

Bid Identification No. PANCHAYAT SAMITI PHIRINGIA- 01/2026-27

**GOVERNMENT OF ODISHA
PR & DW DEPARTMENT**



TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE

**NAME OF WORK AND ESTIMATED COST
AS PER TENDER CALL NOTICE**

**OFFICE OF THE PANCHAYAT SAMITI PHIRINGIA.
DIST: KANDHAMAL**

INVITATIONS FOR BIDS (IFB)

Tender Call Notice (TCN) No. 888 // Dated 13.04.2026 //

Bid Identification No: PANCHAYAT SAMITI PHIRINGIA- 01 of 2026-27

The Panchayat Samiti Office, Phiringia on behalf of Govt. of Odisha invites percentage rate of bids to be received in Offline mode only for the construction of **01** nos. building works. The bidders have to participate in "Offline" bidding as detailed in the table below from respective class of contractors registered with the State Govt. mentioned in Table Col.6 and contractor of equivalent grade / Class registered with Central Government / MES/ Railways having registration for Civil duly registered on production of definite proof from the appropriate authority. The Bid documents will also be available in the district website <http://Kandhamal.odisha.gov.in> from **15.04.2026, 11.00 AM to 29.04.2026, 5 PM** and Opening of Bid document **30.04.2026 at 11 A.M.** The sale of the Bid document shall start from **Dt. 15.04.2026 at 11.00 AM** and close on **Dt. 29.04.2025 at 02.00 P.M.** during office hours in the office of the undersigned. The Bids shall be received through Registered Post / Speed Post / Can be dropped in the TENDER BOX available at Block office on or before **Dt. 29.04.2026 at 5 P.M.**

Sl. No	Name of the work	Approx. Estimated Cost (In Rs.)	Cost of BID Documents (In Rs.)	EMD (In Rs.)	Class of Contract or	Time of completion
1	2	3	4	5	6	7
1	Construction of LAC Building, At- Pahiraju, Phiringia Block	Rs. 15,74,000/-	6,000/	15,740/-	"C" & "D"	06 months

Amy
13-04-26
Block Development Officer,
Panchayat Samiti Phiringia

Memo No. 889 //Date. 13.04.2026 //

Copy submitted to the D.E.G.M, Kandhamal with a request to display the Tender call Notice and Tender the Web-site from **15.04.2026, 11.00 am to 29.04.2026, 5 P.M** / Copy submitted to the DI & PRO, Kandhamal, Phulbani / Copy to Local Representative of newspaper "**The Dharitri Editor**" with a request to document in get it published in shortest space possible limited to **10,000/- (Ten Thousand)** only at an early date for wide circulation of Tender Call Notice. Complimentary copy of News Papers containing Tender Call Notice may be send to this office for reference record. Copy to Notice Board of Block office for wide publication.

Amy
13-04-26
Block Development Officer
Panchayat Samiti, Phiringia

Memo No. 890 //Date. 13.04.2026 //

Copy submitted to the Collector, Kandhamal, Phulbani / CDO-Cum-EO, ZP, ,Kandhamal / Sub-Collector, Phulbani / Balliguda / PA ITDA, Phulbani / Balliguda / All BDO / All Tahsildar / All CDPO Phiringia for kind information and necessary action.

Amy
13-04-26
Block Development Officer
Panchayat Samiti, Phiringia

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper (Offline) As per Col.4 of TCN. 182 of 2025-26	D.T.C.N Clause No.04			
02.	E.M.D (Offline) As per Col 5 of TCN 182 of 2025-26	D.T.C.N Clause No.06			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender	D.T.C.N Clause No.27 (iii)			
04.	Copy of valid Registration Certificate	D.T.C.N Clause No.07			
05.	Copy of GST Registration Certificate and GSTIN	D.T.C.N Clause No.07			
06.	Copy of PAN Card	D.T.C.N Clause No.07			
07.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.12			
08.	PR & DW Experience (Mandatory)	D.T.C.N Clause No.13 & 121			
	(A) List of projects executed that are similar in nature to the work (Schedule-D1)				
	(B) PR & DW in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)				
09.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.11			
(A)					
(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.11			
10.	Bid Capacity				
(A)	Total value of Civil Engineering construction work performed in the last five year with certificate from chartered Accountant. (year wise information required)	D.T.C.N Clause No.121			
(B)	Existing commitments and on going PR & DW in Scheduled-H supported with certificate of employer / Assistant Executive Engineer / PANCHAYAT SAMITI PHIRINGIA				
(C)	Memorandum of Understanding with Electrical Contractor for execution of composite work (Schedule-H)	D.T.C.N Clause No.12			
11.	Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 80% marks to be obtained). (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed incase of 2 nd purchase / required lease deed with owner ship documents of the leaser duly attested.) In case of centering & shuttering materials certificate of the Assistant Executive Engineer of PR Department/ PANCHAYAT SAMITI PHIRINGIA of Govt. Department within 90 days of last date of receipt of tender is allowed.	D.T.C.N Clause No.10			
(A)					
List of plants and equipments		Requirement			
(i)	Water Tanker	1			
(ii)	Truck/Tripper/Tractor	2			
(iii)	Concrete Mixer Machine	1			
(iv)	Needle and Plate Vibrators	1 each			
(v)	Generator 33 KVA	1			
(vi)	Centering & Shuttering materials	More than 200 sqm			
(B)	Certificate by the Assistant Executive Engineer / PANCHAYAT SAMITI PHIRINGIA under whom the machineries/equipments are deployed as per Annexure-III of Schedule-C	D.T.C.N Clause No.10			
(C)	Time Schedule for movement of equipments / machineries available with the tenderer from one site to work site as per Annexure-IV of Schedule-C	D.T.C.N Clause No.10			

CONTRACT DATA

A. GENERAL INFORMATIONS

		Details
SI No	Particulars	
1	Bid Identification No.	Bid Identification No PANCHAYAT SAMITI PHIRINGIA PLB 01 of 2026-27
2	Officer inviting tender	BDO, Phiringia District – Kandhamal.
5	Accepting Authority	BDO, Phiringia District – Kandhamal.

B. BID INFORMATION

6	Name of the Work (Clause No.1 of DTCN)	As per Tender Call Notice No.888/13.04.2026 of 01/2026-27
7	Estimated Cost (Clause No.1 of DTCN)	As per Col.3 of TCN 01 of 2025-26
8	Class of Contractor (Clause No.1 of DTCN)	Contractor As per Col. 6 of the TCN (Joint Venture firms are not eligible)
9	Time period of availability of bid documents in the website (Clause No.2 of DTCN).	From 11.00 AM of 15.04.2026 to 5.00 PM of 29.04.2026.
10	Last Date & time of submission of Bid (Clause No. 2 of DTCN.)	Time: 5.00 PM Date: 29.04.2026
	Opening of Bid document (Clause No. 3 of DTCN.)	Time: 11.00 AM Date: 30.04.2026
11	Cost of Bid Document (Clause No. 4 of DTCN.)	As per Col.06 of TN
	i Amount to be remitted (Offline)	
	ii in favour of	BDO, Phiringia
	iii payable at	Phulbani
12	Bid Security (Clause No. 6 of DTCN.)	
	i Duly filled in and signed Bid Security Declaration Form in the prescribed format as per clause-20 of the DTCN is to be submitted by the bidder in Cover-I along with all other documents as mentioned in clause-5 of the DTCN.	The procedure of bid submission using electronic payment of Tender Paper Cost and EMD by the bidder may be referred in PR Deptt. O.M. No. 17254, Dt. 05.12.2017 & PR Deptt. O.M No.-4710/W Dt.12.04.2022 which have been added to the DTCN. Tenderers desiring to hire machineries or equipment's from outside the state has to furnish 2% of the amount put to tender as bid security.
	ii Pledged in favour of	BDO, Phiringia
	iii payable at	Phulbani
	iv Type of instrument	As specified in the Bid document
13	Additional Performance Security Deposit as per Clause No.27 of DTCN.	
	i Amount	As per the O.M. No. O.M. No. 0776460022025_173/W Dated: 03.01.2026 of PR Dept. Govt. of Odisha
	ii Pledged in favour of	BDO, Phiringia
	iii payable at	Phulbani.
	iv Type of instrument	As specified in the Bid document/ Tender Call notice
14	Intended completion period/Time period assigned for Completion as per clause 8 of DTCN	As per Col.7 of TCN
15	Bid validity period (Clause No. 9 of DTCN.)	90 (Ninety) days
16	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 10 (v) of DTCN.	12 (twelve) Calendar Months
17	Currency of Contract	Indian Rupees
18	Language of Contract	English
19	Clause No. 121 of DTCN qualifying criteria	
	i) Clause No.121.2 Base year.	2025-26
	ii) Clause No.121.3 (a) The minimum annual financial turn over amount	
	iii) Clause No.121.3 (b) & (c) Similar nature of work	

OFFICE OF THE PANCHAYAT SAMITI PHIRINGIA

DETAILED TENDER CALL NOTICE (BUILDING PR)

1. Sealed **percentage rate** bids are invited on **Offline in Double cover system** from **required class of contractors** as per **Contract Data** registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil PR 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 as per **Contract Data** at an estimated cost as per **Contract Data**. The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word "Item rate" shall be replaced by "Percentage rate" and the contract will be named as **P-1**. Contractors not registered with Government of Odisha, should be registered under Odisha Government with required Class of Contractor **as per Contract Data before award of contract**.
- 1.1 The procedure to participate in OFFLINE bidding process-e-Procurement is attached at **Appendix-I** of the DTCN.
- 1.2 **Joint Venture firms are not eligible to participate.**
2. The Bid documents are available from official website of Government: <http://tendersodisha.gov.in> within the time period as per **Contract Data**. **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 **BDO, Phiringia** at the **time & date as per Contract Data** in the presence of the bidders or their authorized representatives who wish to attend.
4. The cost of Bid documents is to be remitted Offline for Bid cost towards cost of each bid respectively.
5. The bid is to be submitted in two covers.
6. **Cover-I** is to contain scanned copy of Contractor Registration Certificate, GST Registration Certificate, Duly filled in and signed in prescribed format as per Clause 20, GSTIN, PAN, Profit Loss statement, M.O.U. (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid H.T. / L.T. license, List of similar nature of PR, work in hand, list of machineries, affidavit, and all other documents required as per the relevant clauses of this DTCN. The contractor belonging to outside state of Odisha and not started business should submit an undertaking in the form of an Affidavit indicating therein that they are not registered under Odisha GSTIN as they have not started any business in the state and they have no liability under the Act. But before award of final contract, such bidders will have to produce the Odisha GSTIN.
Cover-II is to contain the price bid duly filled in and signed by the bidder.
7. The procedure of bid submission using electronic payment of Tender Paper Cost and EMD by the bidder may be referred in PR Deptt. O.M. No. 17254, Dt. 05.12.2017 & PR Deptt. O.M No.- 4710/W Dt.12.04.2022 which have been added to the DTCN. Tenderers desiring to hire machineries or equipment's from outside the state has to furnish 2% of the amount put to tender as bid security
8. The lowest preferred bidder is required to produce documents viz original Registration, GST Registration Certificate, GSTIN, 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 nonresponsive and thus liable for rejection.
9. The work is to be completed in all respects within the **time period** as specified in the **Contract Data**. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
10. All **bids** received will remain **valid** for a period as specified in the **Contract Data** after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
11. (i) The Contractors are required to furnish evidence of ownership of principal machineries/equipments in **Schedule-C** as per **Annexure-I** for which contractor shall have to secure minimum 80% of marks failing which the tender shall be liable for rejection.
(ii) In case the contractor executing several PR he is required to furnish a time schedule for movement of equipment/machinery from one site to work site of the tendered work in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged and produce certificate from the Assistant Executive Engineer /PANCHAYAT SAMITI PHIRINGIA as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Assistant Executive Engineer / PANCHAYAT SAMITI PHIRINGIA of Government of Odisha or Engineer-in-Charge of the project (in case of non-Government projects) under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender.
(iv) 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. 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.
(v) 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 **as mentioned in contract data** from the last date of receipt of Bid documents.
12. The civil contractor in order to take part in the composite tender should enter into an M.O.U. (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid H.T. / L.T.

License; for execution of electrical installation and other electrical PR and a copy of such M.O.U. should be attached with the tender as per the proforma at Schedule- J which shall form a part of tender. A copy of electrical license should also be enclosed with the tender papers, the original of which need to be furnished during verification. The above M.O.U. is not required in case of the civil contractor having valid registration in H.T. / L.T. electrical license with the same name & style.

13. (i) The contract will be drawn in P.W.D. P-1 contract form and will constitute 3 parts as follows.
 a. Part – I : For Civil items of PR
 b. Part – II : For Electrical items of PR
 c. Part – III : For PH items of PR
14. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an affidavit at the time of submission of bid about the authentication of bid documents. An affidavit to this effect is to be furnished in **Schedule-F. Non furnishing** of the scanned copy of information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected**.
15. **No Relation certificate.**
 The contractor shall furnish a certificate along with the tender 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 PR 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 to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.
16. Each bidder is to submit along with the bid a note regarding his experience on completion of similar nature of work satisfactorily completed in Schedule-D1 & list of similar nature of PR in progress having completed more than 90% value of contract in Schedule – D2. The bidder should qualify the Criteria of Similar nature of work as mentioned in Contract Data failing which the bid is liable for rejection. For similar nature of work refer Clause No.121.3
17. If an individual makes the application, the individual should sign above his full type written name and current address & e-mail address in a forwarding letter.
1. 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 & e-mail address in a forwarding letter.
2. 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.
3. 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.
4. 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.
5. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted Offline in English.
23. **Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers**
24. **JOINT VENTURE – (DELETED)**
25. **Percentage rate contract (vide PR 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 Price Bid appended to the tender document. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.
 - ii. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more PR 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.
 - iii. The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the two decimal point shall only be considered without rounding off. (as per **PR Department Office Memorandum No.7885 dt.23.07.2013**).
 - iv. In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - v. The quantity mentioned can be increased or reduced to the extent of 10% for Individual Items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - vi. The period of completion is fixed and 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.

26. As per system requirement for OFFLINE bidding, the bidder should follow the instructions as described below:
 Bidder are advised to submit only one Financial Bid (Cover-II) i.e. the original BOQ uploaded by publisher after entering the relevant fields without any alternation/ deletion / modification. Multiple BOQ submission shall lead to cancellation of Bid.
27. GST as applicable on PR contract shall be paid over the bill amount at the time of payment of bill.
28. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the bidders can not be entertained.
29. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
30. (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
 (ii) **Amendment to Para 3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution (PR Department Office memorandum No.12366 dt.08.11.2013)**
 For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.
31. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.
32. 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.
33. Amendment to Codal & Contractual provisions at Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion of incremental Additional performance security (APS) system vide O.M. No. 07764600022025_173/W Dated: 03.01.2026 of PR Dept. Govt. of Odisha. The Additional performance security (APS) shall be taken on an incremental basis from the selected bidder for low bid prices in the project PR 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.
11. 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.

Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount prescribed as per the O.M. No. 07764600022025_173/W Dated: 03.01.2026 of PR Dept. Govt. of Odisha, as Additional Performance Security (APS) in shape of Demand Draft/ Term Deposit Receipt of PR Dept. Govt. of Odisha, within seven days, otherwise the bid shall be cancelled and the security pledged in favour of the Divisional Officer shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder.

- (iv) If the Contractor fails to complete the work, the amount so furnished as **Additional Performance Security (APS)** will be forfeited in addition to the other penal clauses, if any, to be imposed.
- 34 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.
- 35 The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
- 36 i) Schedule of quantities are 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.
- i) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.
- ii) If any bonafide mistake is pointed out as regards the rate of analysis or specification there of in uploaded BOQ, in the post drawal stage of the Agreement, the same can be corrected in pursuance to Rule – 33 Appendix – IX of OPWD Code Vol.-II and payment if any made or that account shall be recovered from the subsequent Running Account Bill or any other dues arising out of in the said contract.
- 37 The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
- 38 The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code. Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the **"Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids"**
- 39 i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the PR by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
- ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per Clause 27 of DTCN in form of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the **BDO, Phiringia payable at** the place as specified in the **Contract Data** 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 out side the State if any) and sign the agreement in the **PWD Form P-1** for the fulfillment of the contract in the office of the **BDO, Phiringia and payable at** the place as specified in the **Contract Data** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
- iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
- a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form **P-1** with latest amendments.
- iv) 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 deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after **Three years** of completion of the work and payment of the final bill and will not carry any interest.
- v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.
- vi) **Amendment to Para 3.5.18 Note – viii of OPWD Code Vol.-I (PR Department Office memorandum No.12366 dt.08.11.2013)**
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

- 40 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.
- 41 The contractor should be liable to fully indemnify the department for payment of compensation under workman
Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of
compensation paid will be recovered from the contractor.
- 42 Bidders are required to abide by the fair wages clause as introduced by Government of Odisha, PR Department Letter No.-
VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
- 43 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 **BDO, Phiringia** 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 **BDO, Phiringia** is final
and binding on the contractor.
- 44 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 and other charges of materials, including all taxes as applicable, ferry, tolls conveyance charge and other
cost on account of land and building including temporary building and temporary electric connection to work site as well as
construction of service road and diversion road and its maintenance till completion of work as required by the bidders for
Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt.
for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the
satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour.
 - d. Fees and duties levied by the municipal, canal or water supply authorities.
 - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at PR and approaches in order to
protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also
become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
- 45 After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats,
mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this
should be inclusive of the rate.
- 46 No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The
percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of PR.
- 47 It should be understood clearly that no claim what-so-ever will be entertained to extra items of PR, extra quantity of any
item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the
extra items of work or extra quantity of any items of work is taken up.
- 48 The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work
Housing and Supply in their standing order No-44150 dtd.25.11.57.
- 49 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 Engineer-
in-Chief (Civil) during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of bid
documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that
the bids must be received in order and according to the instructions.
- 50 Bidders are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clause mentioned herein
before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the
condition of **D.T.C.N.**
- 51 All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest
design criteria for prestressed concrete bridges specifically for road and bridges issued by MoSRT&H, Govt. of India.
MoSRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality
assurance, specification and measurement for all items of Road & Bridge PR.
- 52 Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
53 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.
- 54 Concrete should be machine mixed unless otherwise ordered in writing by the **BDO, Phiringia**. The contractor should
arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
- 55 Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
- 56 (i) The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and
specification at his own cost for completion of the work with the time schedule. No extension of time will be granted
on the application of the bidder due to delay in procurement of materials.
- (ii) All Reinforcement Steel and structural Steel shall be procured and used as per specifications mentioned in BIS's
document – IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure
that the materials procured conform to the specifications.

These Steel shall be procured only from those firms, which are established, reliable, Indigenous and primary producers of Steel, having Integrated Steel Plants (ISP), using iron ore as the basic raw material as per Ministry of Steel's guideline.

No re-rolled Steel shall be permitted in PR. All other specifications and guideline of MORTH shall be complied.

All reinforcement Steel and structural Steel shall be procured from primary producers of Steel :- SAIL/RINL/ TATA/ JINDAL STEEL / SHYAM STEEL.

In case of exigency, other brands (primary producers) of steel may be used with proper justification and prior approval of competent authority satisfying the tests as required by BIS's code.

(iii) The Cement of the companies having their own manufacturing units in the State of Odisha is to be used in all PR.

57 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.

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

59 The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.

60 **DELETED (As Department will not supply any materials)**

61 All the materials which are to be supplied from P. W. D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After issue from the P. W. D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.

62 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.

63 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.

64 The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.

65 After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing as directed by the Engineer-in-Charge and bear the entire cost of the test.

66 No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.

67 The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.

68 The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.

69 Tor Steel mesh reinforcement shall be provided in the concrete of the roof slab and beams immediately in contact with the bearing to ensure proper distributions of heavy load.

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

71 a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.

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 Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation of building code.

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 Allipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.

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

72 The thickness of cement concrete in roof slab and beams should be as per Departmental drawing.

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

- 74 No claim for carriage of water what-so-ever will be entertained as this has been Included in the estimates and the bidder will quote his/ their rate accordingly.
- 75 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/-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.
- 76 Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Odisha. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide PR Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-**
- 77 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.
- 78 **Amendment of existing Clauses :-** By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the 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, octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in -Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. The rates quoted by the Contractor shall be excluding GST. GST as applicable for PR contract shall be payable to Contractor on bill amount.
- 79 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.
- 80 Prevailing rate of GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.
- 81 The contractor is required to pay royalty to Government towards use of minor minerals as mentioned below and produce such documents in support of their payment to the concerned **BDO, Phiringia** with their bills, failing 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 Government Revenue.
The **royalty** will be recovered from the work bill of the contractor at the rates as per **OMMC Rules 2016** which has come into force w.e.f 15.12.2016 as per the **Odisha Gazette No.2280 dt.15.12.2016** which is communicated vide PR Department letter **No.918 dt.16.01.2017**. Any revision in rates of royalty during execution of work, the such revised royalty shall be recovered from contractors bill.
- 82 CESS @ 1(one) % of the amount of each bill shall be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
- 83 Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
- 84 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.
- 85 **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 **BDO, Phiringia**.
- 86 **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.
- 87 Any defects or other faults which may be noticed within **36 (thirty six) 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 PR. The defect liability period for the work is **36 (thirty six) calendar months** from the date of successful completion of the work.
- 88 From the commencement of the PR 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 Injures, 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.

89 **Price variation / escalation clause due to increase or decrease in Rate of minimum wages, principal materials, POL & other materials : (Based on amendment of codal / contractual provisions regarding price variation / escalation clause vide Office Memorandum No-12606 /W dt.24.12.2012 of PR Department, Government of Odisha).**

Contract Clause No. 31

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 vide PR Department Office Memorandum No-12606 /W dt.24.12.2012 given below:-

90. **.(a)(i): REIMBURSEMENT/RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L.).**

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 PR 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 the 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 materials other than cement, steel, bitumen, pipes and POL procured by the contractor shall be paid in accordance with the following formula:

- $V_m = 0.85XP_m/100RX (M_1 - M_0)/M_0$
 $V_m =$ Increase of decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.
 $R =$ Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/derived rates.
 $M_0 =$ The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and commerce, New Delhi).
 $M_1 =$ The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. 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 material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause-31 (d) below.

91. **(a)(ii): REIMBURSEMENT/RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL METATERIALS (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 for 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 PR 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 PR 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 **BDO, Phiringla** with prior approval of tender accepting authority subject to following conditions:

- 1) Contractor 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 PR 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 **BDO, Phiringia** from the contractor immediately.
The increase/decrease in prices of cement, steel, bitumen and pipes for reimbursement/recovery shall be determined as follow.

a) Adjustment towards differential cost of cement

$V_c = (C_1 - C_0) / C_0 \times$ Actual quantity of cement utilized in the work during the quarter under consideration \times 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.

$C_1 =$ All India Wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi.

$C_0 =$ All India Wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of Steel

$V_s = (S_1 - S_0) \times$ 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.

$S_1 =$ Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

$S_0 =$ 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.

$V_b = (B_1 - B_0) \times$ Actual quantity of Bitumen utilized in the work during the quarter under consideration.

$V_b =$ Different cost bitumen i.e. amount of increase or decrease in rupees to be paid or recovered

$B_1 =$ Average cost of bitumen prevailed during the period under consideration as fixed by IOCL/BPCL/HPCL.

$B_0 =$ Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) Adjustment towards differential cost of Pipes.

$V_p = 0.85 \times P_p / 100 \times R \times (P_1 - P_0) / P_0$

$V_p =$ 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 or derived rate.

$P_1 =$ All India wholesale price index for the period under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and commerce, New Delhi, for the type of pipe under consideration.

$P_0 =$ All India wholesale price index (as published by Economic Advisor, Govt. 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.

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

If 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 PR 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 PR executed during 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 labourer, 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:

$$V_l = 0.85 \times P_l / 100 \times R \times (L_1 - L_0) / L_0$$

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 rate/derived rates.

L_o = The minimum wages for labour as notified by State Government, as prevailing 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 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).

93. (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 increases or decreases as a result of the price fixed thereof by the Government of India and the contractor thereupon necessarily and properly pays such uncredited 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 POL on the value of PR executed during the extended period.

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

$$V_f = 0.85X P_i/100XR X (F_i - F_o) / F_o$$

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

P_i = Percentage of P.O.L. component of the work, as indicated in clause-31 (d) below.

R = Value of work done during the quarter under 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 and Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Advisor, Govt. 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 whole sale price index for Fuel, Oil and Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

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

Percentage Table

Sl No.	Category of PR	% Component (Cost wise)			
		Labour (P_i)	POL (P_f)	Steel + Cement + Bitumen+ other Materials*	
1	R&B PR (% of component)	Road PR	5	5	90
		Bridge PR	25	5	70
		Building PR	25	-	75
2	Irrigation PR (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. Work	Structural work	25	5	70
		Pipeline Work	5	-	Pipe-70% *other material-25%
		Sewer line	10	-	Pipe-70% *other material-20%

*Note:- Further break up may be worked out considering the consumption of cement, steel, bitumen and pipe in the concerned PR for the period under Consideration.

(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 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.

- 96 For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. PR and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. PR are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
- 97 The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
- 98 Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer-in-charge / **BDO, Phiringia** and to be submitted to the Engineer-in-charge every month.
- 99 The bidder should conduct trial bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
- 100 The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
- 101 The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 10 of the **P-1** Contract.
- 102 Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, Bridge code and MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
- 103 No part of the contract shall be sublet without written permission of the concerned **BDO, Phiringia** or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
- 104 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.
- 105 Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
- 106 The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
- 107 The concrete items wherever dewatering is Imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
- 108 The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
- 109 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 PR are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or the competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summararily rejected. The claim books are 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.

110 Number of tests as specified in I.R.C./MoSRT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural PR 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.

- 111 i) Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
 ii) 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.
 iii) After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

112. **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. PR and if these can be spared without inconvenience to the Department. The Sanction of the **BDO, Phiringia** 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 dispatch of tools and plants and machineries from PRhop 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 is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized 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 **BDO, Phiringia** 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-in-charge, 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 PR Department. The decision of the **BDO, Phiringia** 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 dally PR 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 authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, 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 (here-in-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 Odisha (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 Odisha 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 PRhop **at headquarters of concerned BDO, Phiringia as per Contract Data.**
- (b) 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 PR Department. & PRhop / store **at headquarters of concerned BDO, Phiringia as per Contract Data** 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 **BDO, Phiringia** 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 authorized 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.

Signed by:

1.

Signed sealed and delivered In the presence of

1.

2.

113. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
114. 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.
115. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
116. 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 disincentivising the tenderer.

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

- 2.1. Progress of work and Re-scheduling programme.
- 2.1.1. The BDO, Phiringia / 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. As per amendment to Para-3.5.18 Note-VIII of O.P.W.D. Code Volume-I, (Vide PR Department O.M. No. 12366 dtd.08.11.2013) before acceptance of the tender. The successful bidder will be required to submit a work programme and Milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on part of the agency to achieve the Milestone Liquidated damages will be imposed.
- 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 of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 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 progress of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the PR 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 over due 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 PR as specified in the Contract data shall be the essence of the Contract. The execution of the PR 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 Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the PR. 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 PR.
- 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 BDO, Phiringia (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 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.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5 of P-1 Contract, 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. Bonus for early completion ((PR Department Office memorandum No.5288 dt.04.05.2016).

2.4.1. Amendment to Para 3.5.5 (v) Note – iii of OPWD Code Vol.-I by modification.

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned 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 days of such completion by the concerned Project Administrator, Collector & the Administrative Department.

The incentive for timely completion should be on a graduated scale of one percent to 5 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

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

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

2.4.2. Addendum to Note – I to Para 3.5.5 of OPWD Code Vol.-I (PR Department Order No.8310 dt.17.05.2006)

Incentive should be paid in respect of individual projects for new construction / substantial additional or improvement PR, the minimum value of which is mentioned below

Name of the work	Minimum value
1. Building work/ PH work	Rs. 40.00 lakh
2. Road work	Rs. 300.00 lakh
3. Irrigation work	Rs.1000.00 lakh

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule. (Incentive need not be included in the estimate. Specific Budget Provision may be made under State Plan out of which the Incentive shall be met)

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 a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

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.

118. Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of PR Department, Odisha):-

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the **BDO, Phiringia** shall be conclusive evidence), 20% of the value of left over work will be realised from the contractor as penalty.

119.1 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 PR 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.
- g. Non submission of Additional Performance Security (APS) within stipulated period as specified in Clause 27 (iii) as per PR Department Office Memorandum No.14402 dtd.06.10.2017.

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

121. Qualification Criteria :

121.1 Qualification will be based on Applicant's meeting all the following minimum pass / fail criteria regarding the Applicant's general and particular experience, personal and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application. Subcontractors' experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria.

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraph 121.3 below.

121.2 Base Year and Escalation

The base year shall be taken **as indicated in Contract Data.**

Following enhancement factors will be used for the costs of PR executed and the financial figures to a common base value for PR completed in India.

Year before	Multiplying factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

(Applicant should indicate actual figures of costs and amounts for the work executed by them without accounting for the above mentioned factors)

In case the financial figures and value of completed PR are in foreign currency the above enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

Total value of Civil Engineering construction work performed In the **last five years** are to be furnished for which **certificate from Chartered Accountant is to be furnished.**

2013-2014 -----
 2014-2015 -----
 2015-2016 -----
 2016-2017 -----
 2017-2018 -----

122. General Experience

The applicant shall meet the following minimum criteria :

- a) Minimum annual turnover (defined as billing for PR in progress and completed in all classes of Civil Engineering Construction PR only) during the last five years shall not be less than 40 per cent of the value of contract applied for as mentioned in **Contract Data**.

The PR shall have been executed by the Applicant as prime contractor. As a prime contractor, he should have completed at least one work of similar nature as per the proposed contract. For this purpose, a project shall be considered to be completed, if more than **90%** of the value of contract work has been completed. For these a certificate from the employer shall be submitted along with the application incorporating clearly the name of the work, contract Value, billing amount, date of commencement of PR, satisfactory performance of the Contractor and any other relevant information.

- b) Completed in any year, **in the last five years of the base year as per Para 121.2 above, at least one work of similar nature as indicated in Contract Data**. To arrive at this criteria, experience certificates issued by principal employer as per Para 121.3. (a) during last five years will be considered for evaluation.
- c) For evaluation on experience as required at 121.3 (b) above, the bidder must have **experience as a prime contractor in a similar nature of work** for which the information should be furnished as per requirement of Clause 13 above & in the forms in Schedule – D1 for completed PR and in Schedule D2 for ongoing PR completed more than 90% value of work supported with experience certificate not below the rank of **BDO, Phiringia /Assistant Executive Engineer**.

123 Equipment capabilities: Fulfilling requirement of Clause 10 above

124 Litigated History.

The applicant should provide accurate information on any litigation or arbitration resulting from contracts completed and execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant. Information in this regard should be furnished as per requirement of Clause 11 above.

125 PERSONNEL CAPABILITIES :- DELETED

126 Bid Capacity

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the PR. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity= $(A*N*2-B)$, where

A= Maximum value of PR executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10 per cent per year (escalation factor) which will take into account the completed as well as PR in progress,

B= Value of current price level of the existing commitments and ongoing PR to be completed during the next years (Period of completion of PR for which bids are invited); and

N= Number of years prescribed for completion of the PR for which the bids are invited.

(for work completion period less than one year the value of N may be taken as one year for calculation Bid Capacity only)

Note – I : In case of a joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the PR.

Note – II : The statement showing the value of existing commitments and ongoing PR as well as the stipulated period of completion remaining for each of the PR listed should be countersigned by the Engineer-in-Charge not below the rank of an **BDO, Phiringia / Assistant Executive Engineer**.

Note-III:-The information on Bid Capacity for all type of ongoing contracts as on the date of this bid is to be furnished as per the format in **Schedule–H**. The bidder shall also furnish information on PR for which letter of acceptance has been communicated by employer but contract not executed as on date of this bid for calculation of bid capacity. **Submission of information in Schedule – H is mandatory failing which the bid is liable for rejection.**

127 Disqualification

Even through the Applicants meet the above criteria, they are subject to be disqualified if they have :

- i. Made misleading or false representation in the form, statements, submitted; and / or
- ii. Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Contractor; consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non performance, such as Most Experienced Partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the Contractor will, however, not affect the qualification of the individual partners.

128. The Bidder must fulfill the eligibility criteria & qualifying criteria in order to qualify for the bid :

A. ELIGIBILITY CRITERIA: - To be eligible for evaluation of qualifying criteria, applicants shall furnish the followings.

- a. Required **E.M.D (Bid Security)** as per the **clause No. 06** and **Cost of Bid document as per Clause No.04**.
- b. Scanned Copy of valid Contractor's Registration Certificate, GST Registration certificate, GSTIN, PAN card along with the tender documents as per **Clause No.07**.

- c. Information regarding (i) Evidence of ownership of principal machineries / equipments in Schedule-C as per Annexure-I of Schedule-C (ii) Annexure-III of Schedule-C & (iii) Annexure-IV of Schedule-C if required as per Clause No.10. scanned copy of all documents are to be furnished with the bid.
- d. Information in scanned copy 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 in schedule "F" as per clause 11.
- e. Information regarding experience in similar nature of PR in Schedule D-1 & progress of Civil Engineering PR in Schedule - D2 as per Clause No.13 with scanned copy of experience certificate.
- f. Submission of undertaking by the applicant in Schedule-I

B) QUALIFYING CRITERIA: As per Clause - 121 of DTCN.

Total: - 128 (One hundred twenty eight) clauses only.

APPENDIX – I

Procedure to participate in ON line 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 using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She 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)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the Offline bidding process. Contractor not regisertered with Government of Odisha, can participate In the e-procurement after necessary enrolement in the portal but have to subsequently register themselves with the appropriate registering authority of the Sate Government before award of the work as per prevalent registration norms of the State.
 - 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 <https://tendersodisha.gov.in> will appear In the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move

- to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download 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. 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.
- 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. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
 - 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 upload 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 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. The **Bid Security Declaration** in prescribed format should be submitted by the bidder in cover-along with other documents as per Clause-20 of DTCN.
 - 1.6. The bidder may ask question related to tender Offline in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7 The details of drawings and documents pertaining to the PR available with the officer inviting the Bid as well as in the office of the Project Administrator and Engineer in-charge as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
 - 1.8 Any addendum/corrigendum/cancellation of tender shall be published in the website, notice board and through paper publication and such notice shall form part of the bidding documents.
 - 1.8.1 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 check the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.
- All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload 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 downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

- 2 **PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in Offline mode. Non-submission of bid security within 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.
- 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.
- 2.2 Deleted.
- 2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 2.4 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.
- 2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "*Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids*".
- 3 **FORMAT AND SIGNING OF BID:** (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.
- 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.
- 3.7 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
- 3.8 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.
- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 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.

SUBMISSION OF BIDS:-

- 3.9 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of PR, 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.
- 3.10 Bidders are to submit only the original BOQ (In .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of Items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 3.11 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. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ)

published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

- 3.12 The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 3.13 Bids cannot be submitted after due date and time. The bids once submitted can not 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.
- 3.14 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 3.15 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 3.16 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 3.17 The bidder should check the system generated confirmation statement on the status of the submission.
- 3.18 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 3.19 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.20 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 3.21 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 3.22 The 'Offline bidder' shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4 SECURITY OF BID SUBMISSION:

- 4.7 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.
- 4.8 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 :

- 5.7 The Offline 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.

RESUBMISSION AND WITHDRAWAL OF BIDS :

- 5.8 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 5.9 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.10 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.

6 LATE BIDS :

- 6.7 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 :

- 7.7 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.
- 7.8 In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer Inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8 OPENING OF THE BID:

- 8.7 Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.
- 8.7.1 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.
- 8.7.2 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
- 8.8 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.
- 8.9 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".
- 8.10 The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
- 8.11 In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

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".

- 8.11.1 After opening of technical bid, the bidder may be asked in writing / Offline (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 8.11.2 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
- 8.11.3 Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 8.12 The Technical evaluation of all the bids shall be carried out 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 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 8.7.1 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.
- 8.7.2 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.
- 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 in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be

- announced by him or his authorized representatives at the time of opening.
- 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 anywhere.
- 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

9 CLARIFICATION AND NEGOTIATION OF BIDS:

- 9.7 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.8 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.

10 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.7 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.
- 10.8 The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the PR by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 10.9 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 10.10 If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11 BLOCKING OF PORTAL REGISTRATION

- a. If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- b. The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- c. The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- i. Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
 - ii. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
 - iii. Fails to execute the agreement within the stipulated date.
 - iv. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.
- Accordingly the officer Inviting Tender shall recommend to the Chief Manager (Technical) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by **OFFICER INVITING TENDER** for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
- The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now. submit button can be clicked 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 PR 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.
 - d) **Offline 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.
6. **Settlement of Cost of Tender Paper;**
- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.
7. **Settlement of Earnest Money Deposit on submission of bids:**
- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.
8. **Forfeiture of EMD :**
- Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.
- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.
9. **Role of the Banks:**
- a) Make necessary provision / customizations at their end to enable the provision for Offline payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during Offline payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of

- PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
 - e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs Offline payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate Offline challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

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

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

- The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.
15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

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

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

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money deposit on submission of bids, the e- Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related(*)** to any officer of **Panchayat Samiti Phiringia** of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the SC and ST 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.

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

**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.

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.
2	3	4	5	6	7

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

Signature of the tenderer .

Date :-

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks (Whether the machinery is in use at any other work site at free location at the location given at Col.8)
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1. If leased indicate the date when the current lease expires

Signature

ANNEXURE – I OF SCHEDULE-C**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)**

Sl. No.	List of plants and equipments	Requirement	Marks
(i)	Water Tanker	1	10
(ii)	Truck/Tripper/Tractor	2	30
(iii)	Concrete Mixer Machine	1	15
(iv)	Needle and Plate Vibrators	1 each	15
(v)	Generator 33 KVA	1	15
(vi)	Centring & Shuttering materials	More than 200 sqm	15
(vii)	--	--	--
(viii)	--	--	--
(ix)	--	--	--
		Total	100

NOTE:

- Capacity of each plant and equipment should be as per specification attached separately.
- The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
- The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – II OF SCHEDULE-C**CAPACITY OF PLANTS AND EQUIPMENTS**

- Tractor: The tractor should have a minimum capacity of 22 to 50 H.P.
 - Water Tanker: The water tanker should be a truck mounted one or as a trailing unit having minimum capacity of 5000 liters.
 - Smooth wheeled Roller: Weight from 8 tonnes to 10 tonnes
Unballasted : 8 tonnes Approx.
Water Ballasted : 9 tonnes approx.
Sand Ballasted : 10 tonnes Approx.
- Compressor: Having capacity of 450 CFM
 - Water Pump: Having capacity of 5H.P. to 27 H.P.
 - Jack Hammer: Having capacity of 2 tonnes.
 - Winch with grab: Winch having capacity of 5 tonne and grab having 1 tonne capacity.
- Concrete Mixer: Batch type Concrete Mixer as per IS-1791 / 1985 for capacity of 15 Cum / hour (Tilting drum type) with power operated side loaded revolution counter, automatic shaker, Gear mounted on steel chassis with 4 MS wheels complete with suitable prime mover.
 - Welding generator: Having Capacity of 8-15 KW. Immersion type with vibrating Needle of 40 mm/ 50mm / 60mm & 4-meter length.
- Diesel Generator: Having capacity of 32 K.W.
 - Truck: Having capacity of 12 tones.
 - Jeep: Diesel jeep having capacity of 16 H.P. with trailer.

ANNEXURE – III OF SCHEDULE-C

**CERTIFICATE TO BE ISSUED BY THE PANCHAYAT SAMITI, PHIRINGIA
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)**

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

**PANCHAYAT SAMITI PHIRINGIA /
ASSISTANT EXECUTIVE ENGINEER**

ANNEXURE – IV OF SCHEDULE-C

**TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL PR**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work
(i)						
(ii)						
(iii)						
(iv)						
(v)						
(vi)						
(vii)						
(viii)						
(ix)						

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

WORKING EXPERIENCE**D-1. LIST OF SIMILAR NATURE OF PROJECTS COMPLETED**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	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	Financial Year wise items of work executed as per Clause No.13 & 121.3				Reasons for delay in starting/ completion, if any	
						Items	Unit	Quantity as per agreement	Financial Year		Quantity as per execution
1	2	3	4	5	6	7a	7b	7c	7d	7e	8

Note:- Must be certified by the OFFICER (PANCHAYAT SAMITI PHIRINGIA/ ASSISTANT EXECUTIVE ENGINEER) in charge of the work proper.

Signature

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WORKING EXPERIENCE CLAUSE NO.121.3 (b) & (c)

D- 2. LIST OF SIMILAR NATURE PROJECTS IN PROGRESS HAVING COMPLETED MORE THAN 90% OF CONTRACT VALUE

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	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	Financial Year wise items of work executed as per Clause No.13 & 121.3				Updated billing amount with reasons for slow progress, if any,	Amount of balance work to be executed during next two years.	
						Items	Unit	Quantity as per agreement	Financial Year			Quantity as per execution
1	2	3	4	5	6	7a	7b	7c	7d	7e	8	9

Note:- Must be certified by the OFFICER (PANCHAYAT SAMITI PHIRINGIA/ ASSISTANT EXECUTIVE ENGINEER) in charge of the work proper.

Signature

SCHEDULE-"E"**INFORMATION REGARDING CURRENT LITIGATION, DEBARRED OR
ABANDONMENT OF WORK BY THE TENDERER**

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

Note:

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

Signature**SCHEDULE -F****AFFIDAVIT**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither **our firm M/s _____** nor any of its constituent partners / I have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such PR have been rescinded during the last five years prior to the date of this bid.

3. The undersigned hereby authorized 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.

(Authorised Signatory of the firm or Bidder)

Date:

SCHEDULE -G**AFFIDAVIT**

1. I, Sri _____ son/daughter of _____ aged about _____ years, At/P.O:- _____ Dist _____ State _____, Proprietor / Managing Director / Director / Managing Partner / authorized signatory of M/S _____ do hereby solemnly affirmed as follows:
2. That the undersigned hereby certifies that **I/our firm/Company/Proprietorship concerned, i.e M/s _____ am/is** registered under the VAT Act as **I/we/our firm/Company** have not started any business in the State of Odisha till dtd.**30.06.2017** and have no liability under the VAT Act. in the State of Odisha till dtd. **30.06.2017.**

(Authorised Signatory of the firm or Bidder)

Date:

SCHEDULE -H (Mandatory)**Existing commitments and on-going PR:**

Description of PR	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. lakh.)	Stipulated Period of Completion	Value of PR* remaining to be completed (Rs in lakh)	Anticipated date of completion.
1	2	3	4	5	6	7	8

Attach certificate(s) from the Engineer(s)-In-Charge*SCHEDULE -I**

UNDERTAKING

I/We, Mr./ Ms. _____, Proprietor, _____, aged _____ years, son of _____, Indian resident, residing at _____, P.S. _____, District _____ do hereby state as follow.

1. That I/ We possess the Contractor license for _____ Class registered with the _____.
2. That I/ We was/ were one of the bidders for the work " [Name of the Work put to tender] " amounting to Rs. _____ [Amount put to tender]) called by the Project Administrator Phulbani (R&B) Circle, Phulbani for which the last date of submission was on _____.
3. That I/ We hereby confirm that the bid price quoted / negotiated by me / us for Rs. _____ in the tender for the work and amount mentioned above is inclusive of all taxes.
4. That the rates for different items of the work offered by me/ us and effected by the percentage of discount / rebate offered by me/ us in the tender, are firm and complete in all respects, and are inclusive of all taxes.
5. That I/ We confirm that I/ We shall raise the "Tax Invoice" for the said work showing the CGST and SGST components separately within the contract price.
6. That I/ We shall not claim any amount towards GST separately beyond the rates offered by me at any time during performance of the contract and/ or afterwards.

I/ We am/ are making this undertaking to produce the same before the **Block Development Officer, Phiringia** for the purpose of participation in tender for the work stated above.

(Signature with Seal)

Witness with identification

(1)

(2)

MEMORANDUM OF UNDERSTANDING

SCHEDULE - J

First Party I Sri/Smt....., Aged years, S/O- At /
P.O. / Dist-..... (hereinafter called the First Part)

AND

Second Party I Sri/Smt....., Aged years, S/O- At /
P.O. / Dist-..... (hereinafter called the Second Part) having H.T. / L.T. license registration
No..... valid upto

AND WHEREAS the First Party of 1st part is the managing partner of

AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the
tender work, "....."

AND WHEREAS the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

- 1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
- 2) That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Engineer-in-Charge.
- 3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
- 4) That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.

In witness where of Both the party have signed in presence of

WITNESS

W₁-

W₂-

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 period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the bid validity specified in the 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]

I M/Sclass Contractor here
by quoted my rate at.....% Less / Excess
over schedule rate .

Signature of the Contractor.
PERMANENT ADDRESS of the Contractor:

PHONE NUMBER :

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

- 1.EMD Declaration deposited :
- 2.PAN card
- 3.Valid GST clearance certificate
- 4.Cost of Tender Paper in case of downloading from the Internet
- 5.Additional Performance Security
6. No relation certificate.
7. Labour license
8. Experience Certificate (Experience in same nature of works undertaken during last five financial years)
9. List of Machinery
10. Technical Capacity. (The bidder should have successfully completed similar works or any civil engineering works in any one financial year during last financial years up to bid submission deadline of value not less than the amount equal to Rs. (Rupees.....) i.e. 30% of the estimated value

Total: - 44(forty four) pages only

APPROVED for 44 (forty four only

Amey
13-04-26
**Block Development Officer,
Phiringla**

TENDER SHEDULE

**NAME OF WORK:- WORK:CONSTRUCTION OF LAC BUILDING AT PAIRAJU ,GP PAHIRAJU,
AT - PAHIRAJU, BLOCK - PHIRINGIA, DIST -KANDHAMAL**

Estimated cost = Rs 15,74,000.00		Excluding (GST)			
GST 18% = Rs 2,83,320.00					
Total =18,57,320.00		Including (GST)			
say Rs 18,57,300.00					
SL.NO	ITEM OF THE WORK	UNIT	QUANTITY	RATE	AMOUNT
1	2	3	4	5	6
1	Earth work excavation of foundation trench in all kinds of soil with all lead, lift & delift including levelling and dressing the bed with all cost of labour materials required for the work etc. complete as directed by Engineer-In-Charge				
		1cum	52.49	276.89	14,534.00
2	Sand filling in foundation & bed with all cost etc. complete as directed by Engineer-In-Charge				
		1cum	43.84	514.77	22,568.00
3	Providing CC(1;3;6) using 40mm hard granite Crusher broken metal including cost conveyance, royalties, taxes of all materials with curing etc. complete and as per direction of Engineer-in-Charge.				
		1cum	18.86	6817.8	1,28,584.00
4	Providing CC(1:4:8) using 40mm hard granite Crusher broken metal including cost conveyance, royalties, taxes of all materials with curing etc. complete and as per direction of Engineer-in-Charge.	1cum			
		1cum	8.34	5576.8	46,511.00
5	RCC M20 With 20mm& 10mm size hard crusher broken granite chips, compacting by watering for 21 days, with cost, conveyance, royalty, taxes of materials labour T & P etc. complete and as per direction of Engineer-in-Charge. .				
		1cum	26.5	7380.73	1,95,589.00
6	Labour charges for cutting, bending, binding and strataightening the M.S. rod for R.C.C. work and tying the grills and placing in position including cost of binding wire 18 to 20 gauge and as per drawing, design and direction of Engineer-in-charge including cost conveyance royalty and taxes of M.S. rod etc. complete. Payment of M.S. rod shall be made on actual linear measurement multiplying with co-efficient as per I.S.I.				
		1Qntl	23.85	9409.74	2,24,422.00

7	Rigid smooth centering, shuttering for R.C.C. work at all heights dismantling the same after specified time including cost of all materials, labour, nails T & P etc. with all royalties taxes of all materials, labour etc. complete and as per direction of Engineer-in-Charge.				
A	Ground floor				
	column footing	Sqm	95.34	299.8	28,583.00
	lintel	Sqm	16.31	679.54	11,083.00
	column and beam	sqm	65.13	1320.81	86,024.00
	Roof slab and Chhaja	Sqm	74.11	996.58	73,857.00
8	Fly ash Brick work with 25*12*8mm in cement mortar (1:6) in superstructure having required strength immersing the bricks in water not less then six hours before use in masonry including watering and curing for seven days with cost conveyance, royalty, taxes of all materials etc. complete and as per direction of Engineer-in-Charge.				
A	shuttering of plinth beam	1Cum	6.79	6404.01	43,483.00
B	Super Structure	1cum	29.56	6437.01	1,90,278.00
9	12mm thick cement plaster (1:6) over brick work with cement punning for skirting and dadoes, finished smooth with proper thickness, watering, curing for seven days with cost, conveyance, royalty, taxes of all materials, labour etc. complete and as per direction of Engineer-in-Charge..				
		Sqm	106.54	202.88	21,615.00
10	16mm thick cement plaster (1:6) over brick work with cement punning for skirting and dadoes, finished smooth with proper thickness, watering, curing for seven days with cost, conveyance, royalty, taxes of all materials, labour etc. complete and as per direction of Engineer-in-Charge..				
		Sqm	234.43	289.79	67,935.00
11	6mm thick cement plaster (1:4) over ceiling, finished smooth with proper thickness, watering, curing for seven days with cost, conveyance, royalty, taxes of all materials, labour etc. complete and as per direction of Engineer-in-Charge..				
		Sqm	121.38	187.71	22,784.00
12	Supplying,fitting,fixing verified tile in floor treads or steps and landing on 25mm thick bed of cement mortar (1:3) jointed with net cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing including cost of tiles etc complete.				
		1sqm	71.22	1853.4	1,31,999.00

13	Supplying,fitting,fixing checker tile in dados skirting and riser of step on 12mm thick bed of cement mortar (1:3) jointed with net cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing including cost of tiles etc complete.				
		1sqm	9.95	1327.8	13,212.00
14	Finish surface of wall with cement based wall putty (water based) shade on a new work two coats to give an even shade including cost of paint etc complete as per direction of Engineer-in-Charge.				
		1sqm	355.82	92.5	32,913.00
15	wall painting two coats with primer paint of approved shade on a new work two coats to give an even shade including cost of paint etc complete as per direction of Engineer-in-Charge.				
		1sqm	462.36	79.2	36,619.00
16	wall painting two coats with plastic emulsion paint of approved shade on a new work two coats to give an even shade including cost of paint etc complete as per direction of Engineer-in-Charge.				
		1sqm	462.36	109.87	50,799.00
17	Painting two coats with any approved enamel paint with all cost etc. complet.				
		1sqm	69.01	190.61	13,154.00
18	12mm thick greading plaster (1:4) For septic lartine wall with cost, conveyance, royalty, taxes of all materials, labour etc. complete and as per direction of Engineer-in-Charge..				
		1Sqm	7.06	236.75	1,671.00
19	Cost of supply and fixing of windows With grill etc. complet.				
	Grill ,Ventilator ,sky lighyt	kg	94.5	110.00	10,395.00
20	Cost of supply and fixing of door & windows With grill etc. complet.				
	Window	kg	504.00	110.00	55,440.00
	Door	kg	455.00	110.00	50,050.00

				1574102.00
			SAY	1574000.00
			Add GST 18%	283320.00
			Grand Total	1857320.00
			SAY	1857300.00

1. The contractor should not write any thing except quoting of percentage and in case of any thing else. Regarding tender rate mentioned the tender is liable for rejection (2) strike out of which is not applicable

My/our quoted rate is _____ (both in figure & words) excess over /less than /equal to the above estimated cost as per put the tender. Percentage should be quoted up to 1(one) digit after the decimal point.

Signature of the contractor in the tender process
(Name & address)

No of correction:

No of Overwriting :

No of Interpolations :

(For office use only)

Sold to Sri _____ /At _____/

PO _____ /Dist _____ /Class _____ /Contact No _____

On payment of RS _____ Towards cost of tender paper. vide money receipt no (chq no) _____


Asst Engineer
Phiringia Block


Ast. Exe Engineer
Phiringia Block


Block Development officer
Phiringia Block