



GOVERNMENT OF ODISHA,

**FOREST, ENVIRONMENT
AND
CLIMATE CHANGE DEPARTMENT**

DETAIL TENDER CALL NOTICE

FOR THE WORK

**CREATION OF WATER BODY
AT CHAULAKHAI UNDER BADAGADA RANGE**

**OFFICE OF THE DIVISIONAL FOREST OFFICER,
GHUMSUR SOUTH DIVISION, BHANJANAGAR.**

Procedure to participate in online bidding e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process. Contractor not regisertered with Government of Odisha, can participate in the e-procurement after necessary enrolement in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
 - a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to* select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - b. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
 - c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
 - d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.
- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

- 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Divisional Forest Officer, Ghumsur South Division as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
 - 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to check the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.
2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
 - 2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.
 - 2.2 Deleted.

- 2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to 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.
 - 2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
 - 2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the ***Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids***. .
3. **FORMAT AND SIGNING OF BID: (Logging to the Portal)**-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.
- The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.
- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
 - 3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for 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.
 - 3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
 - 3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
 - 3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS:-

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar

nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

- 3.4. Bidders are to submit only the original BOQ (in xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 3.6. 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 items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 3.8. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 3.12. The bidder should check the system generated confirmation statement on the status of the submission.
- 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 3.17. The 'Online bidder' shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

- 4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- 4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

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

RESUBMISSION AND WITHDRAWAL OF BIDS:

- 5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh. 5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6. LATE BIDS :

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

7. MODIFICATION AND WITHDRAWAL OF BIDS :

- 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

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

- 8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
- 8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/in-Charge Officer, the bids will be opened at the appointed time on the next working day.
- 8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
- 8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

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

- 8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit
- 8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid, if also the accepting authority shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

- 8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern D.F.O/ Head of Department.
9. CLARIFICATION AND NEGOTIATION OF BIDS:
- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.
10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:
- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ D.F.O. shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the D.F.O. will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the D.F.O. with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.
11. BLOCKING OF PORTAL REGISTRATION
- 11.1 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.
- 11.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 11.3 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 D.F.O/ Heads of Office if any of the following provisions are violated.
- 11.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 11.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
- 11.3.3 Fails to execute the agreement within the stipulated date.
- 11.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
- The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a. It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b. Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c. Reporting and accounting of the e-receipts will be made from a single source.
 - d. Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a. Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e- Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b. The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a. **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b. **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

- c. **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
 - d. **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
 - e. **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
6. **Settlement of Cost of Tender Paper;**
- a. **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
 - b. For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
 - c. Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
 - d. Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
 - e. Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.
7. **Settlement of Earnest Money Deposit on submission of bids:**
- a. The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.
8. **Forfeiture of EMD :**
- Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a. In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b. The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102- P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c. By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. **Role of the Banks:**

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

10. **Role of State Procurement Cell:**

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

end of the day activity.

- f. e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g. Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h. e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

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

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

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

Applicability and modification of existing rules / orders:

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

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

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

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

GOVERNMENT OF ODISHA
OFFICE OF THE DIVISIONAL FOREST OFFICER:
GHUMSUR SOUTH DIVISION, DETAILED TENDER CALL NOTICE

1. Percentage rate bids invited only on “**ON LINE**” from ‘**C**’ & “**D**” **Class** contractors registered with the state Government and contractors of equivalent grade / class registered with Central Government / Railway / Military Engineering Services for execution of Civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P₁ for the work “**Creation of Water Body at Chaulakhai under Badagada Range**” at an estimated cost of **Rs.6,27,475/-** (Rupees Six Lakh Twenty Seven Thousand Four Hundred and seventy Five) only.
2. The Bid Documents will be available in the website: www.tendersorissa.gov.in / <https://tenders.ori.nic.in/nicgep/app> **from 10.00 A.M. of dated 30.11.2025 to 05.00 P.M. of dated 09.12.2025** for online bidding. Bids shall be received only “on line” on or before **5.00 P.M. of dated 09.12.2025**.
3. Bids received on line shall be **opened at 11.30 A.M. on dated 11.12.2025** in the office of the Divisional Forest Officer, Ghumsur South Division, Bhanjanagar in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
4. The bidder must possess compatible Digital Signature Certificate DSC of Class-II or Class-III.
5. The cost of Bid documents is to be remitted on line for **Rs.4,000.00 (Rupees Four thousand only)** towards cost of each bid respectively.

The bidder shall remit the Earnest Money Deposit / Bid Security online as part of bid of the amount @ 1% (one percent) of the estimated cost put to tender of **Rs.6,27,475.00** rounded to nearest hundred rupees i.e. **Rs.6,300/- (Rupees Six Thousand three Hundred)** only as Earnest Money Deposit.

Further, the successful bidder has to submit the EMD & ISD @ 2% of accepted amount in shape of Term Deposit Receipt of Schedule Bank / Nationalized Bank / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Divisional Forest Officer, Ghumsur South Division, Bhanjanagar and the EMD submitted through online will be refunded through online automatically.

7. The tender should be strictly in accordance with the provision as mentioned in the tender schedule. Any change in the wordings will not be accepted.
8.
 - a) The intending bidders are required to produce documents viz original Registration, valid GST Registration / clearance Certificate, GSTIN, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, preferably within three working days from the date of opening of the tender. Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
 - b) Engineering contractors who are desirous to avail the facility of exemption of EMD are required to submit the scan copy of affidavit along with bid document to the effect that he/she had not yet availed the facility during current financial year as per codal provisions. They are also required to produce their original registration license at the time of awarding of work for necessary entry, failing which his/her tender(s) will not be entertained and thus liable for rejection.
 - c) The ST/SC contractors willing to avail the facilities as fixed by Govt. will submit scan copy of the affidavit for the same along with tender document, otherwise they will not be entitled to avail such facilities.
9. **No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.**

10. The tender may not at the discretion of the competent authority be considered unless accompanied by attested true copies of the valid registration certificate, valid GST clearance certificate and PAN cards which are mandatory and the original certificate of only first and second lowest bidders will be verified.
11. The work is to be completed in all respects within **03 (Three) calendar months**. Tenderer whose tender is accepted must submit a work programme at the time of execution of Agreement.
12. All tender received will remain valid for a period of 90 (ninety) days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the department.
13. **Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006)**
In case of Percentage Rate tender,:-
 - i. The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document. **The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.**
 - ii. **GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill by submission of GST invoice for receiving the payment.**
 - iii. The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.
 - iv. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more 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.
 - v. In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - vi. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - vii. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - viii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
14. The tenderers shall carefully study the tentative Drawings and specifications applicable to contract and all the documents which will form a part of the agreement to be entered into by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are for sale. Complaints at a future date that plans and specifications have not been seen by tenderers cannot be entertained.
15. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during execution as per actual necessity and detail test conducted. But the tendered rates (Percentage) 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 D.F.O as and when required.
16. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarry and satisfy himself about the quality and availability of materials. In every case the materials must comply with relevant specifications. Complaints at a future date that the availability of materials at quarries have been misjudged cannot be entertained.
17. The offer of tender shall be inclusive of cost of construction and maintenance of Island, fair service, fair weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.

18. 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 all the offices issuing the documents and office of the undersigned during office hours every day except Sundays and Public Holidays till last date of sale and receipt of the tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that the tenders must be received in order and according to the instructions.
19. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trail borings shown in the cross section.
20. Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidders who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security (APS) as per table given below in shape of Term Deposit receipt pledged in favour of Divisional Forest Officer, Ghumsur South Division, Bhanjanagar / Bank Guarantee in favour of the Divisional Forest Officer, Ghumsur South Division, Bhanjanagar 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 shall be cancelled and the Earnest money Deposit / Bid Security shall be forfeited. Further proceeding for black listing shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department office Memorandum No.14459/W dated 20.09.2018.

Sl. 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)

21. The tenderer containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notices. Any change in the wording will not be accepted.
22. Letters etc. found in the tender box for raising or lowering the rate or dealing with any point in connection with the tender will not be considered.
23. a) A schedule of quantities accompanies with the tender document, 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 alternations or omission, deductions or additions as set forth in the condition of contract and such omissions, deduction, additions or alterations shall in no way invalidate the contract and no extra monetary compensation will be entertained.

b) Two sets approved Drawing for the work shall be issued to the contractor by the D.F.O only once free of cost and one of these sets should always be made available at site to the inspecting officers during inspection for and additional set, the contractor has to pay the cost which will be decided by the D.F.O. The contractor will keep the drawings in the safe custody.
24. The Department reserves the right of authority to reject any or all tenders received without assigning any reasons thereof what-so-ever.
25. The earnest money will be retained in the case of Successful tenders and will be dealt with as per the terms and conditions of the O.P.W.D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenders on application.
26. The bidder / tenderer whose bid has been accepted will be notified of the award by the D.F.O. 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 D.F.O. 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 contract, subject only to the furnishing of a performance security (Initial Security Deposit) in the form of National Savings Certificates/ Kisan Vikash Patra / Post Office Time Deposit Account/ Post Office Savings Bank Accounts / Deposit Receipt of Schedule Bank duly pledged in favour of the Divisional Forest Officer, Ghumsur South Division, Bhanjanagar and in no other form shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. form No. P-1 for the fulfilment of contract in the office of the Divisional Forest Officer, Ghumsur South Division, Bhanjanagar or as directed. The security deposit together with the earnest money and the amount with held according to the provision of P-1 agreement shall be retained as security for the due fulfilment 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 / D.F.O 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 D.F.O. 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.

Full refund of Security deposit is to be made one year after the date of completion of the work provided final bill has been paid and defects if any rectified and will not carry any interest. However, incase of projects executed with externally aided fund security deposit is to be refunded as outlined therein. In case, however, where refund of security is delayed for non-payment of final bill, the two percent of the security deposit recovered as earnest money and initial security deposit may be refunded and the balance of the deposit may be refunded after payment of the final bill.

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

The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the contractors and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorised to enter into the contract on behalf of the Govt.

27. That for the purpose of jurisdiction in the event of dispute if any of the contract would be deemed to have been entered into within the state of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the state of Orissa.
28. The contractor should be liable to fully indemnify the department for payment of compensation under workmen compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
29. Tenderers are required to abide by the fair wages clauses as introduced by Govt. of Orissa, Works Department letter No. VIII R 8/5225 dtd.26.2.55 and No. IIM 56/6 28842 (5) dt.27.9.61 as amended from time to time.
30. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum wages act the Divisional Forest Officer 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 officer of the Govt. The contractor shall not employ child labour. The decision of the Divisional Forest Officer is final and binding on the contractor.
31. The tenderers shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category

a) Rent, royalties and other charges of materials, entry tax, all other taxes including VAT, ferry, tolls conveyance charge and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.

b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.

c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.

d) Fees and duties levied by the Municipal, canal or water supply authorities.

e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.

f) Suitable fencing barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.

g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the Workmen compensation act.

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

32. 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 clean and this should be inclusive of the rates.

33. No payment will be made for bench marks, level pillars, profiles and benching and levelling the ground where required. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and incidental items of works.

34. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of works or extra quantity of any items besides estimated amount unless written order is obtained from the D.F.O and rates settled before the extra items of work or extra quantity of any items of work is taken up.

35. The tenders 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.

36. If any further necessary information is required, Divisional Forest Officer, Ghumsur South Division, Bhanjanagar will furnish such but it must be clearly understood that the tenders must be received in order and according to instructions.

37. a) No Relation Certificate :

The contractor should have to furnish certificate along with the tender to the effect that he is not related to any officers in the state Forest Department or Assistant/Under Secretary & above in the FE&CC Department, Govt. of Orissa. If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and he shall be liable to make good the loss or damage resulting from such cancellation. The proforma for no relationship certificate is contained in a separate sheet of D.T.C.N.

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/ We am /are related / not related to any officers in the state Forest Department or Assistant/Under Secretary & above in the FE&CC Department, Govt. of Orissa. I/We am/are aware that if the facts subsequently proved to be false my / our contract will be rescinded with forfeiture of E.M.D & 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.

Signature of the tenderer

Date.

b) Each tenderer must submit along with tender a note regarding his previous experience on construction of building works. The following details must be given otherwise the tender is liable to be rejected at the discretion of the authority.

i) Name of the building:

ii) Estimated cost:

iii) Date of commencement :

iv) Date of completion :

v) Other details if any :

In addition to the above information the proforma contained in the separate page of D.T.C.N. should also be filled in support of previous experience of the tenderer.

38. Tenderers are required to go through each clause of P.W.D. form P-1 carefully in addition to the clause mentioned herein before tendering.
39. All reinforced cement concrete works should confirm to Orissa Detailed Standard specifications, I.R.C. and I.S.I Codes and Bridge Code sections I, II, III, IV, and VII and latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT&H. Govt. of India.
40. Shuttering and centering shall be with seasoned hardwood planks inside of which shall be lined with suitable sheeting and made leak proof and water tight or alternatively steel shuttering and centering may be used.
41. 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.
42. Concrete should be machine mixed unless otherwise ordered in writing by the Divisional Forest Officer. The contractor should arrange his own concrete mixer, vibrator, pumps etc. for this purpose at his own cost.
43. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
44. The tenderer / contractor must have to arrange all the materials like (Steel, Cement, Bitumen, Paint etc.) of approved quality and specification from approved manufacturer and got it tested in the Departmental Laboratory and approved by the Department before use required for the work at his own cost for completion of the work within the time schedule and the department will not be responsible at any time for supply of required materials. No extension, escalation of price on such account shall be entertained in future on the application of the contractor due to delay in procurement of materials.

Further, while furnishing the work bills, the contractor has to produce documentary evidence in support of procurement of materials viz. invoices, cash memos etc. The documents must be produced in case of all consumables viz. bitumen, cement, steel, paints etc. In the absence of documentary evidence, the bills are liable for rejection.

Cost of empty cement bag and empty Bitumen drums is deducted from the estimated cost, hence no deduction for aforesaid items is to be made from the bill and empty cement bag and empty Bitumen drums will not be accepted back by the departments.

45. The contractor has to arrange the samples or materials required for execution to be got testing and approved by the department before taking of the work and during course of execution required from time to time. All such samples are to be tested at Government Test House, Alipur or at Control and Research Laboratory, Bhubaneswar / Berhampur at the cost of the contractor with no extra cost to the department.

Samples of stone metal and chips etc. to be used are to be deposited noting the name of the quarry under dated initials of the tenderer in the office of the Divisional Forest Officer, Ghumsur South Division before procurement of the work for testing and acceptance.

46. However, the selected tenderer / contractor may take delivery of department supply according to his need for work issued by the Range Officer 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 watchman etc. will be borne by the Department. The Department is not responsible for considering the theft 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 P1 agreement. The cost of such materials if available and supplied by the department will be recovered at the local market rates provided at the time of execution or at the issue rate of department prevailing at that time whichever is higher. However, the department is not binding to supply of materials as required by the tenderer.
47. The contractor will be responsible for the miss-use, loss or damage of any departmental materials during transit, execution of the work due to any reasons what-so-ever and the cost of such materials will be recovered from the bills or other dues at stock issue rates or market rates whichever is higher.
48. If the contractor removes Government materials supplied to him from the site of work with a view to dispose off 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 the price of the materials according to the stock issue rates or market rates 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.
49. 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 rates of issue of such materials will be at the stock issue rates inclusive of storages charges or rates fixed by the Department or current market rate whichever is highest.
50. All 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, Tor steel, M.S Angles, Tees and joist 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.
51. M.S./ Tor Rods, plates and structure 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 D.F.O. (wastage of bars and unnecessary lapping will not be considered for measurement and payment).
52. Though Departmental issue of cement, steel etc. 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 manufactures, 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.
53. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyances.
54. Cost of empty cement bag and empty Bitumen drums is deducted from the estimated cost, hence no deduction for aforesaid items is to be made from the bill and empty cement bag and empty Bitumen drums will not be accepted back by the departments.

55. Measurement of earth work inroad embankment will be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earthwork from cutting will be economically utilised in filling.
56. The box heaps of 1.5m. x 1.5m. x 0.44m. is to be measured as 1 Cum. for stone products.
57. The tenderer should furnish along with their tender a list of works, which are at present in their hand / executed in the prescribed proforma as given below.

CERTIFICATE OF LIST OF WORKS IN HAND

I/ We do hereby certify that at present the following works are in my / our hand.

Sl.No.	Particulars of work now in hand	Amount of each work	Period in which the work is stipulated to be completed (in months)	Approximate value of work done against each work on the date of submission of Tender	Department under which the work in being taken up
1	2	3	4	5	6

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

Signature of the tenderer

Date:

CERTIFICATE OF LIST OF WORKS EXECUTED:

I/ We do hereby certify that the following works have been executed by me / us in the past.

Sl.No.	Particulars of work already executed	Approximate amount of each work	Name of Deptt. under which the works executed	Period of commencement and period of completion	Whether the work were completed in stipulated period.
1	2	3	4	5	6

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

Signature of the tenderer.

Date:

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

59. (a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts and nuts as will be directed by the D.F.O.
- (b) Concrete test specimens 150 mm. x 150 mm. x 150 mm 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 Asst. Conservator of Forests or Range 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 / Bhubaneswar / Berhampur. Test should be carried out in accordance with the stipulation in Bridges code section III / IRC / ISI / MoRT&H specifications.
- © 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 test specimen did not give a correct indication of the actual quality of concrete.
- (d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Control and Research Laboratory at Bhubaneswar / Berhampur. Cost of testing all specimen and samples be borne by the contractor.
60. Concrete of strength below the required strength (as determined by actual tests) shall not be accepted.
61. No claim for carriage of water what-so-ever will be entertained.
62. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his own cost if the work as shown in the tender exceeds Rs.2,50,000/- The apprentices will be selected by the D.F.O. 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 personal of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the D.F.O. in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
63. Super class contractor shall employ under himself two graduate Engineer and two Diploma Holders belonging to the state of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Orissa, Like-wise 'A' Class contractor shall employ under him one graduate Engineer or to Diploma Holders belonging to state of Orissa. The contractors shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in-chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the contractor. The names of such engineering personal appointed by the contractor 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 personal 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 9-7-1991). The required certificate is to be furnished in the profoma as given below.

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 the 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

Date :-

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

65. The Orissa Bridge & Construction Corporation Ltd will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No. 285 dtd.17.4.1974.

The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tendered amount (where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

66. **AMENDMENT TO EXISTING CLAUSES:**

By submission 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 materials 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, entry tax, 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 D.F.O. of the work and his authorized subordinates. After acceptance of the contract rate, Government will not pay any extra charges for any reasons in case the contractor claims later on to have misjudged as regards availability of materials, labour and other factors. **The rates quoted by the contractor shall be excluding GST. GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill by submission of GST invoice for receiving the payment.**

67. The prevailing percentage of I.T. Department of the gross amount of the bill and surcharge as applicable will be deducted from the contractor's bill towards Income tax.

68. **The prevailing rate of GST as applicable under ACT on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.**

69. As per Labour & Employment Department Resolution No.12653-LE dtd.15.12.2008 and as per Orissa Gazette No.2306 dtd.18.12.2008 Labour Cess @ 1% will be deducted from the gross amount of the contractor's bill.

70. The contractor is required to pay royalty to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Divisional Forest Officer with their bills, failing which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

For this work the Royalty to be deducted from the bill is as below as per Letter No.38234 dtd.10.11.2022 of Revenue & Disaster Management Department, Govt. of Odisha for realization of additional charge along with EMFG & DMF from the work bills of works.

A) Stone Products – Rs.130.00 + Rs.19.50 (EMF & DMF) + Rs.102.00 (Addl. Charge) = Rs.251.50 per Cum

B) Sand - Rs.35.00 + Rs.5.25 (EMF & DMF) + Rs.165.00 (Addl. Charge) = Rs.205.25 per Cum

71. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

72. Under section 12 of Contract Labour (Regulation and Abolition Act. 1970) the contractor who undertakes execution of work through labour should produce valid licence from licencing authorities of Labour Department.

73. **SAMPLE OF ALL MATERIALS**

The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be required by the concerned Divisional Forest Officer.

74. **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 the tender the contractor shall take into account of the above aspects.

75. **Price Adjustment**

31.1 : 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 of extensions granted by the D.F.O. 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.

31.2: 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:

31(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.

31(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_0 = 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.

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

(iii) 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 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 (Mid 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 (Mid 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 (Mile Steel long products) has been chosen to represent steel group.

31(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.

31 (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.

31(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 = $0.85 \times P_1 / 100 \times R \times (L_1 - L_0) / L_0$
- 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_1 = Percentage of labour component of the work.

31(c): Adjustment of POL (Fuel and Lubricant) Component

- (V) Price adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula:
- V_f = $0.85 \times P_1 / 100 \times R \times (F_1 - F_0) / F_0$
- 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_1 = 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.

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

- (vi) 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 spared 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 Road', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 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 Portland cement
2	Bars & Rods	Rebars	Mild steel long products
3	Heavy Machinery & parts	Construction machinery	Manufacture of machinery for mining, quarrying & construction

31 (e): APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and 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 D.F.O, furnish documents to be verified in such a manner as the D.F.O. 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 D.F.O. stating that the same is given pursuant to this condition along with information relating to there to which he maybe in a position to supply.

Percentage Table

Sl. No.	Category of works		% of Components (Cost wise)		
			Labour (P _i)	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 Works	5	5	90
		Earth, Canal, & Embankment work	5	5	90
3	P.H. Works (% of component)	Structural Works	5	5	90
		Pipeline Work	5	5	Pipe – 70% *Machinery + other material – 20%
		Sewer Line	5	5	Pipe – 70% *Machinery + other material – 20%

Note:- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen, Pipe and 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]

Cl. No.-31 of F2 / P1 Contracts Sl. No.	Index Description	Source of Index	Base value*	Base Date*	Weightage of Item**
31 (a) (i)	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			
31 (a) (ii)	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			
31 (a) (iii)	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			
31 (a) (iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC / HPCL depot			
31 (a) (v)	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 of Commerce and industry			
31 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			5%
31 (c)	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot.			5%
31 (d)	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.			
			TOTAL		100%

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

**Values to be filled up in the bid document.

76. 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 workman ship timing are upon the direction of the D.F.O to be amended and made good by the contractor at his own cost un less the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default, the Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the Building for one year from the date of successful completion of the whole work.

Over and above these conditions the terms and conditions and rules and regulations as laid down in Orissa Detailed Standard Specification and Orissa PWD Code are also binding on the part of this contract.

77. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages 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 works. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.

78. The contractor has to arrange the land required for borrowing earth if necessary for the roadwork at his cost. No extra payment by the deptt. will be made on this account and no claims, what-so-ever, will be entertained on this ground. The rates quoted by the contractor should be inclusive of all such charges.
79. 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 P.W.D. officer-in-charge with their dated signatures and duly noted by the contractor or his authorised agents with their dated signatures. Orders entered in this book and noted by the contractor's agents 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 DFO (Divisional Forest Officer) and to be submitted to the D.F.O. every month
80. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
81. The Contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause of the P-1 contract.
82. Over and above these conditions the terms and conditions and rules and regulations and specifications as laid down in Orissa detailed Standards Specification, Orissa P.W.D. Code, Bridge code and MoRT&H specifications with latest revision / amendment are also binding on the part of the contract.
83. No part of the contract shall be sublet without written permission of the concerned Divisional Forest Officer or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
84. The contractor should attach the certificate in token of payment of deposit with the registration authority as per recent circular of Government relating to his registration.
85. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
86. The rate quoted by the contractor shall cover the latest approved rates of labour, material, P.O.L., labour cess and royalties etc.. Arrangement or borrow areas, land, approach road to the building site etc. are the responsibility of contractor.
87. The rate for each work and 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 percolation of water. The quoted rates will be inclusive of this.
88. The materials, borrow areas, and hutments at sites should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained by the Department.
89. The contractor shall make requisition of claim book from the date of commencement of work from the department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of work, which are not covered by his contract and are claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should also be furnished along with the claims 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 the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th to 16th days of each month for orders of the D.F.O. or competent authority. Claims not made in this manner or the claim books not maintained from commencement of the work are liable to be summarily rejected. The claim book is the property of the P.W.D and shall be finally surrendered by the contractor to the D.F.O. after completion of the work or before rescission of the contract by the department whichever is earlier for record.

90. Numbers of tests as specified in I.R.C. / MoRT&H / I.S.I. specification required for the construction of roads / bridges/buildings or any structural works will be conducted in any Govt. Test House / Department Laboratories / reputed material testing laboratory as to be decided by the D.F.O. Testing charges, including expenditure for collection / transportation of samples / specimen 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 D.F.O. and on both the accounts the cost shall be borne by the contractor.
91. The agencies / contractor executing major works should possess full-fledged field laboratory at work site for conducting required tests as per IRC / MoRT&H / ISI requirements at his own cost for providing sufficient opportunity for testing from time to time.
92. An engineering personal 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.
93. After completion of the Road/Building in all respects, the road furnitures should be affixed by the executing agency indicating location like School, Hospital, Non-horn etc.
94. All the required machineries for the work are to be arranged at site by the contractor at his own cost and department is not responsible for supply of any machinery like Concrete Mixture, Vibrators, Road Roller, Sheep foot roller etc.
95. However, The machineries if available with the Department may be supplied on hire as per charges fixed by the department from time to time subject to the condition that the contractor would execute in advance an agreement with the D.F.O. However, the department is not binding to supply the machineries as required by the tenderer.
96. In the event of any delay in the supply of Departmental Road-roller or other machineries on hire for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
97. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.
98. In case the contractor executing several works he is required to furnish a time schedule for movement of equipments / machinery from one site to work site when work is to be executed.

The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Divisional Forest Officer under whom those are deployed at the time of tendering as to the period by which these machineries are likely to be released from the present contract. Certificate from the Divisional Forest Officer shall not be more than 90(ninety) days old on the last date of receipt of tender.

99. In case the contractor proposes to engage machineries and equipments are asked for in the tender documents, owned or hired but deployed out side the State, he / she is required to furnish the additional 1% EMD / Bid security. The entire Bid security including the additional Bid security shall be forfeited in case the contractor fails to mobilize the machineries with in stipulated time as per the tender document.
100. The contractor intending to higher / lease equipments / machineries are required to furnish to proof of owner ship from the company / person providing equipment / machineries on hire / lease along with the contracts / Agreement / lease deed and duration of such contract.
101. **CONDITIONS FOR ISSUE OF PLANT AND MACHINERY TO CONTRACTORS ON HIRE :-**
Tools and plants will be issued to contractor only if it is desirable in the interest of Government works and if these can be spared without inconvenience to the Department. The sanction of the Divisional Forest Officer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim what-so-ever will be entertained for any delay in supply by the department.

An agreement shall be entered into by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including the refund of security deposit will not be made until the total amount due to Government on account of hire of machinery etc. is recoverable is full. Full amount of hire charges due from the contractor at any time shall be recovered from his next subsequent bill.

All transit and incidental charges in connection with the dispatch of tools and plants and machinery from workshop shed / deposit return thereto will be borne by the contractor.

The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery is made over up to and inclusive of the date its return even though the same day may not have been utilised for any reasons except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the D.F.O when any plant or machinery gets out of order requiring major repairs.

The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hours will include the time required to make up the boiler temperature and bringing plant to the operating condition before the actual start of work.

The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff be leviable. These charges will be fixed by D.F.O. from time to time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the D.F.O.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plant. In the case of concrete mixers, pavers and similar such equipment, the contractor shall arrange to get the hopper cleaned and drums etc. washed at the close of work of each day.

The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and materials etc. on his part. The same will be returned only when they do not require, require major repair, or when in the opinion of the D.F.O. the work or a portion of work for which issued is completed.

The tools and plant shall while in transit and in the custody of contractor be at his sole risk and responsibility for damage and / or loss except fair wear and tear. The damage or loss as assessed by D.F.O. shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of articles lost, the decision of the Divisional Forest Officer shall be final. The contractor shall on or before the supply of the plant and machinery sign an agreement indemnifying the Government against loss or damage to the machine. The contractor shall also be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising from any cause what-so-ever. The contractor shall provide full time choudidar for guarding the plant and machinery at site.

If the articles are not returned within the date regionally specified or extended by the D.F.O, in addition to the normal hire charge, surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time and charged as working time.

In the event of the non-return of the machinery the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other works under the State Public Works Department. The decision of the Divisional Forest Officer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall before taking the possession of the machinery, enter into an agreement with the D.F.O. or his nominee in the form attached.

Log Books for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be attested by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the logbook, the decision of the D.F.O. shall be final and binding on him. Hire charge will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS AND PLANTS

The agreement made the..... of Two thousandbetween (here-in-after referred to as "the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the government of Orissa (here in-after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Whereas the hirer is desirous of hiring the tools and plant of the P.W. Department of the Orissa Government and more particularly specified in the schedule here under between here-in-after referred to as "the tools and plant".

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

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

1) In consideration of the agreement that hire charges be recovered from their bills for works executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Government agrees to let the hirer tools and plant for the period of..... to be computed from the date of delivery of the tools and plants to the hirer at the P.W.D. workshop at Bhanjanagar.

2) The rate of hire charge will be as fixed by the department from time to time.

3) The hirer shall not transfer, assign or sublet or in any way part with the tools and the plant or any part thereof without the previous written approval of the D.F.O.

4) On the expiry of the period of the hire, the hirer shall return the tools and plant to the Public Works Department and workshop/store at Bhanjanagar in the same good condition in which they were received by him.

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

6) The tools and plant shall be open for inspection at all times to the officer of the Government.

7) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the D.F.O. If the hirer operates the tools and plant beyond the aforesaid limit with the prior sanction of the Asst. Conservator of Forests, he shall pay to the Govt. additional hire charges as well as overtime charges for staff for such excess operation at the rate approved by the D.F.O from time to time.

8) In case of break down repairable at the site within the period of three days hire charges as specified in the schedule will be levied except in case of major repairs.

9) Normally the tools and plant will be supplied with operating staff.

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

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

12) The hirer shall make good any loss or damage arising out of causes other than fair wear and tear to the tools and the plant during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the D.F.O. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said D.F.O the officer shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the D.F.O on damage such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.

13) On the breach of any term or condition of this agreement by the hirer the D.F.O shall be entitled to demand the return of the tools and the plant and the hirer shall return the tools and plant

within 72 hours from the date of receipt of such order in writing. In case of failure on the part of the hire to comply with such order he shall be liable to pay such penalty as may be imposed by the D.F.O for period the tools and plants are detained provided that the maximum penalty shall not exceed the cost of replacement to the tools and plant.

14) In the case of any dispute between the hirer and the Government the decision of the Divisional Forest Officer shall be final

15) The agreement shall be operated by the D.F.O on behalf of the Government and the term of D.F.O shall include all officers duly authorised by him to exercise power on his behalf.

THE SCHEDULE

Sl. No.	Description and name of the article	No	Amount of hire per hour	Remarks

In witness whereof the hirer and the D.F.O has for and on behalf of the Governor of the State have set their respective hand the day and the year here-in-above written.

Signed by the presence of

1. 2.

Signed sealed and delivered in the presence of

1. 2.

102. CERTIFICATE OF TOOLS AND PLANTS.

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

- (i)
- (ii)
- (iii)
- (iv)
- (v)

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

Signature of the tenderer.
Date

103. Affidavit to be furnished by the contractor at the time of submitting of Tender above the authentication of Tender Documents including Bank Guarantee.

An affidavit shall be furnished by the contractor at the time of submission of Tender papers about the authentication of tender documents including Bank Guarantee (vide Govt. of Orissa. Woks Deptt. Code-14 / 2004-9414 dtd. 08.06.2004, concurred by Law Deptt. and Finance Department vide their U.O.R No. 1242, dat. 05.08.03 and No. 195 / WF-I dtd. 0403.04 respectively)

104. The agency / contractor will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.

105. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

106. In case the first lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tenderer for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderers.
107. In case the reason for backing out of the lowest tenderer is justified then the offer of 2nd lowest tenderer may be accepted provided that the 2nd lowest tender negotiates with the rates of the 1st lowest tenderer. However, approval from the next higher authority is mandatory for such cases.
108. Similarly, if more than one of the lowest tenderers starting from the 1st lowest in series such as the 1st lowest and the 2nd lowest tenderer withdraw, this should automatically stand cancelled unless for very special reasons to be recorded in writing. Approval of next higher authority is to be obtained prior to the acceptance of the offer of other contractors quoting higher rates in the larger interest of getting the works done in time. In such cases, the next higher authority should accept the tender only if the 3rd lowest tenderer agrees to undertake the work at the rate quoted by the 1st lowest tenderer. In case of some extreme urgency or other valid reasons, the deviation from the lowest rates may be considered, but this should go to the 2nd higher level of authority in the hierarchy for acceptance. In such cases, prior detailed investigation of the circumstances and reasons thereof should be recorded in writing for accepting such tender at higher rates than the 1st lowest offer.
109. **ADDENDUM TO THE CONDITION OF P1 CONTRACT**
Clause-2 (a) of P1 contract: - TIME CONTROL: -
- 2.1. Progress of work and rescheduling programme.
- 2.1.1. The Divisional Forest Officer shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the D.F.O for approval a programme commensurate to clause No. 2.1.3. showing the general methods, arrangements, and timing for the activities in the works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole of the work before 1/4 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, 3/4 th of the whole of the work before 3/4 the of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the D.F.O that the actual progress of the work does not conform to the programme to which consent has been given the contractor shall produce, at the request of the D.F.O, 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 D.F.O. may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over due programme has been submitted.
- 2.1.5. An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Divisional Forest Officer's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the D.F.O again at any time. A revised programme is to show the effect of variations and compensations events.

2.2 Extension of the completion Date

- 2.2.1. The time allowed for execution of the works as specified in the contract data shall be the essence of the contract. The execution of the works shall commence from 15th day or such time period as mentioned in letter of Award after the date on which the D.F.O. issue written orders to commence the work or from the date of handing over of the site which ever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Govt. shall with out prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee / security deposit absolutely.
- 2.2.2. As soon as possible after the contract is concluded the contractor shall submit the time and 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 document 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 works and may be amended as necessary by agreement between the D.F.O. and the contractor with in 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, exceed one month (save for special jobs for which a separate programme has been agreed upon) completed the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice there of in writing to the D.F.O. 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 D.F.O. to proceed with the works.
- i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike, or lockout affecting of the trades employed on the work or
 - v) Delay on the part of other contractors or tradesmen engaged by D.F.O. in executing work not forming part of the contract.
 - vi) In case variation is issued which makes it impossible for completion to be achieved by the intended completion date with out the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in contract data is beyond the contractors control.
- 2.2.4 Request for reschedule and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is desired.
- 2.2.5 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the contractor by the D.F.O. 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 D.F.O. and this shall be binding on the contractor.

2.3 Compensation for delay

- 2.3.1 If the contractor fails to maintain the required progress in terms of clause 2 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 of the Government on account of such breach , pay as agreed compensation the amount calculated at the rate stipulated below as the Divisional Forest 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 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 computed 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 items of Clause 2.5 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone (s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever shall be payable on such withheld amount.

2.4 Bonus for early completion

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

	<u>Name of the work</u>	<u>Minimum value</u>
1.	Building work / P.H. work	Rs.40.00 lakhs
2.	Road work	Rs. 3.00 crores
3.	Irrigation work	Rs.10.00 crores

Incentives will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule.

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory, on the part of the concerned Divisional Forest Officer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 (seven) days of such completion.

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

Before 30% of contract period = 5% of Contract Value
 Before 20 to 30% of contract period = 4% of Contract Value
 Before 10 to 20% of contract period = 3% of Contract Value
 Before 5 to 10% of contract period = 2% of Contract Value
 Before 5% of contract period = 1% of Contract Value

2.5. Management meetings

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

2.5.2 The Range Officer shall record the business of management meeting 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 is to be decided by the Range Officer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause 2 (b) of percentage rate P1 agreement: - Rescission of contract (amendment as per letter No. 10639 dtd. 27.5.2005 of Works Department, Orissa).

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

110. The expenditure should be regulated in accordance with availability of funds. As such a written undertaking should be furnished by the tenderer prior to the drawl of agreement stating therein that he will not claim anything in any shape from the Government if the work is curtailed or stopped at any stage for want of funds.

111. The ST/SC contractors willing to avail the facilities as fixed by Govt. will submit scan copy of the affidavit for the same along with tender document and the original affidavit will be submitted before opening of the bid at any three places as mentioned above or during opening of the bid. Otherwise they will not be entitled to avail such facilities.

Any tenderer desirous to avail any facility as per circular / order of the Govt. has to apply for the same in affidavit along with other supporting documents like caste certificate, physically handicapped certificate etc. The scan copies of the above affidavit & certificates are to be submitted along with the bid and the original affidavit should be submitted and other original certificates should be verified before opening of the bid at any three places as mentioned above or during opening of the bid. Claim at the time of opening or a later, will not be entertained. However the latest instruction / circular of the Govt. will be final in deciding the tender.

112. Engineering contractors who are desirous to avail the facility of exemption of EMD are required to submit the scan copy of affidavit along with bid document to the effect that he/she had not yet availed the facility during current financial year as per codal provisions and the original affidavit will be submitted before opening of the bid at any three places as mentioned above or during opening of the bid. They are also required to produce their original registration license at the time of awarding of work for necessary entry, failing which his/her tender(s) will not be entertained and thus liable for rejection.

AMMENDMENTS

113. For the purpose of estimate the approved quarry lead is to be provided judiciously. Divisional Forest Officer would be responsible for ensuring the quality of the materials supplied. The contractors, would, however, be responsible for procurement of materials from authorised sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

114. 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 black list 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 L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

115. 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 Divisional Forest Officer and Senior Assistant in-charge Accounts will remain present.

116. In case the tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.

117. For works above values Rs.5.00 lakhs in Civil works and work value above Rs.1.00 lakh in electrical / PH works the J.E.s & A.Es will be required to submit bill for each ongoing work on 20th or next working day of every month to the concerned E.E. The E.E. on receipt of the bill will take steps for payment of the same by 30th. or the next working day during the month. The concerned Range Officer of the Division will furnish a certificate to the Divisional Forest Officer that the bills for all ongoing months have been paid failing action will be initiated against the erring officer.

118. 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 milestone liquidated damage will be imposed.

119. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority.

When in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.

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

As per said amendment a Contractor may be blacklisted

- a) Misbehaviour /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.

Total 120 (One hundred twenty) Clauses only.

APPROVED


**Divisional Forest Officer,
Ghumsur South Division,
Bhanjanagar**