

BID ID NO.-DFO-BLS-01/2024-25

GOVERNMENT OF ODISHA

FOREST DEPARTMENT



**DETAILED TENDER CALL NOTICE
(FOR BUILDING WORKS)**

**OFFICE OF THE DIVISIONAL FOREST OFFICER
BALASORE WILDLIFE DIVISION, BALASORE**

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Reference to Clause no.	Whether furnished	Reference to page no.
1	Cost of tender paper (Online)Rs. 6000.00	D.T.C.N Clause No.06		
2	Cost of Security EMD (Online)Rs. 17088.00	EMD Clause No. 06		
3	Copy of valid Registration Certificate	D.T.C.N Clause No. 07 & 08		
4	Copy of GSTIN	D.T.C.N Clause No. 07 & 08		
5	Copy of PAN Card	D.T.C.N Clause No.07 & 08		
6	No Relation Certificate in Schedule-A	D.T.C.N Clause No.39		
7	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.38 & 53		
8	Affidavit (Schedule-F)	D.T.C.N Clause No.38 & 53		
9	Experience for similar nature of work			

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl. No.	Item	Details
1	Bid Identification No.	DFO-BLS-01/2024-25
2	Name of the Work	Building Works as Per Annexure of TCN.
3	Officer Inviting Tender	Divisional Forest Officer, Balasore Wildlife Division, Balasore.
4	Executive Officer concerned with headquarters authorized as Site-in-charge of this work.	Divisional Forest Officer, Balasore Wildlife Division, Balasore.
5	Estimated Cost	Building Works as Per Annexure of TCN

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	03 (Three)Calendar months
7	Last Date & time of submission of Bid	5.00 PM Date. 11.11.2024.
8	Cost of Bid Document (Clause No-6,7 & 24 of DTCN)	
	I Bid amount (Online)	Rs. 6000/-
9	Bid Security (Clause No-7,23 & 28 of DTCN)	
	I Amount	Rs. 17088/-
	II Type of instrument.	As specified in the bid document.
10	Bid validity period	90 days
11	Minimum period of contract / agreement	03 (Three)Calendar months
12	Currency of payment for Contract	Indian Rupee
13	Language of Contract	English

Instruction to Bidders (ITB) e-procurement

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1 The authority belonging to the major discipline is competent to invite tender of bids. He will also nominate the Executive Officer who will deal with all matters relating to the bids in the invitation of bids.
- 1.2 **DELETED**
- 1.3 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the **Divisional Forest Officer** may at his discretion without prejudice to any other right or remedy available under law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the said Act by him.
- 1.4 The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.5 The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6 Throughout these bidding documents, the terms "bid and tender " EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 1.7 In case the tender for composite work includes in addition to main work / building work all other ancillary works such as electrical work, horticulture work and gate works in dams and canals etc., the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for, electrical, horticulture works and gate works in dams and canals in the composite tender. Intending purchasers are not required to produce original documents viz. copy of Registration, GSTIN, Pan card, Affidavit towards authentication of documents in Schedule-F etc, at the time of purchase of tender documents but will be required for verification purpose in the later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. **The successful lowest Bidder is required to attend the Office of the Divisional Forest Officer, Balasore Wildlife Division, Balasore for verification of original documents during the office hour within 5 (Five) days of opening of the bid.**
- 1.8 **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor / Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL e-Mudra etc.

- 1.8.1 To log on to the portal the Contractor/Bidder is required to type his/her user name and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- 1.8.2 The tender documents uploaded by the Tender Inviting Officer in the website www.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.
- 1.8.3 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- 1.8.4 **The software application has the provision of payment of cost of tender document through payment gateways of authorized banks by directly debiting the account of the bidders, bidders will be required to avail on-line payment.**
- 1.8.5 The bidder intending to participate in the on-line bid have to deposit the cost of Bid documents online through designated banks available in the e-procurement portal or NEFT / RTGS method during submission of tender documents.
- 1.8.6 **DELETED.**
- 1.8.7 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.
- 1.8.8 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

2. ELIGIBLE BIDDERS:

- 2.1 This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.
- 2.2 All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 2.3 If the bidder has a relative employed as an Officer in the rank of an Range Officer/Under Secretary and above in the Government of Odisha in the concerned Department, he shall inform the same in **Schedule-I** of the bid document mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also, if the fact of

relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid an undertaking to that effect.

- 2.4 He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
- 2.5 No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

3. QUALIFICATION CRITERIA:

- 3.1 For submission of Bids through the e-procurement Portal, the bidder shall up-load the clear scanned copy/copies of documents listed **under clause 3.2 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. Bids from Joint ventures are not acceptable.
- 3.2 The bid shall include following information and documents.
- (a) Scanned copy of valid contractor's Registration Certificate, GSTIN, PAN card, Affidavit towards authentication of documents in Schedule-F and labour license (not mandatory) should accompany the bid.
 - (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
 - (c) Deleted
 - (d) Deleted
 - (e) Deleted
 - (f) Deleted
 - (g) Deleted
 - (h) Deleted
-
- (i) Details of work under progress as per tender documents.
- (j) Deleted
- 3.3. Deleted
- 3.4. The Bidders are subject to be disqualified if they have:
- (a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or.
 - (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. and/or
 - (c) Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
 - (d) Indulged in unlawful & corrupt means in obtaining bids.
 - (e) Been black listed/their registrations by the competent authority.

4. ONE BID PER BIDDER:

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

5. COST OF BIDDING:

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

5.2 (a) The rates quoted by the contractor shall be excluding GST. The GST as applicable for work contract shall be payable to contractor on each gross amount of the bill.

(b) 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 rate of item basing on which estimated cost has been derived is excluding GST on different components to arrive at such rates.

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

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

6. SITE VISIT:

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

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

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

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

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

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

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

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

8. CLARIFICATION OF BIDDING DOCUMENTS:

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

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

- 8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.

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

8.5. **PRE-BID MEETING: DELETED**

9. AMENDMENT OF BIDDING DOCUMENTS:

- 9.1. Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website www.tendersodisha.gov.in / notice board and through paper publication.
- 9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

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

11. DOCUMENTS COMPRISING THE BID:

- 11.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.
- (a) Invitation for Bids (IFB)
 - (b) Instructions to bidders (ITB)
 - (c) Conditions of Contract
 - (d) Contract Data
 - (e) Specifications
 - (f) Drawings
- 11.2. All the volumes/ documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and **upload the clear scanned documents** in Portable Document Format to the portal in the designated locations of Bid. He will fill up the percentage rate in the BOQ down loaded for the work in designated Cell and up-load the same in designated locations of Bid. Submission of document shall be effected by using DSC of appropriate class.

- (A) Cost of "Bid document" & "Bid Security" shall comprise
- (i) Cost of Bid Document
 - (ii) Bid Security Declaration.

(B) "Bid" shall comprise.

- (i) Qualification Information and supporting documents,
- (ii) Certificates, undertakings, affidavits,
- (iii) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

- 12.1 In the E-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
- 12.2 For **Item rate** tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line-item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.
- 12.3 In case of **percentage rate** tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate how much his price offer is excess or less than the estimated amount.
- 12.4 The **bidder** shall bid for the whole works as described in the Bill of Quantities.
- 12.5 Bidders **shall** submit offers that fully comply with the requirements of the bidding documents, Including the Conditions of Contract basic technical design as indicated in the drawing and specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.
- 12.6 All duties, GST, taxes and other levies including labour CESS payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
- 12.7 In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12.8 Bidders while quoting their offers shall consider the following as regards price adjustment towards **Cement, Steel & Bitumen** and escalation of all components of work.
- 12.9 For contracts with stipulated completion period less than six months payment of price escalation or differential cost of Cement, Steel & Bitumen is not payable.
- 12.10 For contracts with stipulated completion period exceeding six months and up to 12 months period, the rates and **prices** quoted by the bidder shall be fixed for the duration of the Contract and shall be subjected only to price adjustment in respect of Cement, Steel & Bitumen as per Sub-Clause 31 of Condition of P-1 Contract.
- 12.11 Consumption of Steel, Cement & Bitumen involved in the work mentioned in the Contract data will be considered for calculation of amount of reimbursement/recovery towards increase/decrease in cost of Steel, Cement & Bitumen.
- 12.12 For Contracts having stipulated completion period exceeding twelve months, the price adjustment beyond twelve months for all components of work shall be reimbursed or recovered as per Sub-Clause 31 of conditions of P-1 contract.
- 12.13 The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 12.14 The **contractor shall** conform in all respects, by giving all notices and paying all fees, with the provisions of:

- (a) Any national or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and.
- (b) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

12.15. **FOR COMPOSITE BIDS: DELETED.**

13. **CURRENCIES OF BID AND PAYMENT:**

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

14. **VALIDITY:**

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

- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail.

14.3. **DELETED.**

15. **BID SECURITY & TENDER PAPER COST:**

- 15.1. The Bidder shall transfer the tender paper cost (Online) and have to furnish Bid Security Declaration as per Works Department Notification No. 4710 dt. 12.04.2022 as part of its bid through a designated bank available in procurement website or NEFT/RTGS process following the procedure mentioned in Works Deptt. O.M no.6785/W dt.09.05.2017 read with W.D Memo No.17254 / dt.05.12.2017. Again, the payment should be through a single banking transaction for multiple payment like Tender Paper Cost. The bidder shall deposit the amount towards tender paper cost (Online) during uploading the tender documents. The bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority (TIA), State Procurement Cell, NIC or the designated banks shall not be held responsible for such pendency or failure.

- 15.2. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and action will be taken as per DTCN.

(i) **Procedure for payment of Tender Cost**

- (a) 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 Works Department office memorandum no.7885, dt.23.07.2013.

- (c) **Electronic payment of tender paper cost:** 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.

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

- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

15.3 Deleted.

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

15.5 **Amendment to Para 3.5.14 Note - I of OPWD code Vol.I by inclusion**

If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the State.

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

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

16. **FORMAT AND SIGNING OF BID:**

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

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

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

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

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

16.3.3 The Bidder should ensure clarity of the document up-loaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bids if so desires, can ask for legible copies or original copies for verification within a stipulated period provided such

document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

16.3.4 SIGNING OF BIDS

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

D. SUBMISSION OF BIDS

17. SECURITY OF BID SUBMISSION:

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

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

18. DEADLINE FOR SUBMISSION OF THE BIDS:

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

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

19. LATE BIDS:

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

20. MODIFICATION AND WITHDRAWAL OF BIDS:

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

20.2 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 upload the scanned document to portal in the respective bid before the closure of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

E. OPENING AND EVALUATION

21. OPENING OF THE BID:

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

21.1.1 The bidders who participated in the 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.

- 21.1.2 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
- 21.2 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
- 21.3 In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 21.5 The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
- 21.5.5 Immediately (usually within 3 or 4 days), the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the 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 evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of 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 bid has been evaluated responsive with respect to the data/information furnished by him. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive. Accordingly, the Bank will remit the Earnest Money Deposit on submission / Cancellation of bids to respective bidder's accounts through e-procurement system.
- 21.6 The evaluation of all the bids will be taken up only 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 mislead the evaluation through wrong information, action as per clause No.115 shall be taken against the bidder/contractor.
- 21.7.1 Opening of bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.
- 21.7.3 The Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 21.7.5 The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.
- 21.7.6 Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 21.7.7 The bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
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- 21.7.8 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 22. PROCESS TO BE CONFIDENTIAL:**
- 22.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall **not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.** Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.
- 23. CLARIFICATION OF BIDS:**
- 23.1. To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.
- 23.2. Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder

wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 24.1. During the scrutiny of "Bids", the officer inviting the bid will determine whether each bid: -
 - 24.1.1 Whether the Bid security is confirmed by issuing institution/bank.
 - 24.1.2 Has submitted legible documents for evaluation
 - 24.1.3 Meets the eligibility criteria defined in *Clause 3* and;
 - 24.1.4 Is substantially responsive to the requirements of the bidding documents.
- 24.2 During the detailed evaluation of the "Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 24.3 A substantially responsive "Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one.
 - 24.3.1 Which affects in any substantial way the scope, quality, or performance of the works.
 - 24.3.2 Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
 - 24.3.3 Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 24.4 If "percentage of Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 24.5 On opening of the bid, the system shall arrange the bids in order of their value (L 1 first, followed by L2, L3.) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

25. EVALUATION OF BIDS: DELETED

- 25.1. If the officer **inviting** the Bid in his opinion judges that the price quoted by the lowest qualified bidder is high or a special condition imposed by the bidder is to be withdrawn, the bidder shall be invited for negotiation by the officer inviting the Bid or by an officer authorized by him in writing. Negotiations of financial bid with only the lowest bidder shall be carried out, if necessary. Negotiation of bid will be carried out by manual way.

F. AWARD OF CONTRACT

26. AWARD CRITERIA:

- 26.1. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- 26.2. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.
- 26.3. Competent Authority on behalf of Governor of Odisha reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 26.4. The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.
- 26.5 **Amendment to Para 3.5.18 Note - viii of OPWD Code Vol.-1**
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.

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

- 27.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back

out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from disincentivizing the bidder.

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

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

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

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

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

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

29.2.1. Following documents shall form part of the agreement.

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

29.3 The contractor after furnishing the required acceptable Additional Performance security, "Letter to proceed" or "Work Order" shall be issued by the Divisional Forest Officer with copy thereof to the procurement officer - publisher. The procurement officer - publisher shall upload the summary and declare the process as complete.

29.2.1.2. Standard Bid Document P.W.D. Form P-1

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

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

30. CORRUPT OR FRAUDULENT PRACTICES:

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

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

31. Blocking of Portal Registration.

31.1. 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.

31.2. The portal registration blocked in the ground mentioned in the above Para-29.1 shall be unblocked automatically in receipt of revocation order of cancellation/ Suspension/ blacklisting from the concerned authority.

- 31.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Head of Office if any of the following provisions are violated.
- 31.3.1 **Fails to furnish original documents before the designated officer within the stipulated date and time.**
- 31.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 31.3.3 Fails to execute the agreement within the stipulated date.
- 31.3.4 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 (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix XXXIV OF OPWD Code Volume-II.
- 31.3.5 **Another ground for blacklisting of contractor as per Office Memorandum No.14402/W dt.06.10.2017**
After careful consideration Government have been pleased to incorporate an additional ground "Non submission of Additional Performance Security (APS) within stipulated period in pursuance to Works Department office memorandum No.14299/W dt.03.10.2017" as Sub-Rule-"g" under Rule-A of Appendix-XXXIV of OPWD Code Vol-II.
32. **GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION.**
- 32.1 **UNBLOCKING OF PORTAL REGISTRATION.**
Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.
- | | | |
|---------------------------|---|----------|
| EIC (Civil)-cum-CPO | - | Chairman |
| Engineer in Chief (WR) | - | Member |
| Concerned Chief Engineer | - | Member |
| Sr. Manager (Finance) SPC | - | Member |
| Officer Inviting Tender | - | Member |
| Chief Manager (Tech) SPC | - | Convener |
- 32.2 The Chief Manager (Tech) State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required and shall consider the commendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- 32.3 The minimum period of blocking of Portal Registration shall in no case be less than 180 days.
After blocking of Portal Registration, the contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs.10,000/- (Rupees ten thousand) only (nonrefundable) under the head of account "0059-Public Works" as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech) State procurement Cell.
- 32.4 On receipt of recommendation from the concerned Chief Engineer along with copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
- 32.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech) State Procurement Cell may not consider his case to be placed before the Committee and may advise the concerned

officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same and if considered proper he may report to the Chief Manager (Tech) State Procurement Cell along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking / unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

**DETAILED TENDER CALL NOTICE
FOR BUILDING WORKS.**

1. Sealed **Percentage rate bids** in the prescribed form to be eventually drawn up in PWD Form P1 in conformity with detailed Tender Call Notice for Building works(Civil) are invited in **Double Cover** system from the eligible '**D' Class/ 'C' Class** contractors, Registered with Govt. of Odisha /with equivalent grade/class or registered with any other state Govt./ MES/ Railways/ CPWD in equivalent rank for execution of civil works having definite proof from the appropriate authority for the following work under Works Deptt. Odisha. But successful bidder other than State/ MES/ Railways/CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the different Building works for the year 2023-24 (**Annexure**) at an estimated cost of Rs.24.91 Lakh.
 - a) Department shall not supply any material at all for the work.
 - a) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.
2. The bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website **www.tendersodisha.gov.in**.
3. The Bid documents are available in the official website of Government: **http://www.tendersodisha.gov.in** from **12.00P.M. of dt.28.10.2024 to 5.00 P.M. of dt.11.11.2024 for online bidding**.
4. The bid documents will be opened by the assigned officer in the office of the Balasore Wildlife Division, Balasore, Odisha at **11.00 AM on dt.12.11.2024** in the presence of the bidders or their authorized representatives who wish to attend. **If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.**
5. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
6. The cost of Bid documents will be deposited online through designated banks available in the e-procurement portal or NEFT / RTGS method during submission of tender documentsforRs.6000.00.
7. The bid is to be submitted in **Single cover containing** bid documents. The Tender Paper cost and Earnest Money Deposit / Bid security of the amount specified for the work in Col.4 and 6 above, the bidder shall make electronic payment., Affidavit towards authentication of documents in Schedule-F, **clear scanned copy of registration certificate, GSTIN, PAN card and documents required as per the relevant clauses of this DTCN with the price bid duly filled in and signed by the bidder as per the relevant clauses of this DTCN**
- 7.1 **Deleted**
8. The successful lowest bidders is required to produce documents via original Registration, GSTIN, PAN card after opening of Bid for verification purpose in the latter stage, preferably within five days from the date of issue of letter. Furnishing of such documents along with the Bid is **mandatory** otherwise his/her bid shall be declared as non-responsive and thus liable for **rejection**.
- 8.1 **Deleted**
- 8.2 **As per Works Deptt. O.M. No. 16 dt.1.1.2015 read with No.12925 dt.23.08.2018.**
Notes- (iii) of Para-3.5.18 - The single tender received in the first call shall be cancelled without opening of the bid. **The acceptance of a single tender received, even after re-tendering should have prior approval of the next higher authority.**
Rule - 29 of Appendix-IX - When in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly, provided that the Tender Paper Cost deposited by the concerned bidder shall be refunded to him / her as per Works Deptt. O.M. No. No.12925

- dt.23.08.2018. If single tender is received, even after re-tendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.
10. Tendere represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photo graphs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected**.
 11. (i) The contract will be drawn in P.W.D. **P-1** contract form and will constitute 1 part For Civil items of works.
The contract shall be drawn & signed by Divisional Forest Officer, Balasore Wildlife Division, Balasore on behalf of the Governor of Odisha.
(ii) The Civil items of works as per Schedule of quantities of the Agreement shall be supervised measured and check measured by the Divisional Forest Officer, Balasore Wildlife Division, Balasore. The contractor shall be bound to receive and act as well according to the direction of the Engineer-in-Charge.
 12. If an individual / partnership firms / companies makes the application, the individual should sign (with DSC) above his full type written name and current address
 13. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
 14. 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.
 15. 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 bid.
 16. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings / language will not be accepted.
 17. The work is to be completed in all respects within **03 (three)** calendar months from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in- Charge.
 18. All tenders received will remain valid for a period of **90 days** from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
 19. **In the case of Percentage Rate** Tenders, the schedule of quantities shall mention estimated rate of such item and amount thereto. The Contractor has to mention percentage excess or less over the estimated cost (in figures as well as words) in the prescribed format appended to the tender document. The contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered, shall be considered after opening of all packages called in the same tender notice. The contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelop.
 - i) The price preference in favour of SC/ST& Physically handicapped tenderer shall be allowed on the basis of the existing rules in force and as amended from time to time. The concerned applicant / bidders shall have to claim the privileges and prove their eligibility with documents as desired by the accepting authority. Willing bidders have to furnish affidavit for availing exemption of EMD/ISD, to the effect that they **have not been awarded more than two numbers of works with exemption of EMD/ISD**. The latest amendments are enforced as per Works Department Resolution No.16262 dt.30.10.2018 for SC / ST contractors registered as per OPWD code.

Amendment to Appendix - IX, Clause - 36 of OPWD Code Vol. - II by inclusion

If the rate quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost the tender accepting authority will finalize the tender through a transparent lottery system where all bidders / their authorized representatives, the concerned Executive Engineer and D.A.O. will remain present.

In case of percentage Rate tenders, only percentage quoted shall be considered. Percentage quoted by the Contractor shall be accurately filled in figures and words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the contractor in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage excess/less and total amount quoted by the contractor then percentage will be taken as correct. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to two decimal points only. If he writes the percentage excess or less up to two or more decimal points, the first two decimal points shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures and words, the Officer opening the tender should record the omission. **Bills for percentage rates** tender shall prepared at the estimated rate for individual item only and percentage excess or less shall be added or subtracted from the gross amount of the bill.

20. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Odisha, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.
21. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
22. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, 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.
23. The bidder shall submit along with their BID, a "BID Security declaration" as per the Office Memorandum No. 4710 dt.12.04.2022 of Works Department, Government of Odisha in lieu of Bid Security in the format annexed.
25. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.

26. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
27. The declaration will be dealt with as per terms and condition of O.P.W.D. Code.
28. The Officer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price"). The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of N.S.C / / Post Office Time Deposit Account / Kissan Vikash Patra / Bank Guarantee in favour of the Divisional Forest Officer, Balasore Wildlife Division, Balasore from any Nationalized / Schedule Bank in India counter guaranteed by its local branch at Bhubaneswar towards E.M.D / Initial Security Deposit / any other security deposit from the contractor or supplier and additional performance security in form of Term Deposit Receipt / Bank Guarantee as per clause 65 of DTCN duly pledged in favour of the Divisional Forest Officer, Balasore Wildlife Division, Balasore and in no other form. **The performance security shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61)** for the fulfillment of the contract in the office of the Divisional Forest Officer, Balasore Wildlife Division, Balasore and payable at **Balasore** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement. The agreement will incorporate all agreements between the officer inviting the bid / Engineer-in Charge and the successful bidder within **15** days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in Charge. Following documents shall form part of the agreement.
 - a) The notice-inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
 - b) **Standard P.W.D. Form P-1 with latest amendments.** Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after **12 (Twelve) months** of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dt.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 tenderer back out from the offer before acceptance of tender by the competent authority.
29. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
30. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26.2.55 and No.II, M-56/61-28842 (5), dt.27.9.61 as amended from time to time.
31. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
 - a) Rent royalties, CESS and other charges of materials, including prevailing G.S.T from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own

cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.

- b) Royalty will be recovered from each bill as notified by Govt. from time to time unless **K Forms** are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
 - c) Labor camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labor laws and health authorities shall have to be provided by the Contractor.
 - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.
 - e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
 - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
 - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
 - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
 - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
32. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
33. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
34. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
35. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order No.44150, dt.25.11.57.
36. No part of the contract shall be sublet without written permission to the concerned Executive Engineer or transfer to be made by the power of attorney authorizing others to receive payment on contractor's behalf.
37. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on **Sundays and Public Holidays** till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
38. 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 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**. **An affidavit conforming all points as contained as contained in Schedule-F will do. Non furnishing of the information in Schedule- E and required affidavit in conformity with the provision in Schedule-F, the bid document will be summarily rejected.**

39. **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 Gazetted Officer / Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the / F& E /Works 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**. **Non-submission of information in Schedule-A, bid will be rejected.**

40. **(a). REIMBURSEMENT/RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & POL)**

As per Works Deptt's letter No. 126061W dt. 24.12.2012

40. Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below:

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

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

In the situation where the period of completion is initially stipulated in the agreement as less than 18 (eighteen) months but subsequently the completion period has been validity 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:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

V_m = Increase or 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 = The 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 = That 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 materials component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause 40 (a) below.

40(a) (ii): **REIMBURSEMENT/RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN AND PIPES NOT ISSUE DBY DEPARTEMNT) 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 works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval of tender accepting authority subject to following conditions.

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

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

The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement/recovery shall be determined as follow.

a) **Adjustment towards differential cost of cement**

V_c = $(C_i - C_0) / C_0 \times$ 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_i = 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_o = 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 = $(S_1 - S_o) \times$ 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_i = Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

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

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

V_o = $(B_1 - B_o) \times$ Actual quantity of bitumen utilized in the work during the quarter under consideration.

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

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

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

d) **Adjustment towards differential cost of Pipes**

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

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

R_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_i = All India Whole sale 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_o = 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.

40.(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 works executed during the stipulated period and during the validity extended period when the delay in completion is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed 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:

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

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

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

PI = Percentage of labour component of the work, as indicated in the clause 40 (d).

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

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

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

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_f = Percentage of P.O.L. component of the work, as indicated in the 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_j = All India Wholesale price index for Fuel, Oil and Lubricant (High Speed Diesel) 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, 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.

F₀= 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.

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

PERCENTAGE TABLE

Sl. No	Category of works		% Component (cost wise)		
			Labour (P _i)	POL (P _i)	Steel + Cement + Bitumen + Other Materials*
1	R&B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building Works	25	-	75
2	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. Work	Structural works	25	5	70
		Pipeline works	5	-	<u>Pipe - 70%</u> *Other material - 25%
		Sewer Line	10	-	<u>Pipe - 70%</u> *Other material - 20%

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

40.(e) APPLICATION OF ESCALATION CLAUSE:

- (a) 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 Officer / 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 Officer-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.
- (b) 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 on 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.

Note: The above clause '31' is subject to modification / replacement or even deletion depending upon the decision of the Government. A fresh clause may be inserted in the agreement on variation of price if the Government of Odisha so decide.

41. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
42. All items of work as per schedule of quantities of this tender should confirm to Odisha Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for prestressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.
43. Centering & Shuttering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
44. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
45. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
46. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
47. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
48. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
49. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.
50. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
51. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances
52. **Deleted**
53. The tenderer 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 Bid shall be

debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in **Schedule-F** and information in **Schedule-E**.

54. It should be clearly understood that:
- a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
 - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Dy. Executive Engineer / Assistant Engineer or Sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 - d) Plain concrete and reinforced concrete specimens will be tested in *Quality Control and Research Laboratory as per direction of Officer / Engineer-in-charge*. Cost of testing of all specimens and samples will be borne by the Contractor.
55. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
56. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000.00. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
57. Deleted
58. 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.~~
59. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage

or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.

60. 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.
61. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill as TDS(Tax Deduction at Source), where Agreement Value is Rs.2.5 lakhs and above & 1% of the gross amount of the bill will be deducted from the contractor's bill towards CESS as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare CESS Act.1996.
62. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
63. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
64. 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.

65. **Performance Security:**

Additional performance security :

Amendment to Para 3.5.5 (V) Note - II of OPWD Code Vol.- I by Modification vide Works Deptt. O.M. No.4559/W dt.05.04.2021

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 Additional Performance Security (A.P.S) as per the tabular form given below** in shape of Term deposit Receipt pledged in favour of the Divisional Forest Officer, Balasore Wildlife Division , Balasore / Bank Guarantee in favour of the Divisional Forest Officer, Balasore Wildlife Division , Balasore from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder.

SI No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
i.	Below 5%	No Additional Performance Security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

66. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.
67. 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 Holders belonging to the state of Odisha. Likewise '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 Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the tender documents vide **Schedule-G**.
68. 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.
69. All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.
70. Bailing out of water from the foundation, pipeline trenches S. Tanks/ Soak pits/ Sumps/ M.H. etc. either rainwater or sub-soil water, if necessary, should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
71. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
72. The Contractor will have to submit to the Divisional Forest Officer, Balasore Wildlife Division, Balasore monthly return of labour both skilled and unskilled employed by him on the work.
73. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
74. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
75. The Tenderer should furnish along with their tender
- (a) A list of works, which are at present in their hand (**Schedule-B**)

(b) Deleted

(c) Deleted

76. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.
77. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
78. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at any of the *Departmental Control and Research Laboratories*, at the cost of the Contractor with no extra cost to the Department.
79. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
80. The K. B. Bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in Charge before use in the work and should confirm to the minimum strength and other criteria as per National Building Code.
81. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
82. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
83. Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for ~~more than two works (Excluding this work) during the current financial year.~~ The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
84. 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.
85. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
- (a) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in- charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works

and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.

- (b) The tests have to be planned & carried out such that the progress of work is not hampered.
- (c) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.

- 86. In case of ambiguity between clauses of this D.T.C.N. and the **P-1** contract form, the relevant Clauses of the **P-1** contract form shall prevail over the D.T.C.N. The clauses not covered under **P-1** contract form shall be governed by the clauses of the D.T.C.N.
- 87. 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.
- 88. Schedule of quantities is accompanied in **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.
- 89. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer 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 Executive Engineer is final and binding on the contractor.
- 90. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
- 91. 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.
- 92. If the contractor 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 contractor or from his security deposit or from the proceeds of sale thereof.
- 93. The selected contractor may take delivery of departmental supply according to his need for the work issued by the *Divisional officer in-charge* subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.

94. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
95. All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the P.W.D. store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
96. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
97. 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 Officer-in Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
98. **Odisha Bridge & Construction Corporation Ltd.** will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No-285 date- 17.04.1974. The **Odisha Construction Corporation** will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
99. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Officer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
100. **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.
101. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Officer-in-Charge to be amended and made good by the contractor at his own cost unless the Officer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the

contractor the cost of making good the works. The contractor is also required to maintain the road/ building for **12 (Twelve) months** from the date of successful completion of the work.

102. From the commencement of the works to the completion of the same, they are to be under the contractor charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
103. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant. I.S. Code / I.R.C. code / MoRT&H specifications.
104. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Executive Officer / Engineer (Executive Engineer) and to be submitted to the Officer-in charge every month.
105. 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.
106. 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.
107. The rates quoted by the contractor shall cover the latest approved rates of Labours, Materials, P.O.L. and Royalties. Arrangement of borrow areas i.e., Land, Approach Road to the building site etc. are the responsibility of the contractor.
108. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. **The quoted rates will be inclusive of this.**
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 works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as 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 competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Officer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.

110. Number of tests as specified in I.R.C. / MORT & H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House /Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
111. Even qualified criteria are meet, 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.
112. 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 disincentives against the tenderer.
113. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid :

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

114. Deleted

115. **ELIGIBILITY CRITERIA:**

To be eligible for qualification, applicants shall furnish the followings. Non-furnishing of the following particulars shall be treated as ineligible.

- (a) Required **Bid Security Declaration** as per the **clause No. 07** and **Cost of Bid document as per Clause No.06. Bid Security/Earnest Money Deposit (E.M.D.)** as appeared in various clauses of the Detailed Tender Call Notice (DTCN) shall be governed by the **Bid Security Declaration** as per the Works Department O.M. No. 4710 dt.12.04.2022 of Works Department, Government of Odisha. In the event of non-fulfillment of the conditions of DTCN, the bidder shall be debarred for a period of 180 (one hundred and eighty) days for tendering for execution of all type of works/ supply etc. under the Govt. of Odisha in addition to other penal actions. This condition will remain in force up to 31st Dec' 2021.

- (b) Clear *Scanned copies of valid Registration certificate, GSTIN and PAN card which are mandatory to be uploaded by the bidder. The successful lowest bidder will produce the original certificates preferably within 5 (five) days of the tender for verification purpose otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.*
- (c) **Clear Scanned copy for information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in schedule "E" and clear scanned copy of affidavit to that effect including authentication of tender documents in schedule "F" conforming with the work furnished in the bid & submit original affidavit in Schedule-F before opening of bid, failing which the bid will be rejected as per Clause No.38 & 53 of DTCN. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A. Non-submission of information in Schedule-A, bid will be rejected.**
- (d) License criteria as per **Clause No. 01 of DTCN.**

116. **Time Control:** - (Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

- (a) Progress of work and Re-scheduling programme.
 - i) Executive Officer / Officer-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.
 - ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Officer-in-Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
 - iii) To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 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.
 - iv) If at any time it should appear to the Officer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Officer-in Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
 - v) 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.
 - vi) The Officer-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.

b) **Extension of the Completion Date.**

- (a) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- (b) As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Officer-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.
- (c) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Officer-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 Officer-in- Charge to proceed with the works.
 - (1) Force majeure, or
 - (2) Abnormally bad weather, or
 - (3) Serious loss or damage by fire, or
 - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - (5) Delay on the part of other contractors or tradesmen engaged by Officer-in-Charge in executing work not forming part of the Contract.
 - (6) 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
 - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- (i) 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.
- (ii) 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 Officer-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 Officer-in-Charge and this shall be binding on the contractor.

i) Compensation for Delay.

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

d) Management Meetings

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

Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):- To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

117. ANNEXURE-A(Works Department, Odisha Bhubaneswar Letter No15847 dt.19.11.2019).

Price Adjustment

117.1: Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in following Paras.
- (c) Following expressions and meanings are assigned to the work done during each month:
R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month It will exclude value for works executed for extra items under variations.

117.2: To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs

The formula (e) for adjustment of prices are:

117(a) (i): Adjustment of Other Materials Component

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

$$V_M = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

V_M = increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_0 = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and industry, Government of India, New Delhi.

M_1 = The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_M = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

117(a) (ii): Adjustment for Cement Component

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula.

$$V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

V_c = increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement

C_o = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

C_1 = The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry Government of India, New Delhi.

P_c = Percentage of Cement Component of the work

117(a) (iii): Adjustment for Steel Component

Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

V_s = increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

S_0 = The all India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry Government of India, New Delhi.

S_1 = The all India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_s = Percentage of steel component of the work

Note: For the application of this clause, index of (Mild Steel long products) has been chosen to represent steel group.

117 (a) (iv): Adjustment of Bitumen Component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen.

B_0 = The official retail price of bulk bitumen at the IOC / BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

B_1 = The official retail price of bulk bitumen at IOC / BPCL depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

117(a) (v): Adjustment towards differential cost of Pipes.

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$$V_{pi}=0.85 \times P_{pi}/100 \times R \times (P_{i1}- P_{i0})/P_{i0}$$

V_{pi} =Differential cost of pipe i.e., amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

P_{pi} =Percentage of pipe component of the work

P_{i1} =All India Whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi

P_{i0} =All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

117(b): Adjustment of Labour Component

Price adjustment for increase or decrease (in the cost due to labour shall be paid in accordance with the following formula.

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

V_L = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

L_0 =The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L_1 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

P_l = Percentage of labour component of the work.

117(c) :Adjustment of POL (fuel and Iubricant) Component

Price adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f=0.85 \times P_f/100 \times R \times (F_1- F_0)/F_0$$

V_f =Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

F_0 =The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOC / BPCL/ HPCL at nearest center on the day 28 days prior to the date of opening of Bids.

F_1 = The official retail price of HSD at the existing consumer pumps of IOC / BPCL/ HPCL at nearest center for the 15th day of the month under consideration.

P_f =Percentage of fuel and lubricants component of the work.

Note: For the application of this clause, the price of High-Speed Diesel oil has been chosen to represent fuel and lubricants group.

117(d): Adjustment for Plant and Machinery Spares Component

Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

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

V_p - Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares

P_0 - The all India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_1 - The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_p - Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has been chosen to represent the Plant and machinery Spares group.

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993-94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 and 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series.

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1	Cement	Grey cement	Ordinary Port land cement
2	Bars & rods	Rebars	Mild steel long products
3	Heavy Machinery & parts	Construction Machinery	Manufacturer of machinery for mining, quarrying & construction

117(e): APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and 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 Officer-in-Charge, furnish documents to

be verified in such a manner as the Officer-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 POL give notice thereof to the Officer-in-charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P _l)	POL (P _f)	Steel (P _s) + Cement (P _c) + Bitumen (P _b) + Pipes (P _{pi}) + Plant & Machinery spare & component (P _p) + other Materials*
1	R&B works (% of component)	Road works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2	Irrigation works (% of component)	Structural work	5	5	90
		Earth, canal & Embankment work	5	5	90
3	P.H work	Structural work	5	5	90
		Pipeline work	5	5	<u>Pipe -70%</u> * Machinery + Other material - 20%
		Sewer Line	5	5	<u>Pipe -70%</u> * Machinery + Other material - 20%

*Note: - Further breakup may be worked out considering the consumption of cement, steel, bitumen, pipe & plant & machinery spare component in the concerned works and shall be provided in the bid document in shape of "schedule of adjustment data" as an "Appendix to Bid". (Enclosed herewith).

**Appendix to Bid
Schedule of Adjustment Data**

[For all works, adjustment factor for Labour and POL shall be considered @ 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document].

Sl. No.	Index description	Source of index	Weightage of Item**
1	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt of India, Ministry of Commerce and industry	54.10%
2	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic, Advisor to the Govt. of India, Ministry of commerce and industry.	12.31%
3	Steel	Whole sale price index for steel (Mild steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India. Ministry of Commerce and Industry.	22.93%
4	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot	
5	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry Commerce and Industry.	
6	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India	5.00%
7	POL	Official retail price of HSD at nearest IOCL/HPCL/ BPCL Consumer pump depot.	5.00%
8	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and industry.	0.66%
		Total	100%

* Values to be filled up at the time of drawl of contract.

* Values to be filled up in the bid document.

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

119. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor may be blacklisted.
- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work / tendering process.
 - b) Involvement in any sort of tender fixing.
 - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d) Persistent and intentional violation of important conditions of contract.
 - e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
 - f) Submission of false/ fabricated / forged documents for consideration of a tender.
120. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.
121. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender: -
- i) The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
 - ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.
 - iii) Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.
- (1) If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct
 - (2) If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.
 - (3) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
 - (4) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (5) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
 - (6) The bidder shall write his name in the space provided in the specified location in the protected Bill of Quantities (BoQ) published by the Officer Inviting tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess of less up to **two decimal place only** in case of percentage rate tender.
 - (7) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.

- iv) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- vi) The period of completion is fixed and cannot 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.

Total 121 (One hundred twenty-one) Clauses

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-charge of work and compressive cube test before commencement of work each batch)
2	Steel	I.S. 2062 and IS :1786 (SAIL / TATA/ JINDAL STEEL/ SHYAM STEEL / RINL MAKE)
3	Vibrator	I.S. 7246
4	Aggregate	I.S. 383, I.S. 515
5	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025
6	Sand/Fine Aggregate	I.S. 2116, 383
7	Binding Wire	I.S. 280 (galvanized minimum 1 mm)
8	Rain water pipe	I.S. 2527
9	Construction joints	I.S. 3414
10	Steel Window Frame	I.S. 1038/83
11	Steel door Frame	I.S. 4351/75
12	Fittings & Fixtures for joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge

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

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part - I & Part - II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part - I & Part - II)
12. DPC shall be with conformity to I.S.3067
13. Tarfelt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part - I & Part - II) I.S.1661
16. Pile foundation shall be with conformity to I.S.2911-1979

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

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.

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

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

Signature of the tenderer.

SCHEDULE-C

Deleted

SCHEDULE-D-1

Deleted

SCHEDULE-D-2

Deleted

SCHEDULE "E"

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

- | | | | |
|----|----|--|----------|
| 1. | a) | Is the tenderer currently involved in any litigation relating to the works. | Yes / No |
| | b) | If yes: give details: | |
| 2. | 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:**
- i. **Strike out whichever is not applicable**
 - ii. **If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.**

Signature of the Tenderer

AFFIDAVIT

(To be given separately for each partner of a joint venture)

I Sri _____ aged _____ years, S/O _____

Vill.- _____, PO: _____, Dist. _____ do hereby solemnly affirm and state as follows.

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 have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby 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.

N.B:- If a joint venture to be given separately for each partner.

(Signed by an Authorized Officer of the firm)

Title of Officer:

Name of Firm:

Date:

SAMPLE FORMATS
UNDER TAKING

This is to certify that

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.
2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.
3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha or other gazetted officer retired from Government service during last two years without prior permission of the Government of Odisha in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid.

Signature of the Tenderer.

- Note:
- i. Strike out whichever is not applicable
 - ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

RELATIONSHIP DECLARATION

To,

**The Tender Inviting Officer,
Subject: (Name of the Work)
Reference: (Bid reference number)**

Sir,

Pursuant to clause 2 of the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the _____ Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

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

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

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely,
Signature of the Tenderer.

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.]

Contact Details of Bidder

Name of the Agency	
At- PO- PS- Dist-	
Postal PIN Code	
Phone No	
Cell-phone no.	
e-mail ID	

Signature of the Tenderer.