हिन्दुस्तान स्टीलवर्क्स कन्स्ट्रक्शन लिमिटेड

HINDUSTAN STEELWORKS CONSTRUCTION LIMITED

A Subsidiary of NBCC (India) Ltd. under the Ministry of Housing & Urban Affairs, GoI

Notice Inviting Tender for "Construction of Godabarisha Mishra Adarsha Prathamika Vidyalaya at 03 (three) locations in the district of Jajpur, Odisha (Package-II)"

ISSUED TO: M/S ----------

Month.....

Year.....

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1	Price Bid (online submission only)	**Online only**

HINDUSTAN STEELWORKS CONSTRUCTION LIMITED
A Subsidiary of NBCC (India) Ltd. Under the Ministry of Housing & Urban Affairs
Zonal Office: G.A. Plot No.803, Shyampur (Bharatpur), Bhubaneswar-751003, Dist. Khurda (Odisha)
Tel:- 0674-4053879
e-Mail:- hscl_bbsr@rediffmail.com
CIN: U27310WB1964GOI026118

NIT No. HSCL/CPG/Odisha/GMAPV /2026-27/e-006 **Date: 04.06.2026**

NOTICE INVITING e-TENDER (NIT)

1.0 HSCL invites online percentage rate open tenders from experienced and eligible Contractors for "Construction of Godabarisha Mishra Adarsha Prathamika Vidyalaya at 03 (three) locations in the district of Jajpur, Odisha (Package-II)" under Odisha School Education Programme Authority, Govt. of Odisha and as per schedule as under:

1.1	Tendering Document No.	**HSCL/CPG/Odisha/GMAPV /2026-27/e-006**
1.2	Name of the Work	"Construction of Godabarisha Mishra Adarsha Prathamika Vidyalaya at 03 (three) locations in the district of Jajpur, Odisha (Package-II)"
1.3	Brief Scope of Work	"Construction of Godabarisha Mishra Adarsha Prathamika Vidyalaya at 03 (three) locations in the district of Jajpur, Odisha (Package-II)" **including but not limited to Civil, Site development works, public health works and electrification work as per NIT, ITT, GCC, SCC & BoQ.** **The three locations are:-** 1. Govt. High School Jenapur, Jenapur-GP, Dharmasala block ,Jajpur, Odisha. 2. Govt. HS, Madhupur, Kalan G.P, Rasalpur block, Jajpur, Odisha 3. Jagannath NUPS, Bhuban, Bhanipur, Dharmasala block, Jajpur, Odisha
1.4	Estimated Cost	**Rs. 15,51,10,342.46 (excluding GST)** (Rupees Fifteen Crores Fifty One Lakh Ten Thousand Three Hundred Forty Two and Paisa Four six Only) **(excl. GST)**
1.5	Period of Completion	**06 (Six) Months**
1.6	Earnest Money Deposit	**Rs. 15,51,104.00/-** (Rupees Fifteen Lakh Fifty One Thousand One Hundred Four Only) through online e-payment gateway or Bank Guarantee (BG) **as per ITT CL. 4.0.** Bank Details of Hindustan Steelworks Construction Limited

		for preparation of Bank Guarantee only: Name of Beneficiary: **Hindustan Steelworks Construction Limited** Bank Branch Name & Address: ICICI Bank Ltd. R.N. Mukherjee Road, Kolkata – 700 001 A/c. No. – 000605004870, Cust. ID – 504786416 Bank Branch IFSC Code – ICIC0000006 Unique Identifier for Field 7037 – HSCL504786416
1.7	Non-refundable cost of Tender document	**Rs. 20,060/- (Rupees Twenty Thousand Sixty Only)** i.e. (**Rs 17,000.00** + GST@ 18% **/-**) through online e-payment gateway only.
1.8	Non-refundable cost of e-Tender processing fee	**Pay directly through e-Payment Gateway** https://tendersodisha.gov.in **portal**
1.9	Last date & time of submission of Online Tender	**Up to 18.06.2026 by 03:00PM. (IST)**
1.10	Period during which hard copy in original of EMD, Cost of Tender Document, e-tender processing fee, Letter of unconditional Acceptance of tender conditions in Annexure-II, Notarized Affidavit in Form-H, enlistment order, if any, of the contractor and other document as per NIT shall be submitted.	**On the same day i.e. up to 03 :00PM on or before the Last date & time of submission of Online Tender.** **TIA Address :** **Zonal Head (Odisha)** **G.A Plot No. 803, Shyampur (Bharatpur)** **Bhubaneswar – 751003** **Khurda, Odisha**
1.11	Date & Time of Opening of technical Tender	**19.06.2026 at 03:30 PM**
1.12	Pre-Tender Meeting & Venue	Intending bidders are requested to submit their queries regarding the tender on or before **10.06.2026 by 05.30 PM** through email to **hscl_bbsr@rediffmail.com**.The Pre-bid meeting shall be held on **11.06.2026 at 04.00 PM** over Online Video Conferencing.
1.13	Date & Time of Opening of Financial Tender	To be Intimated Later
1.14	Validity of offer	150 days from the date of opening of tender.

1.15 The tender document can be downloaded from website https://tendersodisha.gov.in. Corrigendum, if any, would appear only on the website and not to be published in any News Paper".

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

i) Experience of having successfully completed similar works during the last 7 years ending **initial stipulated** last date of submission of tenders as per NIT:

a. Three similar works each costing not less than 40% of the estimated cost put to tender;

OR

b. Two similar works each costing not less than 50% of the estimated cost put to tender;

OR

c. One similar work costing not less than 80% of the estimated cost put to tender.

With reference to Clause No. 2.0 (A) of NIT, "Similar works" shall mean "***Residential/Non-Residential Building works of any no. of storeys at minimum two separate Sites,*** **not within same campus/premises,** ***under a single contract."***

"Successful completion" shall mean physical completion of construction of the project and the work has been executed in accordance with the contract terms and conditions, and has been completed to the satisfaction of the client/owner. It should be evidenced by a completion certificate (preferably in the format specified as FORM-G) issued by the respective client/owner .

For contracts that include both construction and Operation & Maintenance (O&M), successful completion shall refer to the completion of the construction portion of the work to the satisfaction of the client, irrespective of the completion of the O&M period. Accordingly, the cost of O&M portion shall not be included for evaluation purposes.

"Note: In case of projects having ECPT (Estimated Cost Put to Tender) above Rs. 1000 Cr., minimum eligibility criteria for similar work experience is defined by considering ECPT as Rs. 1000 Cr.

ii) The past experience in similar nature of work should be supported by certificates issued by the client's organisation. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount received as per the TDS Certificates.

iii) (a) The value of executed works, for the purpose of this clause shall also include the value of any materials (such as cement, steel, etc.), services (scaffolding, batching-plant, other machinery, etc.), which have been supplied by client/employer free of cost/ on discounted price to the contractor, and which have not been already included in the 'value of works executed' that is reflected/declared on the relevant 'experience certificate' or 'Letter of Award'. Such exclusion shall be specifically mentioned on the Letter of Award, ''Experience Certificate' and the 'value of free supplies' shall be separately certified by the employer, or in cases where the employer is a private entity, by a practicing cost/chartered accountant with his Seal/ signatures and registration number along with Unique Document Identification Number (UDIN) (holding valid certificate of practice),However work executed as labour contract shall not be considered.

(b) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date

of completion to previous day of initial stipulated last date of submission of tenders as per NIT.

iv) Joint-venture / consortia of firms / companies and Foreign bidders are not eligible to quote for the Tender.

(v) The bidders submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/ work done.

(vi) **Certificates in the name of other Companies:**

a) **Certificates of Subsidiary/Parent/Group Company/Own works:**
Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. On the other-hand, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/Own works shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

b) **Merger/ Acquisition of Companies**: In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters like turnover, profitability, net worth etc. of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms.

c) **Demerger of Companies:**

In case of Companies/firms, formed after demerger of any company, past work experience and financial parameters like turnover, profitability, net worth etc. of the original company before demerger will be considered proportionately for qualification by the new demerged entity to the extent of its ownership in the requisite assets and resources of the original company. However, such consideration of past work experience and Financial parameters shall only be allowed for a period of five years from the date of incorporation of the demerged entity.

vii) Foreign Certificate:

(a) In case the work experience is for the work executed outside India, the bidders have to submit the completion/experience certificate issued by the owner duly signed & stamped and affidavit to the correctness of the completion/experience certificates. The contractor shall also get the completion/experience certificates attested by the Indian Embassy/ Consulate/High Commission in the respective country.

In the event of submission of completion/ experience certificate/ other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber ofCommerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

Note:

Provided further that bidder from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with "Apostille stamp" affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

(b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission of tender including extension(s) given if any.

B. Financial Strength:

(i) The Average annual Audited financial turnover (after enhancement) for last 3 years shall be at least 40% of the estimated cost put to tender. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/signatures and registration number along with Unique Document Identification Number (UDIN).

In case the preceding financial year is unaudited, then the same shall be certified by Chartered Accountant in **FORM-C** and the three Financial Years immediately preceding the previous Financial Year shall be considered for evaluation.

In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.

The value of annual turnover figures shall be brought to the current value (i.e. preceding financial year) by enhancing the actual turnover figures at simple rate of 7% per annum.

Note-
Illustration 1: Suppose, Last Date of Bid submission is 21.05.2023 with unaudited balance sheet of last financial year. Relevant year of turnover shall be 2021-22, 2020-21, 2019-20. Figures of turnover of 2021 - 22 shall be enhanced by 7%. Figures of turnover of 2020-21 shall be enhanced by 14%. Figures of turnover of 2019-20 shall be enhanced by 21 %.

Illustration 2: Suppose, Last Date of Bid submission is 21.05.2023 with audited balance sheet of last financial year available. Relevant year of turnover shall be 2022-23, 2021-22, 2020-21. Figures of turnover of 2022- 23 shall not be enhanced. Figures of turnover of 2021-22 shall be enhanced by 7%. Figures of turnover of 2020-21 shall be enhanced by 14 %.

ii) Audited Net Worth of the company/firm as on last day of preceding (or last audited) Financial Year, should be **minimum 10% of the Estimated Cost put to Tender, duly certified by Chartered Accountant in FORM-C**.

iii) **Self certified copy of** Bank Solvency Certificate issued from Nationalised or any Schedule Bank should be one in number format least 40% of Estimated Cost of the Project put to tender. The certificate should have been issued within 6 months from original last date of the submission of the tender.

Note: Bank Solvency Certificate is not required if estimated cost put to tender is up to **Rs.10 Crore**.

iv) The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.

The bidders are required to upload and submit page of summarised Balance Sheet (Audited) and also page of summarised Profit & Loss Account (Audited) for last three years.

3.0 The intending tenderer must read the terms and conditions of HSCL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall formpart of Tender Document.

4.0 Those intending tenderers/contractors not registered on the website i.e. https://tendersodisha.gov.in, ~~mentioned above with M/s. RailTel Ltd.~~ are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website i.e. https://tendersodisha.gov.in. The intending tenderer must have class-III digital signature to submit the tender.

5.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted on the e-Tender website after having digital signature by the bidder and after uploading the requisite scanned documents.

6.0 **Set of Contract/Tender Documents**:

The following documents will constitute set of tender documents:

a) Notice Inviting e-Tender

b) Quoting Sheet for Tenderer

c) Instructions to Tenderers & General Conditions of Contract (Page to)

d) Technical Specifications

e) Bill of Quantities

f) List of approved makes of materials

g) Tender Drawings (Page to)

h) Memorandum Annexure-I

i) Acceptance of Tender Conditions (Annexure-II)

j) Integrity pact (Annexure-III)(To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)

k) Addendum/Corrigendum, if any- Duly signed by authorized person

l) Special Conditions of Contract

m) Pre-bid clarifications, if any

7.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

8.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.

However, after submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

9.0 When it is desired by HSCL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.

10.0 On opening date, the tenderer can login and see the tender opening process.

11.0 Contractor can upload documents in the form of JPG format and PDF format.

12.0 Contractor is required to upload scanned copies of all the documents including valid GST registration/EPF registration, PAN No. as stipulated in the tender document.

13.0 If the contractor is found ineligible after opening of tenders, his tender is found invalid, cost of tender document and processing fee shall not be refunded.

14.0 Notwithstanding anything stated above, HSCL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of HSCL. In case, tenderer's capabilities and capacities are not found satisfactory, HSCL reserves the right to reject the tender.

15.0 **Certificate of Financial Turn Over:**
At the time of submission of tender, the tenderer shall upload Affidavit/Certificate from Chartered Accountant with his Seal/ signatures and registration number along with Unique Document Identification Number (UDIN) mentioning Audited Financial Turnover of last 3 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarised balance sheet (Audited) and one page of summarised Profit & Loss Account (Audited) for last 03 years shall be uploaded.

16.0 In case of Percentage Rate Tender, Contractor must ensure to quote single percentage rate. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. The Rate shall be Quoted upto 2 Decimals.

In case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities / Schedule of Quantities.

If the tenderer has not quoted for all the items/the entire requirement as specified in the respective schedule/ BOQ, the bid submitted by him shall be treated as unresponsive and be ignored.

17.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 7 days from the date of uploading of Tender on websitebut latest by so as to reach HSCL office not less than 2 days prior to the date of Pre-bid meeting (if to be held as per NIT). HSCL will reply only those queries which are essentially required for submission of bids. HSCL will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 7 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/manufacturers. Further, the intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

18.0 **Integrity Pact (For all contracts valuing Rs.5.00 Crores and above)**

18.1 Integrity Pact duly signed by the tenderer shall be submitted. Any tender without uploading pre-signed integrity Pact shall be liable for rejection.

18.2 **Independent External Monitors**

(i) In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.

(ii) The Independent External Monitor(s) (IEMs) have been appointed by HSCL in terms of Integrity Pact (IP)-Section 6, which forms part of the tenders /Contracts. The contact details of the Independent External Monitor (s) are posted on the HSCL's website i.e. www.hsclindia.in.

AN ISO 9001-2015 COMPANY
A Miniratna I CPSE

हिन्दुस्तान स्टीलवर्क्स कन्स्ट्रक्शन लिमिटेड
HINDUSTAN STEELWORKS CONSTRUCTION LIMITED
A Subsidiary of NBCC (India) Ltd. Under the Ministry of Housing & Urban Affairs

Independent External Monitor (IEMs) of HSCL

Name	**Shri Ashok Kumar Tripathy, IAS Retd.**	**Shri Punati Sridhar, IFS(R), Former PCCF (HoFF) Karnataka State**
Permanent Address	Apartment No. 202, Tower No. 8, Z1 Advaita Apartments, Kalarahanga, Bhubaneswar Nandankanan Road, Near KIIT University Square, Bhubaneswar 751024 Odisha	8C, Block 4, 14-C, Cross, MCHS Colony, HSR 6th Sector, Bengaluru - 560102 (Karnataka)
Email Address	tripathyak@yahoo.com	poonatis@gmail.com
	* Appointed w.e.f. 19.05.2025 for a period of three years	

Note: IEMs can be contacted, if required, by the bidders only towards Integrity Pact related queries / clarifications. For any other queries / clarification, if required, at any point of time before submission of tender, the bidders should contact the person whose name (s) has been mentioned in the Tender document at Cl. No. 23 of NIT for Contractor and Cl. No. 31 for Architectural Consultancy tenders.

(iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases

referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between HSCL and Contractor.

(iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors etc. with confidentiality.

19.0 List of Documents to be scanned and uploaded on the e-tender website within the period of tender submission:

a) To upload the following against EMD as per NIT :-

(i) **Through online e-payment gateway.**

OR

(ii) BG from any Nationalized or Scheduled Commercial Bank, against EMD, as per NIT, along with the following: -

(1) Copy of delivery report from the Bank Guarantee issuing Branch

OR

(2) Acknowledgement of transmission of SFMS Message from the Bank Guarantee issuing Branch

In case of submission of BG: If SFMS confirmation from the beneficiary Bank i.e. HSCL's designated Banker as mentioned at NIT Clause 1.6 (c) / SFMS delivery report / acknowledgement of transmission of SFMS Message from the Bank Guarantee issuing Branch is not received, for any reason whatsoever; the BG for EMD submitted by the bidder shall be considered as invalid and the bid will be liable for rejection, unless otherwise stated.

As per RBI Guidelines the SFMS message type should be **"760 COV".**

The details of Banker of beneficiary of Bank Guarantee i.e. HSCL Banker details are given above at NIT Clause 1.6 (b).

b) E-payment Transaction details towards cost of Non-refundable Tender Document and eTender Processing Fees.

c) **Form-H –Affidavit** duly notarized by Notary Public on Non-Judicial Stamp Paper of Rs. 100/-for correctness of Documents /Information.

d) **Unconditional Letter of Acceptance of Tender Conditions** (in original) (Annexure-II) (On Letter Head of the Applicant/ Bidder).

e) **Integrity pact** duly signed by the contractor (Annexure-III) (for all contracts valuing Rs.5.00 Crores& above).**The bidders are required to download the Integrity Pact as uploaded in the tender documents,** and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites.

f) Details of Similar Work Experience Certificates - FORM-A.

g) Details of Similar Works executed as part of JV/Consortium, and claimed in bid (if any) - FORM-B.

h) Financial Details- FORM-C.

i) TDS details for Private Sector Projects - FORM-D.

j) Self-certified copy of Bank Solvency Certificate- FORM-E.

k) Documents regarding Net Worth of the Company Firm.

l) Memorandum Annexure-I.

m) Power of Attorney/ Board Resolution of the person authorised for signing/submitting the tender.

n) Valid GST registration/ EPF registration/ PAN NO.

o) All pages of the entire Corrigendum (if any) duly signed by the authorized person.

p) Pre-bid clarifications, if any.

q) General Information – Form-F along with cancelled cheque

r) Work Experience Certificates consisting of details as mentioned in Form-G

s) Registration Details of the contractor in the GST Act– Form-I

t) Proforma for Details of Client Organization in respect of Work Experience Certificates. – (Form – J)

u) Annexure-C, Undertaking by Bidder with respect to clause no. 03, 38 and 39 of Special Conditions of Contract (SCC)

NOTE:

1. The documents at sl. No. a, b, c and d (i.e. Cost of tender document, eTender Processing Fee, EMD, Unconditional letter of acceptance duly signed on letter head of Applicant/Bidder (Annexure-II), Notarized Affidavit in Form H for correctness of document/ information)are required to be submitted **in original in hard copy** within the period of tender submission. All other documents are not required to be submitted in hard copy.
2. In case of non-submission of Cost of tender document, eTender Processing Fee and EMD of the requisite amount and/or Bank Guarantee in the physical form, the bid shall be rejected summarily without seeking any further clarification.

   However, in case EMD is submitted in form of BG and if the delivery report / acknowledgement of transmission of SFMS Message from the Bank Guarantee issuing Branch is not uploaded in **online** Portal or the SFMS confirmation is not received from our designated Bank, the bidder shall be required to comply the same within 03 (three) working days, after opening of Technical Bid; on being asked

to do so, otherwise the Bid shall be considered as invalid and will be liable for rejection.

3. Unconditional letter of acceptance duly signed on letter head in Annexure-II, Notarized Affidavit in Form H for correctness of document/information are mandatory documents and are need to be checked carefully for its correctness before **online** submission of tender. The bid shall be rejected out righty in case of its non-submission **at the online portal** without seeking any further clarification/document. No claim of the bidder whatsoever shall be entertained by HSCL in this regard.

   However, if any of the above documents at sl. no. 'c' and 'd' are submitted along with the bid but are not in the correct format as per NIT, then such bidders will be given an opportunity to submit the revised Unconditional letter of acceptance and / or Affidavit in the current date and in the correct format by giving time period of **maximum** 03 (three) working days. If bidder does not submit the correct documents in 03 (three) working days, bid will be rejected.

4. The bidders are advised to upload complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on the website by the bidders with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an already submitted document shall be accepted after last date of submission of bids.
5. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information are liable to be rejected.
6. All the uploaded documents should be in readable, printable and legible form failing which the Bids are liable for rejection.
7. The Bank Guarantee for EMD submitted by the bidders has to be in the format prescribed in GCC/NIT.

20.0 All the uploaded documents shall be considered as duly signed by contractor/ authorized representative.

21.0 **HSCL** reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. HSCL does not bind itself to accept lowest tender. The HSCL reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by HSCL after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by HSCL on this account.

22.0 For all scheduled BOQ items, the nomenclature/rates/unit of applicable DSR items shall be applicable. In case, any ambiguity is observed in scheduled BOQ items, nomenclature, unit and rate of relevant DSR item will hold good.

23.0 Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.

24.0 In case of any query, please contact **Shri N. S. Sarkar, Zonal Head (Odisha) Tel. 0674-2554895/ Shri Geet Bhaskar, Dy. Manager (Civil)**, **Mobile: +91-9348595474**, email ID: hscl_bbsr@rediffmail.com, Email ID: cpghsclho@gmail.com during office hours only.

For any Support regarding e-Procurement Application Service Requests and Technical issues related to Document Uploads, Encryption/Decryption Key issues, Bid Evaluation, Bidder Login issues, New Registration issues, Key Uploads, DSC Key installation, Bid Submission, system users may please mail to eprochelpdesk@gmail.com/ support-eproc@nic.in. **All e-Mails would be acknowledged for Resolution, within official working hours receipt barring all holidays or contact the helpdesk telephone numbers of State Procurement Cell(SPC), Govt. of Odisha available on the https://tendersodisha.gov.in.**

Zonal Head
HSCL,Odisha

Annexure-I

MEMORANDUM

Sl. No.	Description	Cl. No. of NIT/ITT/ Clauses of Contract (CC)	Values/Description to be Applicable for Relevant Clause(s)
1)	Name of Work		"Construction of Godabarisha Mishra Adarsha Prathamika Vidyalaya at 03 (three) locations in the district of Jajpur, Odisha (Package-II)
2)	Client/Owner		Odisha School Education Programme Authority, Govt. of Odisha
3)	Type of Tender		Percentage Rate Tender
4)	Earnest Money Deposit	NIT	**Rs. 15,51,104.00/- (**Rupees Fifteen Lakh Fifty One Thousand One Hundred Four Only)
5)	Estimated Cost	NIT	**Rs. *15,51,10,342.46* (excluding GST)** (Rupees Fifteen Crores Fifty One Lakh Ten Thousand Three Hundred Forty Two and Paisa Four six Only) **(excl. GST)**
6)	Time allowed for Completion of Work	NIT	**06 (Six) Months**
7)	Mobilization Advance	CC / 4.0	Not applicable on this contract
8)	Interest Rate of Mobilization Advance and/or other Advance	CC / 4.0 5.1, 23.4.2	Simple Interest Rate @10% (Ten Percent only) (Per Annum)
9)	Schedule of Rates applicable		OSR 2022 (Post GST rate) – For Scheduled Items. Market Rate – For Non-Scheduled Items.
10)	Validity of Tender	ITT / 8.0	150 (One Hundred Fifty) Days
11)	Performance Guarantee	CC / 2.0	**5.00% (Five Percent Only)** of contract value within 15 days from the issue of Letter of Award.
12)	**Additional Performance Guarantee** {Valid in case of Abnormally Low Bid (ALB) by the L-1 Bidder, i.e. Winning Quote/Bid is less than 95% of Estimated Cost put to tender.}	**CC / 2.6**	**Full amount equivalent to the difference between the "95% of Estimated Cost put to tender" and "ALB"**
13)	Security Deposit / Retention Money	CC / 3.0	5.00 % (Five Percent Only) of this gross value of each running/Final bill.
14)	Time allowed for starting the work	ITT / 15.0	The date of start of contract shall be reckoned from 07 days after the date of issue of letter of Award.
15)	Deviation limit beyond which clause 6.2 & 6.3 shall apply for all works except foundation.	CC / 6.0	BUILDING WORK: 30% ANNUAL REPAIR &MAINTENANCE OF BUILDINGS: 50% ROAD WORK: 50% Note:-The Deviation Limit of Building Work shall

<table>
<tr><td></td><td></td><td></td><td>also apply for combined works (Building and Road)</td></tr>
<tr><td>16)</td><td>Deviation limit beyond which clause 6.2 & 6.3 shall apply for foundation work</td><td>CC / 6.0</td><td><table><tr><td>BUILDING WORK</td><td>ANNUAL REPAIR & MAINTENANCE OF BUILDINGS</td><td>ROAD WORK</td></tr><tr><td>100%</td><td>NOT APPLICABLE</td><td>NOT APPLICABLE</td></tr></table>
Note:-The Deviation Limit of Building Work shall also apply for combined works (Building and Road)</td></tr>
<tr><td>17)</td><td>Escalation</td><td>CC / 7.0</td><td>All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract</td></tr>
<tr><td>18)</td><td>Recovery rate of work force supplied by HSCL to Contractor</td><td>CC / 71</td><td>Deleted</td></tr>
<tr><td>19)</td><td>Defect Liability Period</td><td>CC /38.0 SCC Cl. No.</td><td>36 (Thirty Six) Months from the date of taking over of the works by the HSCL or client, whichever is later.</td></tr>
<tr><td>20)</td><td>Bank Guarantee for waterproofing work and anti-termite treatment</td><td>CC/52.0</td><td>Rs. 4,44,723/- (INR Four Lakh Forty Four Thousand Seven Hundred Twenty Three Only)or 50% (fifty percent) of executed amount under water proofing work (Incl. GST) and anti-termite treatment (Incl. GST) which is ever is higher (to be submitted before release of security deposit)</td></tr>
<tr><td>21)</td><td>Utilization of products from recycled C&D waste, as per C&D Waste Management Rules, 2016</td><td>CC/53.1</td><td>10-15% of the all the fine and coarse aggregates shall be recycled aggregate (RA) and Recycled Concrete aggregate (RCA) from Construction and Demolition (C&D) waste as per IS 383:2016</td></tr>
<tr><td>22)</td><td>GST Rate applicable in this contract</td><td>CC/18.0</td><td>18% (Eighteen Percent)</td></tr>
</table>

Instructions to Tenderers (ITT)

1.0	Online percentage rate open tenders are invited from experienced and eligible Contractors for "C**onstruction of Godabarisha Mishra Adarsha Prathamika Vidyalaya at 03 (three) locations in the district of Jajpur, Odisha (Package-II)**" and as per schedule as under:
2.0	The work is estimated to cost Rs ***15,51,10,342.46* (excluding GST)** (Rupees Fifteen Crores Fifty One Lakh Ten Thousand Three Hundred Forty Two and Paisa Four six Only) **(excl. GST).** This estimate, however, is given merely as a rough guide.
3.0	The tender document as uploaded can be seen on website **https://tendersodisha.gov.in** and www.eprocure.gov.in and can be downloaded free of cost.
4.0	**Earnest Money Deposit** Earnest Money Deposit of amount as mentioned in "NIT/Memorandum (Annexure-I)" required to be submitted along with the tender shall be paid either through online **e-payment gateway** or in the form of Bank Guarantee from any Nationalised or Scheduled Commercial Bank payable at place as mentioned in NIT in favour of Hindustan Steelworks Construction Limited as per the enclosed format. The Bank Guarantee against EMD (if submitted) shall be valid for minimum period of 180 (One Hundred Eighty) days from the original last day of submission of Tender. The EMD shall be scanned and uploaded in the e-Tendering website within the period of tender submission and original should be deposited in office of HSCL within the due date as mentioned in the NIT. The EMD shall be payable to Hindustan Steelworks Construction Limited without any condition(s), recourse or reservations. (i) The Bid will be rejected by HSCL as non-responsive and shall not be considered in case EMD is not receivedof the requisite amount and/or Bank Guarantee (if opted) in the physical form. (ii) The EMD of unsuccessful bidders in technical evaluation shall be returned within 30 days of declaration of technical evaluation results. Further, the EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid. (iii) The EMD of the successful bidder will be discharged after the contractor has furnished the required acceptable performance guarantee. (iv) No interest shall be paid by HSCL on the EMD. (v) The EMD may be forfeited:

	a) if the bidder withdraws the bid after bid opening during the period of validity; b) Any unilateral revision in the offer made by the tenderer during the validity of the offer. c) If the Contractor hides/withholds (or does not disclose) any material information. d) Upon non acceptance of LOI/LOA, if and when placed. e) In the case of a successful bidder; if the bidder fails to Sign the Agreement with in the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract. f) If any bidder furnishes any incorrect or false statement/ information/document. g) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of HSCL and/or name of bidder's near relative who is posted in the project Office/concerned Zone/ Unit / CPG Office of HSCL. h) If bidder commits any breach of Integrity Pact.
5.0	Interested contractor who wish to participate in the tender has also to make following payments within the period of tender submission: (A) Cost of Tender Document – As per Para-19 of NIT through online e-payment gateway. (B) e-Tender Processing Fee – As per Para-19 of NIT through online e-payment gateway. (C) EMD – As per Para-19 of NIT. Cost of tender document, eTender Processing Fee, EMD, Unconditional letter of acceptance duly signed on letter head of Bidder in Annexure-II, Notarized Affidavit in Form-H for correctness of document/ information) are required to be submitted in original in hard copy within the period of tender submission. These shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document and Cost of e-Tender Processing Fee, Affidavit in Form H and Unconditional letter of acceptance" with name of work and due date of opening of the tender also mentioned thereon.

	(All other documents are not required to be submitted in hard copy)
6.0	The documents are to be submitted in the office of HSCL before last date & time of submission of tender mentioned in the NIT. The documents submitted shall be opened as per the time/date mentioned in the NIT. Online technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Cost of tender document, e-Tender Processing Fee and Earnest Money Deposit and other documents placed in the envelope are found in order. The Price tender of those tenderers whose documents are found to be in order shall be opened. The date of opening of price tender shall be informed to the tenderer.
7.0	The tender submitted shall become invalid if: i) The tenderer is found ineligible. ii) The tenderer does not upload all the documents as stipulated in the tender document. If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.
8.0	**VALIDITY OF TENDER** The tender for the works shall remain open for acceptance for a period of 150 (One Hundred Fifty) days from the date of opening of tender. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the HSCL, then the HSCL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.
9.0	**ACCEPTANCE OF TENDER** HSCL reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. HSCL does not bind itself to accept the lowest tender. The HSCL reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by HSCL after split up at the quoted/negotiated rates.
10.0	The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
11.0	The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, and status/occupation with dated signatures.
12.0	On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-

	Charge or its authorized representative shall be intimated by the contractor within 07 days of issue date of letter of Awards by HSCL.
13.0	The tenderer shall not be permitted to tender for works if his near relative is posted in the project office or concerned Zonal Office of the HSCL as **Zonal Finance Inchage or as an Officer in any capacity between the grades of E-1 to E-6 (for Engineering Cadre only)(both inclusive)**. The contractor 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 of the Executives in HSCL. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under HSCL. For the purpose of operation of this clause a near relative shall mean wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.
14.0	The time of completion of the entire work, as contained in contract shall be as mentioned in "Memorandum - Annexure-I", which shall be reckoned from the date of start.
15.0	Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
16.0	The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
17.0	The drawings with the tender documents are Tender Drawing and are indicative only.
18.0	**ADDENDA/ CORRIGENDA** Addenda/Corrigenda to the tender documents may be issued prior to the date of submission of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.
19.0	**SITE VISIT AND COLLECTING LOCAL INFORMATION** Before tendering, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and

	other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the HSCL at a later date.
20.0	**ACCESS BY ROAD** Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motorable condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of HSCL or any other agencies/ contractors who may be engaged on the project site, free of cost. Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.
21.0	**HANDING OVER & CLEARING OF SITE** 21.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of local traffic police or/and as per specification, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard. 21.2 The efforts will be made by the HSCL to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the HSCL shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the HSCL shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc. 21.3 Old structures on the proposed site, if required, shall be demolished by the contractor properly at his own cost unless and otherwise mentioned elsewhere in the tender document. The useful material obtained from demolition of structures & services shall be the property of the owner/HSCL and these materials shall be stacked in workmanship like at the place specified by the Engineer-in-charge.

	21.4 Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/ or need to demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by contractor in this regards shall be deemed to be included in the quoted rates of the bill of quantity items and contractor shall not be entitled for any extra payment whatsoever in this regard. 21.5 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation. 21.6 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. HSCL shall provide necessary authorisation to represent the client/HSCL before such authorities and only assist the contractor for liasioning in obtaining the approval from the concerned authorities. 21.7 Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same.
22.0	**SCOPE OF WORK** 22.1 The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be executed according to the drawings to be released as "GOOD FOR CONSTRUCTION" from time to time by the Engineer-in-charge of HSCL and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.

	22.2 The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per clause No. 6.0 of contract.
23.0	**APPROVAL OF TEMPORARY / ENABLING WORKS** The setting and nature of all offices, huts, access road to the work areas and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer-in-charge. All the equipment, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract-shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account.
24.0	**CLARIFICATION AFTER TENDER SUBMISSION** Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the HSCL and/or his employees/ representatives on matters related to the tender under consideration and that if necessary, HSCL will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.
25.0	**ORDER OF PRECEDENCE OF DOCUMENTS** In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence. i) Letter of Award, along with statement of agreed variations and its enclosures, if any. ii) Addendum / corrigendum/ Clarifications (if any) iii) NIT/ITT iv) Special Condition of Contract ('SCC') v) Technical Specifications (General, Additional and Technical Specification) as given in Tender Documents. vi) Description of Bill of Quantity / Schedule of Quantities. vii) General Conditions of Contract. viii) Drawings ix) CPWD/ MORTH or local authorities specifications or rates updated with correction slips issued up to last date of receipt of tenders. x) Relevant Quality Codes including National Building Code 2016, B.I.S. Codes, RDSO standards, etc.

	xi) Between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other clauses; xii) Between any value written in numerals and that in words, the latter shall prevail.
26.0	The benefits under the Govt. policies as under shall be available to the eligible bidders on submitting relevant supporting documents. 1. Public Purchase (Preference to make in India) order 2017 or any further revision at any later date 2. MSMED Act, 2006 and Public Procurement Policy for MSEs, Order- 2012 or any further revision at any later date - The policy shall be applicable to Exclusive Service and Supply Contract wherein Supplier provides goods or services at his own without being procured full or part of it from the market. Therefore, the policy shall not be applicable to the following: a. Service Contracts in the nature of Works Contracts; b. Service contracts which are in the nature of Composite Supply (wherein services provided by the bidder is limited and some of the services/ goods are procured by them from some other party or wherein they need to associate with other consultants to complete the work); c. Traders.
27.0	Bids from Contractor' against whom action to suspend business dealings has been taken by **HSCL or NBCC or any of its subsidiaries**, shall not be accepted for any future enquiry/ bid/ tender till the expiry of period of debarment. Bidders **should always** refer to the **'Guidelines on Suspension of Business Dealings'** on HSCL's website under TRANSPARENCY / Policy & Guidelines segment.
28.0	Bidder shall read the latest guidelines issued by the Government of India with respect to restriction on procurement from a bidder (refer definition of "Bidder" in the said guidelines) of a country which shares land border with India and shall ensure to comply these guidelines. In case of any violation of the said guidelines, this would be a ground for debarment in future tenders and also further legal action in accordance with Law.

Annexure I-A

PHYSICAL MILESTONES

S. No.	Name of Activity/ Item of Work	Completion Time/ Date	Amt. (or % of Contract Value) to be withheld in case of non-achievement of milestone within scheduled time
1.	Completion of Area Cleaning, assistance for necessary approvals from the authorities as per clause 21.0 of ITT, Buidling Layout, Sub-structure Excavation for Foundation, Boring for Construction water, laying of PCC bed for foundation at all three locations.	1 (One) Month	0.75 %
2.	Sub-Structure works of RCC Foundations, Columns upto Plinth and Plinth Beam, including Back falling and its compaction, and all masonry works upto Plinth and ground floor PCC at all three locations.	1 (One) Month	1.25 %
3.	On completion of Civil Works (Ground Floor (GF) Columns beams & Slabs)	1 (One) Month	1.25 %
4	On completion of brick work and septic tanks	1 (One) Month	1.25 %
5.	Finishing works including fixing of door, windows, plastering and flooring	1 (One) Month	0.25%
6.	Finishing in all respect including painting, electrical fixtures, Testing, Commissioning, submission of inventory, submission of 'as built' drawings as per GCC, Fire Safety Certificate, Structural Safety Certificate (as applicable) and final handing over.	1 (One) Month	0.25%

'ANNEXURE – A'

Name of the work: "Construction of Godabarisha Mishra Adarsha Prathamika Vidyalaya at 03 (three) locations in the district of Jajpur, Odisha (Package-II)".- Approval of SCC- Reg.

SPECIAL CONDITIONS OF CONTRACT

1. **Performance Guarantee** as per GCC Clause No. 2.0 @ 5% of the contract value including Additional Performance Bank Guarantee, if any, in the form of irrevocable BG payable in favour of HSCL, shall be submitted within 15 days from the issue of Letter of Award along with the transmission report of SFMS Confirmation which shall be communicated through the following Bank: -.

Bank Details of Hindustan Steelworks Construction Limited for preparation of Bank Guarantee & SFMS Confirmation:

Name of Beneficiary: Hindustan Steelworks Construction Limited,
BG proceeds, if any, in the following Bank details :
Branch Name & Address: ICICI Bank Ltd.
R.N. Mukherjee Road, Kolkata – 700 001
A/c. No. – 000605004870, Cust. ID – 504786416
Bank Branch IFSC Code – ICIC0000006
Unique Identifier for Field 7037 – HSCL504786416
Official Email ID: hscl.fund@gmail.com
NB: As per RBI Guidelines the SFMS message type should be "760 COV".
In case of any delay towards submission of Performance Guarantee (including Additional Performance Guarantee, if any), beyond initial 15 days as per clause no. 2.O of GCC, penal recovery @ 5.0% per Annum on the guaranteed amount for the period of delay beyond initial 15 days, shall be deducted from the agency.
All other clauses of General Conditions of Contract (GCC) Contracting-2024 for PMC Works (Updated Dtd: 26.06.2024) with Amendment No.07 dated 02.01.2026 shall remain same.

2. The agency shall work out the quantities of items to be executed based on the Structural drawings, Architectural drawings, and site conditions before the execution of the work, and any deviation from the BOQ shall be brought to the notice of HSCL within one month from the commencement of work.

3. **Additional Performance Bank Guarantee (In partial modification to clause 2.6 of the GCC)**
Additional Performance Security in the form of irrevocable Performance bank Guarantee (PBG), in favour of HSCL from any nationalized bank or all commercial scheduled banks for an amount as mentioned in table below shall be submitted within 15 days from the date of issue of Letter of Award. This Performance Security shall be in addition to the Performance Guarantee mentioned in Clause 2.0 of the GCC.

Sl. No	Range of Difference between the Estimated cost put to tender and Awarded Value.	Additional Performance Security to be deposited by the successful bidder.
1	Awarded Value up to 5 % below the Estimated Cost put to tender.	NIL
2	For Awarded Value lower than 5 % below the Estimated Cost put to tender.	Difference between the awarded value and 95 % of the Estimated Cost put to Tender.

Note: For example; if the bidder quotes -5 % of the Estimated Cost Put to Tender, then no additional performance bank guarantee is required. If the bidder quotes -6 % of the Estimated cost, then the bidder has to submit additional performance guarantee equal to 1%. Similarly,

	if the bidder quotes -7% of the Estimated cost, then the bidder has to submit additional performance guarantee equal to 2% and so on. The Validity of the Additional Performance Guarantee shall be same as that of the original Performance Guarantee. The Additional Performance Guarantee may be submitted in the same format of Performance Guarantee or this additional amount may be added to the Performance Guarantee. All other clauses of General Conditions of Contract (GCC) Contracting-2024 for PMC Works (Updated Dtd: 26.06.2024) with Amendment No.07 Dated 02.01.2026. **An undertaking in this regard shall be submitted along with bid in the Online portal as per Annexure-C.**
4.	For any variation over the quantities of the original BOQ, the agency shall immediately submit a revised estimate with proper justification and the funds in respect of excess expenditure will be released only if the justification given by the agency is found to be in order and the revised estimates are approved by the Client. The Construction Agency shall not make any variation on its own from the approved LOP (Layout plan), Drawing and scope of work as approved in award value without the approval of client. For any variation necessitated due to site conditions or any other reasons thereof, approval of Client shall be obtained.
5.	**Original (hard copy)** in single sealed envelope superscripted as "Name of Work" with NIT No., Due date and time of Opening of the NIT also mentioned thereon and to be submitted in the office of HSCL before last date & time of submission mentioned in the NIT. **Sample-1.0 (Envelope Cover)** **NOTICE INVITING e-TENDER (NIT)for** "Name of Work" **NIT No.** HSCL/XXX/XXX/e-XXX **Date.** XX/XX/2026 Last date & time of submission of NIT : Up to XX/XX/2026 by XX:XX Hours Date & Time of Opening NIT : XX/XX/2026 at XX:XX Hours **From** :Mr/Mrs..... M/s. ..... (Name of Bidder as per https://tendersodisha.gov.in & Tender Document) Complete Address .... Pin Code ..... Tel/Mob. No. ..... **To** Zonal Head TIA Address : Zonal Head (Odisha) G.A Plot No. 803, Shyampur (Bharatpur) Bhubaneswar – 751003 Khurda, Odisha
6.	The entire work is to be carried out as per the OPWD/CPWD Technical Specifications, conditions of **Odisha School Education Programme Authority, Govt. of Odisha**, and HSCL. All the material procured for the work shall be of standard makes conforming to relevant IS standards/ CPWD/OPWD specifications/ BIS specifications & should have BIS/ISI certification mark. The bidder shall submit minimum of 3 Nos. of samples having specifications as per BOQ and having BIS/ ISI certification supported by technical specifications/ MTC/ OEM certificates etc. to the Engineer-in- charge/ client for approval. The decision of the Client/ Engineer-in-charge in this regard shall be final and binding. Also, the contractor shall submit the material approval list well in advance with all relevant supporting documents prior to procurement.

	Further, the contractor shall ensure timely delivery & safe custody of the material & the cost for the same is deemed to be included in the quoted rates.
7.	All material and labour whether specifically mentioned or not in the Specification and or BOQ shall be provided by the contractor to complete the work. The scope of work shall be in general but not limited to that only. Any other work required for completion & commissioning of this project whether specifically mentioned or not in the BOQ is covered in the scope of this work and has to be carried out by the contractor as an extra item as and when required depending upon approval of rates as per instruction of engineer–in–charge.
8.	Unless otherwise agreed to, all condition applicable to HSCL as per the agreement between **HSCL & Odisha School Education Programme Authority, Govt. of Odisha** shall also be applicable to the contractor.
9.	Any issue not covered in the agreement between **HSCL & Odisha School Education Programme Authority, Govt. of Odisha** shall be governed by HSCL's General Conditions of Contract.
10.	Except otherwise stated, all other clauses of General Conditions of Contract (GCC) Contracting-2024 for PMC Works (Updated Dtd: 26.06.2024) with Amendment No.07 dated 02.01.2026 shall remain same.
11.	The use of wooden props for the Centering and Shuttering of Suspended Floors, roofs and balconies are prohibited. The Centering and Shuttering of Suspended Floors, roofs and balconies shall invariably be done with Adjustable telescopic props and Adjustable spans.
12.	The use of manual mixer for concreting is prohibited for all RCC works. For the concreting with RCC, Self-loading concrete mixers, Batching Plant of Ready-Mix Concrete Plant shall be used.
13.	All reinforcement in the Slabs, Beams, Columns and Foundations etc. shall be placed and maintained in the position as shown in the structural drawings by providing **readymade cover blocks Grade M40** and above with rectangular, circular shape.
14.	Acrylic based curing compound should mandatorily use on vertical surfaces of concrete, immediately after removing the form work and should be applied in single coat in two applications at right angle to each other. Few Notable brands like Fosroc/Sika/Cico may be used in Project with the approval of Engineer in-Charge.
15.	For all works involving RCC works, to ensure the quality of the hardened concrete, non-destructive tests like ultrasonic Pulse Velocity (UPV) test shall be constructed as per IS 516-Part V, Section 1 through specialist agency / 3rd Party Quality Assurance team besides maintaining all the standard quality tests of quality control of RCC. HSCL shall appoint the third party or specialist agency and the payment towards the above tests to the third party or specialist agency shall be recovered from the contractors' running bills.
16.	To ensure the structural durability and quality of the concrete structures, Concrete Core Cutting test shall be conducted on Quarterly basis for each grade of concrete as per IS 516-Part IV through specialist agency / 3rd Party Quality Assurance team besides maintaining all the standard quality tests of quality control of RCC. HSCL shall appoint the third party or specialist agency and the payment towards the above tests to the third party or specialist agency shall be recovered from the contractor's running bills.
17.	A storage tank of required capacity shall be installed / constructed near the RO Plant from which underground Gl Pipeline shall be extended up to a tapping point near each building to be constructed. The Contractor shall deploy one worker each exclusively for each building of the Project for undertaking curing of various items i.e. RCC work, Plaster work; Brick work, Tile work etc. The Contractor must comply the said condition, failing which recovery @ Rs. 5,000/- per day per worker not deployed shall be made by HSCL towards the same from the contractor's RA Bills without any notice in this regard. The curing register for each building

shall be maintained at site by the Contractor Engineer and shall be duly signed by the HSCL Site Engineer.

18. All Waterproofing activities shall be undertaken only by specialized waterproofing agencies who shall be approved by Engineer-in-Charge of HSCL.

19. It is required for all the projects to have Chloride and Sulphate content tests at the following stages;
(a) At the time of Concrete Mix Design with proposed source materials.
(b) At the time of start of work at project site.
(c) Intermittently during execution at interval of 3 months or change of any source of concrete whichever is earlier.

20. A list of technical circulars has been issued by the Competent Authority of HSCL, indexed and enclosed as Annexure-B. These circulars shall form part of the SCC, and bidders are advised to familiarize themselves with their contents. Unless otherwise specified, the guidelines in these circulars must be strictly followed during the execution of the works.

21. **DEFECT LIABILITY PERIOD** (*The Cl. 38 of the GCC Shall be read as follows;)*
The contractor shall be responsible for the rectification of defects in the works for a period **Thirty Six (36)** months from the date of taking works by the HSCL or clients whichever is later except those pertaining to leakage/ dampness which are governed by Clause **52.0** of the GCC. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by HSCL at the cost and expense of the contractor.

22. To streamline operations, enhance quality, and ensure efficient execution, supervision, and monitoring of the project, it is essential to involve technically proficient and experienced personnel. The successful execution of construction projects relies heavily on the effective deployment, training, and management of technical manpower. A list of required of technical manpower for the above-mentioned work is mentioned below.

Cost of Work (Rs. In Crores)	Requirement of Technical Staff		Minimum Experience (Years)	Designation of technical staff	Rate at which Recovery shall be made from the contractor in the event of not fulfilling.
	Qualification	(Number of Major +minor component)			
More than 10 to 20 Crore	Graduate Engineer	1	10 (and having experience of one similar nature of work)	Project Manager	As per GCC Clause No. 67.4
	Graduate Engineer or Diploma Engineer	1	5 or 10 respectively	Project/Site Engineer	As per GCC Clause No. 67.4

More than 10 to 20 Crore	Graduate Engineer or Diploma Engineer	1+1	2 or 5 year respectively	Project/ Quality/ Billing Engineer	As per GCC Clause No. 67.4
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 year respectively	Project/Planning /Quality/ Billing Engineer	As per GCC Clause No. 67.4

Notes:
1. 'Cost of work' in table above, means the estimated cost of the work put to tender.
2. Nothing extra need to be added while preparing market rate justified amount of the work if stipulation is made as per above recommended scale of requirement of technical staff.
3. Requirement of technical staff and their experience can be varied depending upon nature of work by Zonal Head / Engineer-in-charge with recorded reasons.
4. The Zonal Head / Engineer-in-charge shall mention the appropriate stage of employment of technical staff for minor component / specified work, if any.

The decision of the Engineer-in-charge in this regard shall be final and binding.

23. **As per Clause 80.1:** LAWS, BYE-LAWS RELATING TO THE WORK of GCC (for PMC works), "The contractor shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/E II dated 15.06.17 or any further revision at any later date during the entire tenancy of the contract. In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company (in the case of companies) or from a practicing-chartered accountant (in case of tenderer other than companies).

24. **Amendment/Corrigendum/Addendum or any further information related to these bids shall be available only on the website <https://tendersodisha.gov.in>. For Amendment / Corrigendum/ Addendum and any further information, if any, please visit <https://tendersodisha.gov.in > regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to collect the same from the above web site prior to the deadline of submission of Bid. HSCL shall have no responsibility for any delay/omission on part of the bidder. HSCL shall not be responsible if any bidder fails to notice any Amendment/Corrigendum/Addendum.**

Accordingly, Amendment/Corrigendum/Addendum or any further information related to these bids shall be invariably binding on Bidders and will be given due consideration by the Bidders while they submit their bids.

Bidders may regularly visit website https://tendersodisha.gov.in for any further details ~~and ref. Link given in topmost of HSCL's Website :~~www.hsclindia.in ~~'Tender''eNivida' segment in Home Page.~~

25. **Suspension of Business Dealings with Defaulting Contractors: -**
HSCL without any prejudice to its rights against the Contractor/Agencies/Firms in respect of breach of any of the terms of the agreement, or otherwise or to any claims or damages under any of the provisions of this contract or on account of any other acts as listed hereunder:

a) Misbehaviour/ ill treatment/ Derogatory Conduct to departmental officials during tendering process/ execution of work,

b) Failure to execute a contract satisfactorily after placement of work order/LOI/LOA,

c) Persistent and intentional violation of terms & conditions of contract,

d) Constant non-achievement of milestone and continued poor performance on insufficient/inadequate/fictitious grounds,

e) Inordinate delay in execution of work, slow progress of work and defective/sub-standard work resulting in loss to the Corporation/ Government.

f) Non-adherence to required quality, safety and environmental norms, specifications in the work despite repeated warnings

g) Termination of a contract with HSCL,

h) Inadequate resources e.g. not having the desired technical staff or equipment considered necessary,

i) Contractor/Agencies/Firms has misused HSCL documents/drawings or has breached the confidentiality agreement with HSCL,

j) Contractor/Agencies/Firms has substituted, damaged, failed to return, or unauthorizedly disposed-off materials/ tools etc. of HSCL.

k) Tarnishing the image of HSCL using print, electronic and other media or Indulging in any other activity with intent to malign the image of HSCL.

l) Any violation from the commitments as given in the Integrity Pact.

m) In case a major portion of the payment is released by HSCL to the Contractor/Agencies/Firms against work done or advance is taken away by the financial institutions to adjust their lending resulting in acute shortage of resources/ material at site affecting the work progress.

n) Contractor/Agencies/Firms is found to be responsible for concealing of facts to unduly influence the outcome, tampering with records, submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract.

o) Involvement of the Contractor/Agencies/Firms in any sort of tender fixing, cartel formation or in any such act so as to influence the bidding process or influence the price.

p) In spite of warnings, the Contractor/Agencies/Firms persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements/ compliances with respect to EPF/GST/Income Tax/etc.

q) Indulgence of the Contractor/Agencies/Firms in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.

r) The Contractor/Agencies/Firms is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.

s) The Contractor/Agencies/Firms is declared/ has declared himself bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.

t) Contractor/Agencies/Firms is found to have obtained any internal information/ documentation of HSCL by unauthorized means.

u) In case, a decision has been taken by the administrative ministry or any superior office of the Government to ban business dealings with the Contractor/Agencies/Firms and such decision has been communicated to HSCL.

v) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/

	remuneration etc. payable/ receivable and other particulars as asked by HSCL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect. w) Security consideration of the State i.e. any action that jeopardizes the security of the State. x) Withdraws / revises the bid upwards after submission of the bid/ after becoming L1 Bidder. may suspend business dealings with defaulting Contractors/Agencies/Firms by giving 15 (Fifteen) days' notice in writing and such suspension of business dealings would also be made effective in HSCL, NBCC, HSCC & NSL. In the event of such suspension, the Contractors/Agencies/Firms with whom business dealings have been suspended, shall not be entertained for any bid/tender/enquiry for a period of two years and shall be automatically removed from the list of empanelled/ approved Contractors/Agencies/Firms, if any. The decision of the Engineer-in-charge in this regard shall be final and binding.
26.	The contractor shall have to attend all the meetings at his own cost with HSCL/Client during the currency of the contract, as and when required and fully cooperate with such personal and agencies involved during the discussions. The contractor shall not deal in any way directly with the Client and any dealing/correspondence, if required at any time with the Client shall be through HSCL only. During the execution of the work, contractor shall submit at his own cost a detailed weekly progress and program report which shall be got approved by engineer in charge of HSCL.
27.	The contractor will obtain necessary temporary power connection from the Local Electric Supply Authority or from the Electrical panel available after the approval of the Client at site for the required load of this premise within the schedule completion time. He will do all liaison work with the Supply Authority, if required. HSCL/Client will provide all necessary paper/documents if required. Nothing extra shall be paid to the contractor on this account.
28.	The contractor will obtain temporary water supply connection from the local authority or from the Client within quoted rates. Nothing shall be paid on this account.
29.	The Contractor has to tie up with the Client for obtaining the necessary work permissions/gate passes and has to follow their Security & Safety guidelines. No extra time shall be given under this head.
30.	The cost towards watch and ward staff of site office and others relating to project execution deemed to be included in the cost.
31.	It will be ensured by the bidder that the workman compensation policy and all risk policy is maintained for the full-time during progress of project and all labour laws are being duly followed.
32.	The agency shall initiate or defend any suit on behalf of HSCL, in Court of Law against any or all persons/body/authority, in respect of any dispute arising out of the project works done or to be done. For such purpose, the Agency shall be free to take all such actions necessary for successfully enforcing or defending the rights of the Employer including but not limited to hiring advocates/senior advocates, seeking legal opinions, filing of pleadings etc. subject to prior approval of HSCL.
33.	Safety of the staff employed for the job will be the responsibility of the contractor who must ensure adequate safety of the staff. HSCL will not be responsible for any mishap, injury or death of the staff.
34.	During the execution phase, the Contractor shall submit fortnightly progress reports with site photographs along with the project progress report indicating the work in progress along with time frame.

35.	Time is essence of contract. The said work is to be carried out in specified time frame at said site and the contractor may also work during night at no extra cost. Contractor should mandatorily maintain the high-level execution of the work, finished etc.
36.	The Bidder shall submit the OEM (Original Equipment Manufacturer) Certificate of the product supplied at the site of Client prior, before installation.
37.	In addition to the supporting documents prescribed under Clause No. 2 (A)(ii) of the Notice Inviting Tender (NIT) for submission of work experience in the Private Sector, if the work experience submitted by the bidder pertains to a project executed in the Private Sector as a Sub-Contract, the bidder shall also furnish the following additional documents: 1. A copy of the approval or consent issued by the Principal Employer/Client permitting the sub-letting or sub-contracting of the said work to the bidder; and 2. The relevant clauses of the agreement executed between the Principal Employer/Client and the Main Contractor explicitly allowing sub-letting or sub-contracting of the work duly stamped and signed by Principal Employer/Client and the Main Contractor. The bid shall be liable for rejection in case of its non-submission in the online portal along with the bid.
38.	Notwithstanding anything contained elsewhere in the Contract, the Contractor shall, prior to executing any work that constitutes a deviation from the approved drawings, specifications, Bill of Quantities, construction methodology, or any other contractual stipulation, submit a comprehensive Deviation Proposal to the Engineer-in-Charge. Such proposal shall clearly set out the nature of the deviation, the technical justification, quantity variation (if any), and the financial implications arising therefrom. No payment, whether interim or final, shall be admissible or released in respect of any deviated, substituted, or extra work unless the said Deviation Proposal has been duly submitted and has received prior written approval from the Client/Engineer-in-Charge. Any work executed without such prior written approval shall be deemed to have been carried out at the Contractor's own risk, cost, and consequences, and the HSCL shall bear no financial liability thereof. **An undertaking in this regard shall be submitted along with bid in the Online portal as per Annexure-C.**
39.	The Contractor shall furnish the Performance Guarantee and, where applicable, the Additional Performance Bank Guarantee, strictly in conformity with the terms of the Contract. All such guarantees shall be unconditional, irrevocable, and enforceable on demand, and shall be issued from any Nationalized Bank or all Commercial schedule bank possessing an operational and encashable facility at Bhubaneswar, Odisha. Any guarantee issued by a bank lacking encashment capability at Bhubaneswar shall be deemed non-compliant and shall not be accepted. The Contractor shall bear full responsibility for ensuring that the guarantees remain valid, enforceable, and accessible to the HSCL for the duration prescribed under the Contract. Failure to submit such acceptable guarantees within the stipulated time shall constitute a material breach of contract, entitling the HSCL to take action as per the Contract Conditions. **In partial modification to Proforma of Bank Guarantee for Performance-** **Add Clause 9 in Proforma of Bank Guarantee for Performance as mentioned hereunder:-** 9. We, the _____Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at ---------- Branch of Bhubaneswar (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha. **An undertaking in this regard shall be submitted along with bid in the Online portal as per Annexure-C.**
40.	With reference to Clause No. 2.0 (A) of NIT, "Similar works" shall mean "Residential and/or Non-Residential Buildings involving execution minimum two independent building structures at separate project locations, which are not located within the same campus or premises, and which have been completed under a single contract."

Name of the work: " Construction of Godabarisha Mishra Adarsha Prathamika Vidyalaya at 03 (three) locations in the district of Jajpur, Odisha (Package-II)".- Approval of SCC- Reg.

Annexure–C

Undertaking by Bidder with respect to clause no. 03, 38 and 39 of Special Conditions of Contract (SCC)

Name of Work: _____
Tendering Document No: _____ **dated** _____

I/We, **<<Name of bidder>>**, hereby certify that I/we have carefully read and understood the following clauses of SCC:-

1. SCC clause no. 03, Additional Performance Bank Guarantee (In partial modification to clause 2.6 of the GCC),
2. SCC Clause No. 38,
3. SCC clause no. 39, Partial modification to Proforma of Bank Guarantee for Performance of the GCC and

I/We hereby unconditionally accept and undertake to comply with the provisions contained therein, if bid is awarded.

I/We further confirm that the above provisions have been duly considered while submitting this bid and shall not raise any claim, dispute or reservation at any stage on account of non-understanding or misinterpretation of the aforesaid clauses.

For and on behalf of the Bidder

Name of Bidder: _____

Signature: _____

Authorized Signatory: _____

Name & Designation: _____

Date: _____ Place: _____

(Seal of Bidder)