.04.2021. Only those bidders, who have successfully, remit the cost of Tender Paper would be eligible to participate in the tender process.

4. DTCN signed, Affidavit of Authenticity of documents, GSTIN Registration Certificate, PAN Card, valid Contractors Registration Certificate & other documents as mentioned in the DTCN must be Scanned and uploaded in .pdf format in the web-site along with the bid.

5. (I) No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the state Government is allowed to work as a Contractor for a period of two years after his retirement from Government service without Government permission.

(II) "Additional performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft / Term Deposit Receipt as mentioned below Pledged in favour of the Project Administrator, ITDA, Karanjia within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder". The Additional Performance Security in any other from will not be accepted.

Additional Performance Security - In pursuance to the Govt. of Odisha Works Deptt. Office Memorandum No. 173 dt. 03.01.2026 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 only the successful bidder who has quoted less bed price/ rates than the estimated cost put to tender shall have furnish the APS in the rates as noted below.

Sl No.	Range of difference between the estimated cost put to tender and bid amount	Additional Performance Security to be deposited by the deposited by the successful bider.
1.	0% to 10% below project cost to bid	No Additional Performance Security
2.	From 10% to 20% below project cost to bid	0.1% for every 1% below the 10% (starting at 11% below).

3	From 20% or more below project cost to bid	1% (base) + 0.2% for every 1% below the 20%.

(III) 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 clarification form the Bidder , including detailed price analysis of its Bid price in relation to scope, schedule , resource mobilization , allocation of risks and responsibilities, any other requirement of the bid document. If, after evaluating the price analysis , 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 available to fix a normative percentage below the estimated cost, which automatically be considered as an abnormally low bid.

(IV) Other details can be seen in the bid documents and any conditions related to this tender will be followed as per the OPWD codal procedure.

(V) Any addendum / corrigendum / cancellation of above tender will be published in the web-site www.tendersorissa.gov.in and in the notice board.

6. The companies or individuals registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil works having legal competency and expertise in Civil works The tender papers shall bear signature of authorized person of the tenderer, the letter of authorization should accompany tender papers. The authorization should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil work to the Engineer-In- Charge.

7. The contractor will be drawn in P.W.D. **P-1** contract form and will constitute 1 part as follows. For Civil items of works, the contract shall be drawn & signed by **Project Administrator, ITDA, Karanjia** on behalf of the Governor of Odisha.

8. If an individual makes the application, the individual should sign above his full type written name and current correspondence address with contact No..

9. 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.

10. 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.

11. 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.

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

13. 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.

14. The work is to be completed in all respects within **04 (Four)** 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.

15. 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.

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

17. 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.

18. 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 labour.

19. 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.

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

21. **P1 Contract**

Percentage rate contract (Vide Works Department letter No. 8310, dt.17.05.2006) In case of Percentage rate tender :

i) The Contractor has to quote percentage excess or less over the estimated cost in the prescribed format appended to the tender document.

ii) a) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each.

b) The price preference in favour of SC/St & Physically handicapped tenderers shall be allowed on the basis of the existing rules in force and as amended from time to time. The concerned applicant / bidders shall have to claim the privileges and prove their eligibility with documents as desired by the accepting authority. Willing bidders have to furnish affidavit for availing exemption of EMD/ISD, to the effect that they have not been awarded more than two number of works with exemption of EMD/ISD.

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

iii) **Deleted**

iv) The bidder shall write his name in the space provided in the specified location I the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender. The rates quoted by the contractor shall be excluding GST. The GST as applicable for work contract shall be payable to contractor on each gross amount of the bill.

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

vi) 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.

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

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

22. The 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.

23. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department Letter No. VII (R&B) 5225, dt. 26.02.55 and No. II, M-56/61-28842 (5), dt. 27.09.61.

24. 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.

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 to protect 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.

25. 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.

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

27. 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.

28. 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 PA, ITDA or transfer be made by the power of attorney authorizing others to receive payment on contractors behalf.

29. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office 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.

30. **No Relation Certificate.**

The contractor shall furnish a declaration along with the tender to the effect that, he is not related to any officer in the rank of an Assistant Executive Engineer & any officer of the rank of Assistant/Under Secretary & above in the ST & SC Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations.

31. All items of work as per schedule of quantities of this tender should confirm to Odisha 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.

32. Shuttering & centering 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.

33. 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, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventuality such as loss of lives or properly due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.

34. 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.

35. 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.

36. 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.

37. 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.

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

39. The tenderer is to furnish an **affidavit** at the time of uploading the tender paper about the authenticity of tender documents.

40. **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. 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 Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.

41. 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.

42. 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.

43. 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.

44. 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.

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

46. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department. **Building and other construction workers Welfare Cess @ 1% will be deducted from the gross amount of contractor's bill**.

47. **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 PA, ITDA.

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

49. 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.

50. The Contractor will have to submit to the **Project Administrator, ITDA, Karanjia** monthly return of labour both skilled and unskilled employed by him on the work.

51. All fittings for doors and windows 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.

52. 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.

53. 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.

54. 10% price preference will be given to all class of contractors belonging to ST & SC Category as per resolution No. FFD(C)-16/77-47748, dt. 11.10.1977 of Works Department, Govt. of Odisha. However, 50% exemption of EMD, ISD and APS are allowed to SC & ST Contractors registered up to "B" Class Only. SC / ST Contractor needs to submit caste certificate along with the Bid Documents.

55. 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.

56. 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.

57. The bricks should be 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.

58. 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.

59. Standard coefficient 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.

60. Engineer Contractor desirous to avail the facility of exemption of EMD is required to submit an affidavit to the effect that he has not yet 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 whome the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected. Also he should submit the original engineering license at the time of opening of tender for recording of exemption of EMD with due verification of previous exemption, availed if any.

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

62. **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.

63. 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..

The terms & conditions stipulated are comprehensive, but not exhaustive. All other terms & conditions laid down in OPWD code Vol.-I & II and Govt. circular in force shall also be applied for selecting a tenderer for award of work and the decision of the Project Administrator, ITDA is final & binding.

Further, where there is any ambiguity in making any interpretation of meaning of any clause, decision of Project Administrator, ITDA, Karanjia is conclusive in this matter.

64. 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.

65. Schedule of quantities accompanied with bid document 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 alteration 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.

66. 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 PA, ITDA 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 PA, ITDA is final and binding on the contractor.

67. 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.

68. 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 P-1 agreement.

69. 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.

70. 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).

71. Odisha Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works & Transport Department Resolution No. 285, dt.

17.04.1974. The Odisha 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.

72. 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 PA, ITDA with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

73. **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.

74. Any defects, shrinkage or other faults which may be noticed within **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 **Twelve** months from the date of successful completion of the work.

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

76. **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.

77. 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 authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Project Administrator, ITDA and to be submitted to the Engineer-in charge every month.

78. 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 or ambiguity in delivery to the meaning of any clause, the decision of the officer inviting the bid will be binding on the bidder.

79. 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.

80. 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.

81. 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 summarily rejected. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.

82. 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.

83. Even if 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.

84. 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-incentivizing the tenderer.

85. 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

86. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

a. Online submission of **Bid Security Declaration Form & Paper Cost.**

b. Scanned copy of valid Registration Certificate, GSTIN, affidavit, declaration form, PAN card along with the tender documents and furnish the Original of above documents for verification to the office, at the time of agreement before **Project Administrator, ITDA, Karanjia .** Scanned copies of all documents are to be furnished with the bid.

NOTE: (Scanned copies of evidence of all documents to justify Eligibility under the above clauses are to be furnished with the On-line bid)

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

Clause - 2 (a) of P-1 Contract - TIME CONTROL - (Vide Works Department Office Memorandum No. 24716, dt. 24.12.05 and No. 8310, dt. 17.05.06)

2.1. Progress of work and Re-scheduling programme.

2.1.1. The Project Administrator, ITDA / 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 endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

i) Force majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

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

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

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

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

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

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

2.3. 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 Engineer-in-Charge (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. Management Meetings

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

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

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

88. 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.

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

As per said amendment a Contractor may be blacklisted

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

90. 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 up to two decimal points only. If he writes the percentage excess / less up to two or more decimal points, the first two 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. Further, no escalation of cost beyond the agreement value will be allowed.

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.

Total:- 90 (Ninety) Clauses only

APPROVED BY

Project Administrator
ITDA, Karanjia

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 (galvanized 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. Tar felt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

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

SCHEDULE - A

CERTIFICATE OF NO RELATIONSHIP

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

(*) - Strike out which is not applicable

Signature of the Tenderer
Date:-

SCHEDULE – B

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

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

Note:

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

Signature of Tenderer

SCHEDULE – C

AFFIDAVIT

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

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

(Note: The affidavit should be in the above format. Any change in language / structure is not acceptable & liable for rejection)

Total: -26(Twent Six) pages only
Approved

Project Administrator,
ITDA,Karanjia