



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

Bid Identification No. RC (RANDB) RGD No-II/ 01/2026-27 Dt. 28.04.2026

DETAILED TENDER CALL NOTICE

(For e-procurement tender) through Double Cover System

Name of the work: - "Up gradation & renovation works of Gunupur Urban Public Health Centre under Ama Hospital initiatives in the district of Rayagada during 2026-27 (Civil, EI & PH)

**OFFICE OF THE SUPERINTENDING ENGINEER
RAYAGADA (R&B) DIVISION NO -II, RAYAGADA**

CONTRACTOR

{1}

SUPERINTENDING ENGINEER

Government of Odisha
CHECKLIST TO BE ENSURED BY THE BIDDER

Sl No	Particulars	Reference to Clause No	Whether Furnished		Refere nceto Pageno .
			Yes	No	
01.	Cost of tender paper (online)	D.T.C.N Clause No.04			
02.	EMD cost (online)	D.T.C.N Clause No.05			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.05			
04.	Copy of GST Registration Certificate and GSTIN	D.T.C.N Clause No.05			
05.	Copy of PAN Card	D.T.C.N Clause No.05			
06.	No Relation Certificate in Schedule-A	D.T.C.N Clause No.08			
07.	Works Experience	Not required.			
(A)	List of projects executed (Schedule-D1)	Not required.			
(B)	Works in hand-List of projects in progress (Schedule- D2)	Not required.			
08.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.7(VII)			
(A)	Affidavit (Schedule-F)	D.T.C.N Clause No. 7(VII)			
(B)	SCHEDULE – H (MOU with electrical contractor in shape of Affidavit)	D.T.C.N Clause No.114			
09. (A)	Tools & Plants and machineries as per the requirement in Schedule-C (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2nd purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department or competent authority of Govt. is allowed.	D.T.C.N Clause No.05			
	List of plants and equipments	Requirement			
	AS PER CONDITIONS OF ANNEXURE I OF SCHEDULE-C				
	The detail of plant and machinery equipments required for each work of the tender call notice as per ~~Annexure-I~~ of schedule C of DTCN.	Qualifying marks 60%			
10.	Details of quarry for stone product, sand & moorum and others if any for procurement by contractor to be submit by contractor as per Annexure– V	Not mandatory for eligibility			
11.	Existing commitments and on-going works:	Not mandatory for eligibility			
12.	e-mail ID and Contact No.				

{2}

CONTRACTOR

SUPERINTENDING ENGINEER

CONTRACT DATA

A. GENERAL INFORMATION

SL No.	Item	Details
1	Bid Identification No.	RC (RANDB) RGD No-II 01/2026-27 Dt. 28.04.2026
2	Name of the work	Up gradation & renovation works of Gunupur Urban Public Health Centre under Ama Hospital initiatives in the district of Rayagada during 2026-27 (Civil, EI & PH)
3	Officer Inviting Tender	Superintending Engineer, Rayagada (R&B) Division No-II
4	Superintending Engineer concerned with head quarters authorized as Engineer-in-charge of this work.	Superintending Engineer, Rayagada (R&B) Division No-II
5	Estimated cost (Civil)	Rs.71.20 lakhs

B. BID INFORMATION

6	Intended completion period / Time period assigned for Completion.	07 (Seven) Calendar Months
7-i	Last Date and Time of submission of Bid	17.00 Hours of Dt. 25.05.2026
ii	Opening of Bid	11.00 Hours of Dt. 26.05.2026
8	Cost of Bid document (Clause No-4 of DTCN)	
i	To be remitted online	Rs.10,000/-
9	Cost of EMD (Clause No. 6 of DTCN) To be remitted online	Rs.71,200/-
10.	Additional Performance Security (Clause No.23 of DCTN.	
i.	Amount	As per Clause No.23 of DCTN.
ii.	Pledged in favour of	Superintending Engineer, Rayagada (R&B) Division No-II
iii.	Payable at	Rayagada
iv.	Type of instrument	As specified in the Bid document
11	Bid validity period	90 days
12	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 10 (v) of DTCN	Not mandatory for eligibility
13	Currency of payment for Contract	Indian Rupee
14	Language of Contract	English

{3}

CONTRACTOR

SUPERINTENDING ENGINEER



Government of Odisha
"E" Procurement Notice

OFFICE OF THE SUPERINTENDING ENGINEER, RAYAGADA (R&B) DIVISION NO -II

Bid Identification No: RC (RANDB) RGD No-II 01/2026-27 (Online tender)

No 2193

Dated 28.04.2026

1. Total No. of the works: - 02 No's Building Work **(Double cover System)**
2. Approximate estimated Cost: - Rs 71.20 & 69.85 Lakhs
3. Period of completion : - 07 (Seven) Calendar Months
4. Date & Time of availability of bid document in the portal: - **11.00 Hrs. of dated 12.05.2026 to 17.00 Hrs. of dated 25.05.2026 for online bidding.**
5. Last date/Time for receipt of bids in the portal: - Up to 17.00 Hrs. of **dated 25.05.2026**
6. Name and address of the officer inviting BID: - **Superintending Engineer, Rayagada (R&B) Division No-II**
7. **Date of opening of Technical Bid at 11.00 Hours on dated 26.05.2026**
8. Further details can be seen from the *e-Procurement* portal: www.tendersodisha.gov.in.
9. Further Addendum/Corrigendum if any will be hosted in the above website only.

Superintending Engineer
Rayagada(R&B) Division No-II

Memo No 2194 Dated 28.04.2026

Copy forwarded to the Deputy Director (Advertisement) & Deputy Secretary to Government / Section Officer, I&PR Department, Odisha, Bhubaneswar with a request to get it published in two nos. of leading Local Odiya Dailies and one no. of English News Paper at an early date for wide circulation of the above tender call notice.

Complimentary copy of the news papers containing the above tender call notice may be sent to this office for reference and record.

Encl.:- As above and CD – 1 No.

Superintending Engineer
Rayagada(R&B) Division No-II

E-mail ID: eepwd765017@gmail.com

OFFICE OF THE SUPERINTENDING ENGINEER,
RAYAGADA (R&B) DIVISION No - II
E-Procurement Notice

Bid Identification No RC (RANDB) RGD NO-II 01/2026-27(Online)

dated 28.04.2026

1. The **Superintending, Rayagada (R&B) Division No-II, Rayagada** on behalf of Governor of **Odisha** invites **Percentage Rate bids** in **(Double cover system in online mode only)** for the works as detailed in the table, from the class of eligible contractors as mentioned below registered with the State Government and Contractors of equivalent Grade / Class Registered with other state Government/Central Government / MES / CPWD/Railways for execution of Civil Works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under state government, Odisha has to register under the state PWD in appropriate class of eligibility before signing of the agreement.

The bidders may submit bids for the following works.

Sl. No	Name of the Work	Estimated cost in Lakhs Approximate	Class of Contractor	Bid security (Rs)	Cost of Bid document (Rs)	Period of Completion
1	2	3	4	5	6	7
1	Up gradation & renovation works of Gunupur Urban Public Health Centre under Ama Hospital initiatives in the district of Rayagada during 2026-27 (Civil, EI & PH)	71.20	B	71200/- (online)	10000/- (online)	07 (Seven) Calendar Months
2	Construction of R.I. office-cum-Residence building at Gunupur in the district of Rayagada during 2026-27 (Civil, EI & PH)	69.85	B	70000/- (online)	10000/- (online)	07 (Seven) Calendar Months

- Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & Conditions of contract and other necessary documents can be seen in the website www.tendersodisha.gov.in.
- Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the state are required to furnish 2% of the amount put to tender as Bid security.
- The Bid documents will be available in the website **www.tendersodisha.gov.in** from **11.00 Hrs. of dated 12.05.2026 to 17.00 Hrs. of dated 25.05.2026** for online bidding.
- The Bidder must possess **Compatible Digital Signature Certificate (DSC) of Class II or Class III**.
- Bids shall be received only **"On-line"** on or before **17.00 Hours of dated 25.05.2026**
- Bids received **"on-line"** Technical Bids shall be **opened at 11.00 Hours on dated 26.05.2026** in the office of the **Superintending Engineer, Rayagada (R&B) Division No-II, Pin: 765017 Odisha** in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day at the same time and venue.
- The authority will not hold responsible for any technical snag or network failure during online bidding.
- The authority reserves right to cancel any or all bids without assigning any reason thereof.
- Subsequent corrigendum/addendum/cancellation if required shall only be available in web site indicated above.
- Other details can be seen in the online bidding documents.

Superintending Engineer
Rayagada (R&B) Division No-II

{5}

CONTRACTOR

SUPERINTENDING ENGINEER

Memo No 2195 Dated 28.04.2026

Copy forwarded to the Deputy Secretary to Govt. of Odisha, Department of Information Technology, Secretariat, Odisha, Bhubaneswar / Deputy Director (Advertisement) & Deputy Secretary to Government / Section Officer, I&PR Department, Odisha, Bhubaneswar with requested to get published in one English news paper & two nos. of leading local odiya daily at an early date for wide circulation of the above tender call notice.

Superintending Engineer
Rayagada (R&B) Division No-II

Memo No 2196 Dated 28.04.2026

Copy forwarded to the Director, Printing stationary and Publication, Government of Odisha, Madhupatna, Cuttack-10 for information and necessary action. He is requested to arrange for publication in the next issue of Orissa Gazette.

Superintending Engineer
Rayagada (R&B) Division No-II

Memo No 2197 Dated 28.04.2026

Copy submitted to the Engineer-in-Chief (Civil) Odisha, Nirman Soudh, Bhubaneswar / Chief Engineer (Buildings-II) Odisha Bhubaneswar, Odisha /Chief Manager, e-Procurement cell Odisha // Chief Engineer, Rayagada (R&B) Circle, Rayagada for favour of kind information and wide circulation.

Superintending Engineer
Rayagada (R&B) Division No-II

Memo No 2198 Dated 28.04.2026

Copy submitted to the Collector, Rayagada /S.P, Rayagada/Sub-Collector, Rayagada /Sub-Collector, Gunupur/Superintending Engineer, Rayagada R&B Division No-I/Superintending Engineer, Parlakhemundi R&B Division / Superintending Engineer, M.I. Division, Rayagada / Executive Officer, Rayagada Municipality, / Superintending Engineer Rural Works Division, Rayagada / Superintending Engineer (R & B) Electrical Circle Bhubaneswar/ All Assistant Executive Engineers & Assistant / Junior Engineers under this Division for information and wide circulation.

Superintending Engineer
Rayagada (R&B) Division No-II

Memo No 2199 Dated 28.04.2026

Copy to D.A.O, Gr.-II / A.E.E. (Estimator) / A.E. (Estimator) / J.E. (Estimator) / Divisional Cashier /Guard file / Notice board for information.

Superintending Engineer
Rayagada (R&B) Division No-II

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, and MTNL etc. He/ She have 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 registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
 - 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.
- A 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.

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.

Any third party/company/person under a service contract for operation of e-procurement system in the

{7}

CONTRACTOR

SUPERINTENDING ENGINEER

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.

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.

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.

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.

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 Executive Engineer and Executive Engineer 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 Materials 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.

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.

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 upload 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 online bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

Deleted.

The tender accepting authority will verify the originals of all the scanned documents of the

{8}

CONTRACTOR

SUPERINTENDING ENGINEER

successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

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.

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 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.

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.

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.

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.

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.

The Bidder should ensure clarity of the document uploaded 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 within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS:-

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.

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.

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

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

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

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

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.

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

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

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

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

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

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.

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.

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:

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.

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:

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:

Resubmission of bid by the Bidders for any number of times before the final date and time of

{10}

CONTRACTOR

SUPERINTENDING ENGINEER

submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh. 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:

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:

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.

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:

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.

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.

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

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

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".

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.

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".

After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mails 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.

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.

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.

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.

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.

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.

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

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.

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.

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

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

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.

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

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

9. CLARIFICATION AND NEGOTIATION OF BIDS:

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.

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:

In the E-Procurement Portal, the system shall generate the template of award letter and the

{12}

CONTRACTOR

SUPERINTENDING ENGINEER

Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.

The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the 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.

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

If the L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. 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

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.

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.

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

Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.

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)

Fails to execute the agreement within the stipulated date.

If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall 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 requalification /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.

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;

{14}

CONTRACTOR

SUPERINTENDING ENGINEER

- 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 wills is 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 bidder's 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 provides 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 authorized 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 organizations 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 authorized 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 somoto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

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

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

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 local 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.

Instruction to Bidders (ITB) e- procurement

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Executive Engineer who will deal with all matters relating to the bids in the invitation of bids. For composite tender, estimated cost of each component should be clearly indicated in addition to combined estimated cost put to tender. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.

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

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

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

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

In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, Firefighting installation, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical, Firefighting installation and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, GST Registration certificate & GSTIN etc, at the time of purchase of tender documents but will be required for verification purpose at later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The L1 Bidder is required to attend the officer inviting the bid for **verification of original documents** within **five days** of opening the Price bid.

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

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.

The tender documents uploaded by the Tender Inviting Officer in the website WWW.tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender ale. 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.

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.

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

The bidders are to participate in the bid on-line.

DELETED.

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.

Contractor Any third party/company/person under a service contract for operation of e-procurement system in the
Superintending Engineer

State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

2. ELIGIBLE BIDDERS:

This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/ MES/ Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids. **Contractors not registered with Govt. of Odisha can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the state Govt. before award of the work as per prevalent registration norms of the state.**

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

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

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

No Engineer of gazette rank or other gazette officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

3. QUALIFICATION CRITERIA:

For submission of Bids through the E-Procurement Portal, the bidder shall up-load the scanned copy/copies of documents listed under clause 3.2 in prescribed format wherever warranted in support of eligibility criteria and qualification information. **The L-1 bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 5 days of opening of price bid.** The Bids from Joint ventures are not acceptable.

The bid shall include following information and documents.

- (a) Copy of valid contractor's registration certificate, PAN card, GST Registration certificate & GSTIN should accompany the technical bid.
- (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
- (c) Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.
- (d) In case if contractor executing several works, he is required to furnish a time schedule for movement of equipment/machinery from different site to this work site when work is to be executed.
- (e) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work.
- (f) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the state, he/she is required to furnish additional 1% EMD/Bid security.
- (g) The contractor intending to use/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/ lease deed and duration of such contract.
- (h) Copy of sub-contract agreement with eligible Registered Electrical Contractors having valid L.T. / H.T. license (Associated with the sub-contractor).
- (i) Details of work under progress as per tender documents.
- (j) Details of works executed during the last five years and works in hand (list of on-going works as per bid documents).

DELETED

The Bidders are subject to be disqualified if they have:
Contractor

Superintending Engineer

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. Been black listed/their registrations by the competent authority.

4. ONE BID PER BIDDER:

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

5. COST OF BIDDING:

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

All the rates and prices in the bid shall cover all taxes, GST Registration certificate & GSTIN, ferry, tollage charges and royalties and any other charges except GST.

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

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

6. SITE VISIT:

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

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

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

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

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

The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may down load these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Executive Engineer as mentioned in the contract data will be open for inspection during working hours on all working days by the bidders. The bidder is required to down-load all the documents including the drawings for preparation of his bid. It is not necessary on the part of the Bidder to up-load the drawings other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bids. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid document by the Officer Inviting the Bids will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

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

8. CLARIFICATION OF BIDDING DOCUMENTS:

Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during

Contractor

Superintending Engineer

office hours every day except on Sundays & Public Holidays till last date of sale of tender paper.

No paper copy of the bid shall be sold.

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

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

PRE-BID MEETING: DELETED

9. AMENDMENT OF BIDDING DOCUMENTS:

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

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

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

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

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

11. DOCUMENTS COMPRISING THE BID:

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

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

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

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

- (i) Declaration under the Official Secret Act, 1923
- (ii) Qualification Information and supporting documents,
- (iii) Certificates, undertakings, affidavits,

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

- (i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

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

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

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

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

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

All duties, taxes, excluding GST including Building and other Construction Workers Welfare Cess @ 1% payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Taxes on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same except GST payable for works contract.

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

Bidders while quoting their offers shall consider the following as regards price adjustment towards **Cement**,
Contractor Superintending Engineer

Steel & Bitumen and escalation of **all components** of work as per Sub- Clause 31 of Condition of P-1 Contract Deleted.

Deleted.

Deleted.

Deleted

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

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

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

FOR COMPOSITE BIDS: DELETED.

13. CURRENCIES OF BID AND PAYMENT:

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

14. VALIDITY:

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

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

DELETED.

15. BID SECURITY:

The Bidder shall remit a bid security for the amount mentioned under Contract Data.

The successful lowest bidder will produce the original of all scanned documents for verification 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 three years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his/her tender at the negotiated rate equal to L-1 bidder.

DELETED

DELETED.

DELETED

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

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

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

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

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

The Bid Security may be forfeited

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

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

DELETED.

In the case of a successful bidder, if the bidder fails within the specified time limit to

Sign the Agreement; or

Furnish the required Performance Security including additional performance security if any.

16. FORMAT AND SIGNING OF BID:

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time

Contractor

Superintending Engineer

of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self-generated. The Bidders are advised to up-load the completed Bid document well ahead of the last date &

Time of receipt to avoid any last moment problem of power failures etc.

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

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.

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.

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

The Bidder should ensure clarity of the document up-loaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bids if so desires, **can ask for legible copies for clarification within a stipulated period of 7 days**, provided such document in no way alters the Bidder's price bid. **If the Bidder fails to submit such documents with in the stipulated date, his bid shall be evaluated on its own merit.**

D. SUBMISSION OF BIDS

17. SECURITY OF BID SUBMISSION:

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.

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

18. DEADLINE FOR SUBMISSION OF THE BIDS:

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

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

19. LATE BIDS:

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

20. MODIFICATION AND WITHDRAWAL OF BIDS:

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.

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

E. OPENING AND EVALUATION

21. OPENING OF THE BID:

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

Contractor

Superintending Engineer

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.

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

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

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".

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.

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

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

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

The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. **If any of the information/ statements/documents/certificates 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.**

After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.

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

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

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

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

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

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

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

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

22. PROCESS TO BE CONFIDENTIAL:

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

23. CLARIFICATION OF BIDS:

To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for Clarification and the

Contractor

Superintending Engineer

response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.

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

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

During the detailed evaluation of “Technical Bids”, the officer inviting the bid will determine whether each bid:-

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

Has submitted legible documents for evaluation

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

Is substantially responsive to the requirements of the bidding documents.

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

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

Which affects in any substantial way the scope, quality, or performance of the works?

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

Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bid.

If a “Financial Bid” is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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

25. EVALUATION OF BIDS: DELETED

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

DELETED.

DELETED

DELETED.

DELETED.

F. AWARD OF CONTRACT

26. AWARD CRITERIA:

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

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

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

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

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

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

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

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

The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any Contractor
Superintending Engineer

other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.

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

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

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

If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state. (Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I by inclusion).

Following documents shall form part of the agreement.

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

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

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

On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.

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

30. CORRUPT OR FRAUDULENT PRACTICES:

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

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

1. Sealed **percentage rate** bids are invited **ONLINE in double cover system** from the Class "**B**" **Class** of eligible contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for execution of Civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work- **Up gradation & renovation works of Gunupur Urban Public Health Centre under Ama Hospital initiatives in the district of Rayagada during 2026-27 (Civil, EI & PH)** The adopted format for percentage rate is same as that of the form adopted for item rate tenders but the word "Item rate" shall be replaced by "Percentage rate" and the contract will be named as P-1. **Bids from Joint Venture are not allowed.** Contractors not registered with Govt. of Odisha can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the state Govt. before award of the work as per prevalent registration norms of the state.
a) This detailed tender call notice (DTCN) along with the clauses mentioned herein shall form a part of the contract and agreement.
2. The Bid documents are available in the official website of Government: <http://www.tendersorissa.gov.in> from **11.00 Hrs. of Dtd. 12.05.2026 to 17.00 Hrs. of Dtd. 25.05.2026** for online bidding. The last date & Time of submission of **Bid** is as per Contract Data.
3. The Bid documents will be opened by the assigned officer in the office of the Superintending Engineer, **Rayagada (R&B) Division No-II, Rayagada**, Odisha as per Contract Data and Tender Call Notice in the presence of the bidders or their authorized representatives who wish to attend. The date, time and place of opening the price bid will be intimated to the eligible qualified bidders through system generated E-mails.
4. The Cost of Bid Documents is to be remitted online for **Rs. 10,000/-** (online) towards cost of each bid respectively, failing which the bid will be treated as non responsive and shall be rejected.
5. The bid is to be submitted in single **cover**. & which is to contain scanned copy of Contractor Registration Certificate, GST Registration Certificate, GSTIN, Contractor Database Management System(CDMS) registration copy, PAN, Experience, Profit Loss statement, List of similar nature of works, work in hand, list of machineries, affidavit, financial bid(BOQ) and all other documents required as per the relevant clauses of this DTCN. The bidder shall deposit the earnest money /**Bid security** of **Rs.71200/-** (online) specified for the work as part of its bid through a process as mentioned under DTCN, failing which the bid will be treated as non- responsive and shall be rejected. **The successful lowest bidder** is required to produce original documents viz **original Registration Certificate, CDMS registration, Valid GST Registration Certificate, GSTIN, PAN card, affidavit** and other documents as per detailed tender call notice after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, **within five days from the date of opening of the tender (price bid)**. Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection.
No reference to any documents of ownership and hiring and plant of machineries submitted in any previous tender case will be entertained. Contractor exempted for payment of EMD will be availed to participate in the tender directly by uploading the documentary evidence towards his / her eligibility for such exemption.
6. The work is to be completed in all respects within **07 (Seven) calendar months** from the date of issue of work order. Bidders whose Bid is accepted must submit a work programme at the time of Execution of Agreement.
7. (i) All tenders received will remain valid for a period of **90 (Ninety)** days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.

7(II) The Contractors are required to furnish evidence of ownership of principal machineries/equipments in **Schedule-C** as per **Annexure-I for which contractor shall have to secure minimum 60% of marks for evaluation of**
Contractor Superintending Engineer

Technical bid (cover-I) failing which the tender shall be liable for rejection.

(III) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site of the tendered work in **Annexure-IV of Schedule-C**.

(IV) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged and produce certificate from the Executive Engineer as per **Annexure**

– **III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of Government of Odisha or Engineer-in-Charge of the project (in case of non-Government projects) under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender.

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

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

(VII) An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the scanned copy of information in **Schedule - E** and required affidavit in **Schedule - F**, **the bid document will be summararily rejected.**

8. **No Relation certificate.**

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

9. Each bidder shall submit a note along with bid regarding execution of similar works

- a) **Name of the work:** -
b) **Estimated Cost:** -
d) **Major Item of works:** -
e) **Quantity of items** i) **As per Agreement:** -
 ii) **As per execution:** -
f) **Date of Commencement:**
g) **Stipulated date of Completion:** -
h) **Actual date of completion:** -
i) **Other details if any. :** -

iii) The prospective applicant in its name should furnish list of similar nature of work satisfactorily completed in Schedule-D1 and list of works in progress in Schedule-D2.

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

11. If the application is made by proprietary firm, it shall be signed by the proprietor and furnish

- full type written name and the full name of his firm with its current address.
12. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
 13. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
 14. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
 15. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English. The applicants name should appear on each page of the application along with his signature or the signature of his authorized representative at the bottom of each page.
 16. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
 17. **(A). Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006 and Works Department O.M 7885 Dt. 23.07.2013 and In case of Percentage Rate tender:-**
 - (i) The contractor has to quote percentage excess over or less than the estimated cost in the prescribed format appended to the tender document. Bidders are to submit only the original BOQ (Bill of Quantities) 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. The estimated cost is excluding GST. The rate of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.
 - (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in 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.
 - (iii) The Contractor will quote percentage excess/less up to two decimal points only. If he writes the percentage excess/less up to three or more decimal points, the second decimal point shall only be considered without rounding off as per Works Department O.M 7885 Dt. 23.07.2013.**
 - (iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
 - (viii) Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.

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

Contractor

Superintending Engineer

- (2) If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.
- (3) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.

(B). GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill.

18. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
19. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
20. **(i)** By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

(ii) Amendment to Para 3.4.16(a)(VII) of OPWD Code Vol-I by Substitution.

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

21. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
22. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

23. i) Amendment to appendix-IX, Clause-36 of OPWD Code Vol-II by inclusion.

The extent provisions of threshold negative bit caps (15%) introduced in appendix-IX, Close 36 of OPWD Code Volume-II in the procurement of work undertaken by the Govt of Odisha and its agencies is **abolished** to ensure the procurement process result in a Viable and successfully manner vide Works Department O.M. no 173 dated 03.01.2026 and 632 dated 09.01.2026.

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

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

Contractor

Superintending Engineer

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

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

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

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

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

(ii) If more than one bid is quoted (decimal up to two numbers will be taken for all practical purpose), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concern bidder/ their authorized representative, the concern SE/EE of the concerned Division and Divisional Accounts Officers (DAO) will remain present.

(iii) The concessions/ facilities for 10% Purchase preference shall be hereby allowed only to the Individual registered Contractors belonging to Schedule Caste and Schedule Tribe having Registration Certificate up to "B" Class as per Works Department Resolution No.16262 dtd.30.10.2018.

If the rate quoted by the SC and ST category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes). After availing 10% price preferences as per Para -2 of Works Department Resolution No. 27748 dated 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

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

24 The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

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

ii. The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior Contractor Superintending Engineer

- approval of competent authority is mandatory before making any payment.
26. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
 27. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code. The retention of EMD with the department will carry no interest.
 28. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
 - ii) The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per clause 27 of DTCN in form of Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account, /Bank Guarantee duly pledged in favor of the **Superintending Engineer, Rayagada (R&B) Division No-II**, and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. form No. **P-1** for the fulfillment of the contract in the office of the **Superintending Engineer, Rayagada (R&B) Division No-II, and payable at Rayagada**. The security deposit together with the earnest money and the amount withheld according to the provision of **P-1** agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
 - iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in- Charge and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in- Charge. Following documents shall form part of the agreement.
 - a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
 - b) Standard P.W.D. Form P-1 with latest amendments.

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-
 - iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)** .No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. **The security will be refunded after one year** of completion of the work and payment of the final bill and will not carry any interest.
 - v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/ tenderers back out from the offer before acceptance of tender by the competent authority.

VI) Amendment to Para 3.5.18 Note-viii of OPWD code Vol-I

- Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.
29. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
 30. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by Contractor

Superintending Engineer

the contractor and full amount of compensation paid will be recovered from the contractor.

31. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No-II M- 56/628842(5) Dtd.27.09.61 as amended from time to time.

32. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor.

33. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category as per rule time to time fix by Govt.

- a. Rent, royalties, cess and other charges of materials, including all taxes including GST as applicable, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. Work is to be borne by the contractor at his own cost. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
- b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
- c. Suitable water supply including pipe water supply wherever available for the staff and labour 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 signal where necessary at works and approaches in order to protect the public and employees from accidents.
- g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
- h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
- i. **Royalty along with DMF & EMF ,additional charges will be recovered from each bill as notified by Govt. as per Collector Rayagada letter No.223 dt.23.03.23 & 38234 dt.10.11.22 of Revenue & DM department from time to time unless R Forms are enclosed. Refund of royalty along with DMF & EMF at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.**

34. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.

35. Bailing out of water from the foundation. Pipe line tranches, S Tanks, Soak fits, sumps, M .H etc. Either rain water or sub soil water if necessary shall be borne by the contractor. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works. It should be understood clearly that no claims whatsoever would be entertained.

36. It should be understood clearly that **no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.**

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

38. Bid documents consisting specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the e-procurement portal,

Contractor

Superintending Engineer

as mentioned in contract data. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.

39. Bidders are required to go through each clause of **P.W.D. Form P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity between clauses of this D.T.C.N. and the **P-1** contract form, the relevant Clauses of the **P-1** contract form shall prevail over the D.T.C.N. The clauses not covered under **P-1** contract form shall be governed by the clauses of the D.T.C.N.
40. All items of work as per schedule of quantities of this tender should confirm to ODSS, IRC, & ISI codes and Bridge Code section I, II, III, IV and VII & latest design criteria for pre stressed concrete bridges specifically for road and bridges issued by MoRT&H, Govt. of India. MoRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
41. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
42. Form work including complete false work shall be designed by the contractor with at any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion. **Any eventuality such as loss of lives or property due to failure of centering & shuttering shall be the responsibility of the contractor regarding compensation of all claims thereof.**
43. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
44. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
45. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
46. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
48. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.
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 rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
50. All the materials which are to be supplied from P. W. D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc.

Contractor

Superintending Engineer

- to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After issue from the P. W. D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
51. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
 52. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge.
 53. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances.
 54. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
 55. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test if applicable.
 56. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
 57. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
 58. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
 59. The Fly Ash Bricks should be of good qualities. The bricks should be approved by the Engineer-in-Charge before use in the work and should confirm to the minimum strength and other criteria as per National Building Code..
 60. Gradation of ingredients: - The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant IS code / IRC code / MoRT&H specifications.
 61. All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.
 62. All reinforced cement concrete works should be finished smooth..
 63. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
 64. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
 65. The Contractor will have to submit to the **Superintending Engineer, Rayagada (R&B) Division No-II**, monthly return of labour both skilled and unskilled employed by him on the work.
 66. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
 67. Building and other Construction Workers Welfare Cess @ 1% of the estimated cost as per tender notification read with latest corrigendum if any will be proportionately deducted from the contractor's bill at the time of making payment of each bill.
 68. **Odisha Bridge & Construction Corporation** Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as lay down in Works and Transport Department

Contractor

Superintending Engineer

Resolution No-285 date- 17.04.1974. The **Odisha Construction Corporation** will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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

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

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

(VII) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.

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

SPECIAL CONDITIONS (PART OF THE CONTRACT)

- a. All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
 - b. The tests have to be planned & carried out such that the progress of work is not hampered
 - c. The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
70. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
71. No claim for carriage of water what-so-ever will be entertained as this has been included in the estimate and the bidder has to quote his/their rate accordingly.
72. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
73. **Super class contractor** shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Odisha. **Likewise 'A' class contractor** shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha
74. Contractor may however assist the contractor with names of such unemployed Graduate engineers and Superintending Engineer

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

76. DELETED

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

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

79. Prevailing rate of TDS on 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.

80. **Cess @ 1 (one) % of the amount of each bill shall** be proportionately deducted from the contractor's bill at the time of making payment of each bill.

81. The contractor is required to pay **royalty along with DMF & EMF** to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department. This is as per the Gazette Notification No. 2280 Dt. 15.12.2016 of steel & Mines Department, Govt. of Odisha.

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

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

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

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

86. Any defects, shrinkage or other faults which may be noticed within **12(twelve)** months from the completion of the work arising out of defective or improper materials or workmanship

Contractor

Superintending Engineer

Superintending Engineer

timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The **defect liability period for the work is 12(twelve)** calendar months from the date of successful completion of the work.

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

88. Payment for Variation in Price:-

Contract price shall be adjusted for increase or decrease in rates and price of Labour, materials, Fuels, & Lubricants and Plant & Machineries spare component in accordance with Works Department Memorandum No.15847 Dt. 19.11.2019 & the following principles and procedures as per formula given below:-

92. Price Adjustment

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

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in following Paras

(c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

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:

92 (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.

Contractor

Superintending Engineer

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

92 (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.

92 (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 the cost of work during the month under consideration due to changes in the rates for steel.

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

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

P_s = Percentage of steel component of the work.

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

92 (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.

92(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.

Contractor

Superintending Engineer

Delhi.

92(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.

92(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 :

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

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

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

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

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

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

92 (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 spares component of the work.

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

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

1.	Cement	Grey cement	Ordinary Port Land Cement
2.	Bars & Rods	Rebars	Mild steel long products
3.	Heavy Machinery & Parts	Construction Machinery	Manufacture of machinery for mining quarrying & construction.

92(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 Engineer-in-Charge, furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and /or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

Percentage Table:-

S.L No	Category of Works		% Component (Cost wise)		
			Labour (P ₁)	POL (P _l)	Steel (Ps) + Cement (Pc) + Bitumen (Pb) + Pipes (Ppi) + Plant & machinery spare & component (Pp) + Other Materials
1	R & B works (% of Component)	Road Works	5	5	90
		Bridge Works	5	5	90
		Building works	5	5	90
2.	Irrigation works (% of Component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3.	P H Work	Structural work	5	5	90
		Pipeline work	5	5	Pipe – 70% * Machinery + Other materials – 20%
		Sewer line	5	5	Pipe – 70% * Machinery + Other materials – 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**” (enclose 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, Superintending Engineer the authority

during technical sanction as a “Schedule of Adjustment Data” and shall form part of the Bid Document]

CI No. 92 of F2/P1 Contracts S.L No	Index Description	Source of Index	Base Value *	Base Date *	Weightage of Item**
92(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.			62.45 %
92(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.			13.80 %
92 (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.			13.34 %
92(a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot			0.00%
92(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.			0.00%
92 (b)	Labour	Minimum wage notified by the Labour & Employee"sState Insurance Department of Government of Odisha, India			5.0 %
92 (c)	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot.			5.0 %
92 (d)	Plant & Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			0.41 %
			Total		100 %

- Values to be filled up at the time of Drawl of Contract.
- Values to be filled up in the Bid Document.

93. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper Contractor
Superintending Engineer

maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.

94. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer- in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in-charge every month.
95. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 10 of the **P-1** Contract.
96. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, Bridge code and MoRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
97. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
98. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
99. 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.
100. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
101. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
102. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
103. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected.
104. The claim books are the property of the P.W.D. and shall be surrendered by the contractor to the Engineer- in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.

Contractor

Superintending Engineer

105. Number of tests as specified in I.R.C./MoRT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories / reputed material testing laboratory as to be decided by the Engineer-in- charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
106. i) Besides, the firm / contractor shall install fully fledged field laboratory at work site for conducting required tests as per IRC /MoSRT&H/ ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.
107. Condition for issue of plant & machinery to contractor on hire: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Executive Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.
- An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.
- The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work.
- The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in- charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.
- The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day.

The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work

Contractor
Superintending Engineer

for which issued is completed.

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

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

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorized agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.

This agreement made the _____ Two Thousand _____

_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Odisha (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Whereas the hirer desirous of hiring the tools and plants of the P. W. Department of the Odisha Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

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

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

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at **Rayagada**.
- (b) The rate of higher charges will be as per Government order in vogue.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-off without the previous written approval of the Engineer-in-charge.
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop / store at **Rayagada** in the same good condition in which they were received by him.

Contractor

Superintending Engineer

- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.
- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing. In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government, the decision of the Executive Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

THE SCHEDULE

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

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

1. _____ 2. _____
Signed sealed and delivered in the presence of
1. _____ 2. _____

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

(a) Making a false statement or declaration.
Contractor

Superintending Engineer

- (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession of contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
109. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
110. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.

111. ADDENDUM TO THE CONDITION OF P1 CONTRACT

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

Progress of work and Re-scheduling programme.

The Executive Engineer / Engineer- in- Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

As per Amendment to Para 3.5.18 Note-VIII of OPWD code Vol-I, before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the Financial Achievement so as to complete the work within the stipulated time and incase of failure on part of the agency to achieve the milestone liquidated damages will be imposed.

To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

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

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.

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

Extension of the Completion Date.

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

As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department.
 Contractor The Chart shall be prepared in direct relation to the time stated in the Contract Superintendent Engineer

documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

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

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

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

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

Compensation for Delay.

If the contractor fails to maintain the required progress in terms of clause 2 of P-1 contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Executive Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 of P-1 contract or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 0.05% delay to be completed on per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract

Contractor
Superintending Engineer

data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5 of P-1 contract, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

Management Meetings.

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

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

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

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

112. 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 and OM No. 10496 Dt. 12.07.2018 of Works Department, Odisha As per said amendment a Contractor may be blacklisted.
 - a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
 - b) Involvement in any sort of tender fixing.
 - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d) Persistent and intentional violation of important conditions of contract.
 - e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
 - f) Submission of false/ fabricated / forged documents for consideration of a tender.
 - g) Non - submission of Additional Performance Security (APS) with in stipulated period as mentioned in clause no. 27 (ii) vide Works Department O.M No. 14402 Dt. 06.10.2017.
 - h) Keeping Business Relationship with a fraud company in any manner that affects the contract executed with Govt. or Govt. Agency.
113. The authority reserves the right to negotiate with the lowest tenderer .
114. Amendment of codal / contractual provisions as per Works Department OM No. 12366 Dt. 08.11.2013.

113. i Amendment to Para – 3.5.14 Note-I of OPWD code, Vol-I by inclusion

Note-I- 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 Contractor Superintending Engineer

action will be taken to blacklist the contractor. In that case the L2 bidder, if fulfills, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is blacklisted, it will be widely publicized and intimated to all departments of Govt. and also to Govt. of India agencies working in the state.

113. ii Amendment to Appendix – IX. Clause – 36 of OPWD code. Vol-II by inclusion as per Works

Department O.M No. 10224 Dt. 01.09.2015.

Clause No. 36 – if the rate quoted by the S.C and S.T category contractors comes to 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of Works Department Resolution no. 27748 Dt. 11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other category of contractors whose rates are 14.99% less than the estimated cost.

113. iii Amendment to Notes- (iii) of Para – 3.5.18 of OPWD code. Vol-I and Rule – 29 of Appendix – IX of OPWD code. Voi – II as per Works Department O.M No. 16 Dt. 01.01.2015.

Notes – (iii) of Para- 3,5,18 – The single tender received in the first call shall be cancelled without opening of the Bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority.

Rule – 29 of appendix – IX – when in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the Bid and fresh tender be invited publically. 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.

- 114.** The civil contractor in order to take part in the composite tender should enter into an M.O.U. (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid **H.T. / L.T./M.V license**; for execution of electrical installation and other electrical works and a copy of such M.O.U. should be attached with the tender as per the proforma at Schedule- H which shall form a part of tender. A copy of electrical license should also be enclosed with the tender papers, the original of which need to be furnished during verification. The above M.O.U. is not required in case of the civil contractor having valid registration in **H.T. / L.T./M.V.** electrical license with the same name & style. M.O.U with invalid electrical license holder, the bid document will be summarily rejected. **This clause is applicable only for composite tender for building work (Civil, EI, PH works)**

- 115.** (i) The contract will be drawn in P.W.D. **P-1** contract form and will constitute 3 parts as follows.

- a. Part – I : For Civil items of works
- b. Part – II : For Electrical items of works
- c. Part – III : For PH items of works

The contract shall be drawn & signed by **Superintending Engineer, Rayagada (R&B) Division No-II**, on behalf of the Governor of Odisha.

(ii) The Civil items of works as per Part-I of Schedule of quantities, Electrical items of works (both internal & external) as per part-II of Schedules of quantities and P.H. items of works (both internal & external) as per Part-III of the Scheduled of quantities of the Agreement shall

Contractor _____ Superintending Engineer _____

be supervised measured and check measured by the **Superintending Engineer, Rayagada (R&B) Division No-II, Executive Engineer, GPH Division No-II, Sambalpur** respectively. In the interest of expeditious execution of work, payment of interim bills (Running A/c bills) shall be made by the Executive Engineers of **GPH Division No-II, Sambalpur** in respect of Public Health works and nil final bill shall be sent to the concerned **Superintending Engineer, Rayagada (R&B) Division No-II** for final adjustment and compilation of accounts. **Superintending Engineer, Rayagada (R&B) Division No-II and GPH Division No-II, Sambalpur** shall be responsible for proper and timely execution of their respective items of works and implementation of the terms and condition of the contract. The contractor shall be bound to receive and act as well according to the direction of the Engineer-in- Charge for General Electrical / General Public Health Authority concerned. **This clause is applicable only for composite tender for building work (Civil, EI, PH works)**

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

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

118. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building. **This clause is applicable for composite tender (Civil, EI, PH works) only.**

119. **EIGIBILITY CRITERIA:** - To be eligible for qualification, applicants shall furnish the followings. However the tender inviting authority reserves the right to accept or reject any tender basing on the recommendation of tender evaluation committee.

- a. Required **EMD** as per the Clause No. 06 and **Cost of Bid document** as per Clause No. 04.
- b. Copy of valid **Registration Certificate, CDMS** Registration, Valid GST Registration certificate, **GSTIN, PAN** card,
- c. Information regarding (i) Evidence of ownership of principal machineries / equipments in Schedule-C as per Annexure-I of Schedule-C (ii) Annexure-III of Schedule-C & (iii) Annexure-IV of Schedule-C if required .
- d. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and affidavit in **schedule "F"** as per clause 11.
- e. Information regarding **No Relation Certificate** in Schedule-A as per clause No. 11.
- f. Information regarding list of works, completed and ongoing, **if any**, should be submitted in Schedule D1 & Schedule - D2 as per Clause No.13. Information on Existing commitments and on-going works in schedule –G.

120. Engineer Contractor desirous to avail the facility of exemption of EMD is required to submit an affidavit to the effect that he has not yet been awarded more than two works in any department with exemption of EMD (excluding this work) during the current financial year. The name of works awarded with EXEMPTION OF EMD and the tender inviting authority must be mentioned in the affidavit, failing which the tender will be rejected.

121. Additional clauses regarding codal provisions regarding e-procurement as per Works Department, Govt. of Odisha O.M No. 7885 / W Dt. 23.07.2013 shall be referred before participating in the tender.

It is mandatory to submit related bid documents in original for verification within the schedule time as per tender call notice / Detailed tender call notice , failing which the participated tenderer shall be debarred from participating in the on line

Contractor

Superintending Engineer

bidding system and his DSC will be blocked by competent authority as per Clause No. 24 of Works Department O.M No. 7885 / W Dt. 23.07.2013 and action shall be initiated as per works O.M No. 12366 Dt. 08.11.2013.

122. The following documents which are not submitted with the bid will be deemed to be part of the bid.

S.L No.	Particulars
1.	Notice inviting Tender.
2.	Specifications
3.	Drawings.
4.	Works Department O.M No. 7885 / W Dt. 23.07.2013 procedure for participating in e Tenders

123 No interest shall be payable to the contractor on any delayed payment or pending claims whatsoever, under any circumstances

Special Condition

- All reinforcement steel and structural steel shall be procured from primary producers of steel **SAIL/RINL/TATA/JINDAL STEEL/ SHYAM STEEL.**
- In case of existence, other brands (primary producers) of steel may be used with proper justification and prior approval of competent authority satisfying the tests as required by BIS.s Code.
- The cement of the companies having their own manufacturing units in the state of Odisha is to be used in all works.

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the
Tenderer Date:-

Contractor

Superintending Engineer

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS****(for Super class / special class / A class contractors only)**

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

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt ./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7
Not required						

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

Signature of the tenderer .

Date

ANEXURE – I OF SCHEDULE-C**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTRACT WORK**

	List of plants and equipments	Requirement	Mark
1	Water Tanker with 3000 ltr Capacity	2nos	20
2	Concrete Mixture	2nos	20
3	Needle vibrator	2nos	10
4	Truck/Tipper	2nos	20
5	Centring and Shuttering	200Sqm	20
6	Plate Vibrator	2nos	10
		Total	100

NOTE:

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

Contractor

Superintending Engineer

6. The copy of documents either leased or owned shall be submitted along with tender documents in online failing which the tender shall be liable for rejection.
7. If leased, the copy of documents of ownership of first party shall be enclosed along with affidavit.
8. The online participated tenderers must produce the above original documents (with valid SRIN /TINNO and with BILL NO with date of issue) at the time of verification.

If found false documents at any stage, the tenderer will be responsible in this regard, his/her tender shall be liable for rejection.

ANNEXURE – II OF SCHEDULE-C

CAPACITY OF PLANTS AND EQUIPMENTS

1.
 - a) Tractor The tractor should have a minimum capacity of 22 to 50 H.P.
 - b) Water Tanker The water tanker should be a truck mounted one or as a trailing unit having minimum capacity of 3000 liters.
 - c) Smooth wheeled tonnes Roller Weight from 8 tonnes to 10
Unballasted : 8 tonnes Approx.
Water Ballasted : 9 tonnes approx
Sand Ballasted : 10 tonnes Approx.
2.
 - a) Compressor Having capacity of 450 CFM
 - b) Water Pump Having capacity of 5H.P. to 27 H.P.
 - c) Jack Hammer Having capacity of 2 tonnes.
 - d) Winch with grab Winch having capacity of 5 tonne and grab having 1 tonne capacity.
3.
 - a) Concrete Mixer Batch type Concrete Mixer as per IS-1791 / 1985 for capacity of 15 Cum / hour (Tilting drum type) with power operated side loaded revolution counter, automatic shaker, Gear mounted on steel chassis with 4 MS wheels complete with suitable prime mover.
Concrete Mixer (0.4/0.28 Cum capacity)
 - b) Welding generator Having Capacity of 8-15 KW. Immersion type with vibrating Needle of 40 mm/ 50mm / 60mm & 4 meter length.
4.
 - a) Diesel Generator Having capacity of 5 - 32 K.W.
 - b) Truck Having capacity of 8 to 10 tonnes.
 - c) Jeep Diesel jeep having capacity of 16 H.P. with trailer.

ANNEXURE – III OF SCHEDULE-C

CERTIFICATE TO BE ISSUED BY THE EXECUTIVE ENGINEER UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.

(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8
Not required							

Certified that,

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

ANNEXURE – IV OF SCHEDULE-C

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

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work
Not required						

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

Signature of the tenderer.

SCHEDULE "C"

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

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease		
1	2	3	4	5	6	7	8	9	10	11	12	13
Not required												

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

Signature of the tenderer

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

Name of the work :

ANNEXURE-V

For which the materials to be used.

Contractor

Superintending Engineer

Sl. No	Type of product	Name of the quarry	Name of the District	Distance / lead from quarry to work site
01	Stone products			
02	Sand			
03	Moorum			
04	Bitumen			
05	Steel and cement			
06	Others if any			

Certified that, the above materials will be procured or collected from the authorized source for the above noted work

Signature of the tenderer
Name of the contractor

SCHEDULE-"E"

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

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

Note:

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

Contractor

Superintending Engineer

AFFIDAVIT

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

(Signed by an Authorized Officer of the firm or Bidder)

E . I Works

**Technical Specification
For**

Contractor

Superintending Engineer

Electrical Installation

1. The switch or Regulator box shall be made of metal on all sides except on the front where Bakelite sheet or perplex cover painted to match the colour of the wall be used in the case of surface wiring System for recessed wiring system, these Boxes shall be made flush with the conduit of each circuit or section shall be completed before conductors are drawn in the entire system of conduct and other installation shall be tested for mechanical strength and electrical continuity be carried out in accordance with I.E. Rules and relevant ISS standard.
2. The number of wires drawn in the conduits shall not exceed the number these specified in Indian standards specification No.732.
3. The position of main boards for lighting and sub-distributing box for different building are approximate and the exact location shall be given to the successful tender at the time of installation.
4. The scope of this specification includes installation of the Panel Board and Distribution Board and making necessary connections. The installation of the Boards shall be done strictly in accordance with the instruction supplied by the switchgear manufacturer Indian standard specification and I.E. Rules. The suppliers shall submit the details of installation to the purchaser for his consideration and approval, prior to installation.
5. Earthing shall general be carried out in accordance with requirement of Indian Electricity Rules and the relevant rules and regulation of electrical supply authorities. The complete earthing work for the installation covered by this specification shall also be provided taking into account Indian standard specification No.732 and is 3648. The earthing system adopted shall also have adequate mechanical strength. The work shall include earthing of non-current carrying metallic parts of all the equipment. Lights fittings conduct pipes cable and cable supports and earth strips (the design to be approved by the purchaser and all the inter connection between earthing system to be a value mutually agreed upon between the purchaser and the contractor.
6. The supplier/ contractor shall be responsible for the installation and commissioning of all the equipment and materials supplied him against this specification. The shall also include the provision of miscellaneous wiring and supports and earthing in compliance with Electricity Rules and to the full satisfaction of the Government Electrical Inspector.
7. All small items such as clamps, bolts nuts, racks supports miscellaneous wiring etc. required to make the installation complete not been specified separately. All the items required to make the installation complete, shall constitute the part of major item specified in the bill of quantities and the tenderer shall quote for each item taking these into consideration.
8. The responsibility of the supplier/ contractor shall include receiving all the equipment and materials at site storage for the required period handling the same at the site of erection final erection re-rectification of equipment if any testing commissioning and handing over representative. The Suppliers/ contractor shall make good of all the damaged equipment and materials during this period at his own expenses.
9. The supplier/contractor shall render all reasonable assistance to the purchaser in getting the installation approved by the Government Electrical inspection prior to energization and supply necessary drawings test certificates and both for test to which the Inspector may demand in case may addition or altercations are required to be made in this installation or in equipment as per the directive of the Government Electrical Inspector/Local Authorities the same have to be carried out by the supplier contractor at his own expenses.
10. The position of light fittings, Main Boards, Switches, Sockets the routes of pipes and cables shown in the drawing are only indicted. The actual position of these shall be decided at side at the time of execution jointly by the contractor and the authorized representative of the Govt. The positions of the light fittings pipes and boards if required to be changed/shifted due to change in the building design etc. by the Government's authorized representatives, the same shall be carried out at no extra cost.
11. Unless otherwise specified all switch grass equipment and materials covered under this specification shall be designed manufactured tested and installed in conformity with latest Indian standard specifications of B.S, specification of Indian specifications are not published for such items. All equipment shall confirm to the latest Indian Electricity Rules P.W.D., and Local/State Laws / Bye Laws as regards safety ear thing and other essential provisions specified therein.
12. All the equipment and materials selected shall also be supplied and installed taking into consideration the Factories Act, Fire Regulation and Local Laws/Bye-Laws. All lightning fittings and equipment selected shall be having well tried out design. All the materials used in the assembly of fittings and their accessories shall be high quality and manufactured in accordance with the best modern practice.

Contractor

Superintending Engineer

13. All the materials supplied by the contractor according to the complete conditions will be subject to inspection and approval by the Engineer or his representative from time to time. The contractor will provide all facilities for such inspections free of cost. At the time of inspection the owner or his representative will have full liberty to reject any such materials which does not confirm to the specification/or requirement. No claim for any reject materials will be entertained by the owner the contractor will remove all rejected materials from site at his own cost. No surplus materials procured by the contractor will be accepted by the owner.
14. The contractor will be responsible to get the Electric Installation cleared by the electrical Inspector of Orissa Government of required only the inspection fee will be reimbursed on production of challan copy.
15. The arrangement of switch boards shall be such that the operating handles of the Top mounted switches are within the convenient reach of operator (about 1.2 Mtrs. from the finished floor level) and proper space shall be provided for the termination of the cable in the switches provided below the Bus Bars.
16. The Bus Bars within the Bus Bar Chamber shall be liberally spaced for taking the riser connections. The Bus Bar with aluminum conductors shall be provided and PVC sleeves of different color shall be mounted on them for easy identification. Bolted joints for taking the riser connections instead of clamped type shall be preferred.
17. Two bolted type earthing terminals shall be provided on the switch Boards. All individual switches shall be connected with suitable size earth wire to the main earthing terminals of the switch board.
18. Danger Board and shock treatment / charts shall be displayed where ever required.
19. Switches provided for control light points shall conform to IS: 1087 and shall be rated for SA 250v as required.
20. The plug-Sockets provided in all the places shall be three pin types. The box sockets shall be flush Mouthed type.
21. Ceiling fans shall conform to India Standard specification IS: 374/1960. The fans shall be supplied with all standard accessories like Regulator and Capacitor etc.
22. The Performance rating of the propeller fans shall be in accordance with stipulations of ISI2313. All the fans shall be robust in design and construction and shall be supplied completed with wall bracket/clamp etc.
23. All fluorescent fittings supplied shall conform in general to IS: 191 and shall be completed with all standard accessories like choke starter and capacitor etc.
24. The type of enclosure provided for the fittings shall be as specific in the bill of quantities and the working drawings. The materials of construction for fittings used for outdoor installation shall be such that they shall withstand the atmospheric condition in that area.
25. Lamp holders used be full shock proof, spring loaded rotary type to ensure positive lamp locking. It should also be not possible to touch whole parts of the lamp holder both after the lamp has been taken out and during the insertion or removal of the lamp.
26. In all other types of wiring 25% of the schedule of rate per point for the first additional point and the rate will increase by 5% for every additional point thereafter. Thus for the 2nd, 3rd and 4th additional points on the same board, the rates will be 30%, 35% and 40% of the schedule rate per point

TECHNICAL NOTE

(To be enclosed with every Tender Call Notice)

Contractor

Superintending Engineer

1. The schedule of rates includes supply and fixing of all electrical wiring materials and accessories excepts major items such as fans/exhaust fans FL fitting M.V lamps and flood light etc.
2. All electrical wiring and accessories should be as per IS specification. The approval of E.E. in charge of the works should be obtained for materials regarding quality/ Brand for which ISI marked has not been granted.
3. Electrical wiring should be done as per the IS : 732/1989, reaffirmed 1995 code of practice of electrical wiring installations.
4. The length per point/circuit wiring should be taken in accordance with Para 9-4 and 5 of 18:5908/1970.
5. Earthing should be done as per done as per clause 8.0 to 9.5 of IS : 32/1963 and the earth resistance should be within the prescribed limits as per S.E Rules 1958 and as per Para 2.09 of National Electrical Code.
6. If more than one switch is located on a single board, the schedule of rate for every additional points on-the same board will be :
 - a) 50% is of schedule of rate per unit if surface wiring on T.W. fillets is adopted.
 - b) In all types of wirings: of more then- one point of same category is located on a single board, cost for materials for every additional point category wise on the same board will be the actual cost of materials and for labour, if will be 30% for first additional point and with increase of 7% for every additional point there of the rate of corresponding category of points.

Note*.

7. Final Bill will be released after successful completion of E.I work and Fire fighting work along with submission of final Inspection report/certificate from concerned electrical Inspector/fire authority and charging of building.

Approved

Sd/-

Asst. Executive Engineer
G.E. Sub-Division No-II , Rayagada

Sd/-

Superintending Engineer
Rayagada(R&B) Division No-II

SCHEDULE - H

Contractor

MEMORANDUM OF UNDERSTANDING

Superintending Engineer

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

AND

Second Party I Sri/Smt....., Aged years, S/O, At /
P.O. / Dist..... (Hereinafter called the Second Part) having H.T. / L.T/ M.V license registration
No..... valid up o

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

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

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

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

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

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

WITNESS

W1 – W2

Total: - 123 (One Hundred Twenty Three clauses only)

Total 62 (Sixty Two) pages only

APPROVED

-Sd-

**Er.Durga Madhaba Padhi
Superintending Engineer,
Rayagada (R&B) Division No-II**

Contractor

Signature Not Verified

Digitally signed by DURGA MADHABA PADHI
Date: 2026.05.11 21:20:22 IST
Location: Odisha-OD
Superintending Engineer