

GOVERNMENT OF ODISHA



H&UD DEPARTMENT

Detailed Tender Call Notice

OFFICE OF THE MUNICIPAL COUNCIL BRAJRAJNAGAR:
BRAJRAJNAGAR



ପୌର ପରିଷଦ କାର୍ଯ୍ୟାଳୟ : ବ୍ରଜରାଜନଗର
OFFICE OF MUNICIPAL COUNCIL: BRAJRAJNAGAR

At/Po- Lamtibahal Dist- Jharsuguda, Odisha
Phone No- 8457812260, Mail- eobrjnmp@gmail.com



"e"-Procurement Notice
Bid Identification No-BRJNRM -02/2026-27.

No. 1378 / Date 04.05.2026

01. The Executive Officer, Brajrajnagar Municipality on behalf of Governor of Odisha invites **Percentage Rates Bids in Double cover system** in on-line mode system as detailed in the table from the class of eligible contractors as mentioned in **Column -07 (Seven)** registered with the State Govt. and contractors of equivalent Grade/ Class registered with central Govt. / MES / Railways for execution of **Buildings (Civil+EI+PH) / Electrical work/ Road Works**. The proof of registration from the appropriate authority shall be enclosed along with the bid. The successful bidder who has not registered under State Government has to register under the State PWD in appropriate class of eligibility before signing of the agreement.
02. The bidder may submit bids for the following works

Sl. No	Name of the work	Value of works In Rs. In Lakhs	Bid security EMD (in Rs.)	Cost of Tender Paper (in Rs.)	Period of Completion	Class of Contractor
1	2	3	4	5	6	7
1	Construction of Paver Road at Ramgarh in W.No.2.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
2	Construction of Paver Block Road and Drain at Kalinagar W.No.3.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
3	Construction of Road and Drain Paklu house to WATCO Pump House, W.No.4.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
4	Construction of Culvert and Road at backside to Kalimandir, W.No.4.	18,00,000.00	18,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
5	Construction of Culvert and Road from fatak pada towards Lajkura village in W.No.5.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
6	Development of wealth centre in W.No.5.	19,99,900.00	19,999.00	6,000.00	90 Days.	"D" & "C" Class Contractor.
7	Repair of Community Centre at Thakurpada in W.No.5.	6,00,000.00	6,000.00	4,000.00	90 Days.	"D" & "C" Class Contractor.
8	Construction of Retaining wall of pond near Nala W.No.6. ✓	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
9	Construction of drain with slab from Gouri house to Salim house W.No.6.	8,00,000.00	8,000.00	4,000.00	60 Days.	"D" & "C" Class Contractor.
10	Construction of Road from Rampur towards Katabaga Nala W.No.6.	19,99,900.00	19,999.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
11	Construction of Paver Road at Post Office Gali & drain with cover slab near Babla house and Satapathy house in W.No.7.	19,00,000.00	19,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
12	Construction of Bathing Ghat near Kutabaga pond & Samsan Ghat near Shiv Mandir W.No.8.	18,00,000.00	18,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.

13	Construction of Road and Drain at Ramrakhya pada & other places in V.No.9.	19,99,900.00	19,999.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
14	Construction of Road and Drain at Bahadurpada and other places in W.No.10.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
15	Construction of Paver Block Road at Magheswari Bhawan and back side of NAC High School in W.No.11.	18,00,000.00	18,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
16	Repairing of Road and Drain with cover slab from Babulal kesar house to Bajrangbali Mandir in W.No.11.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
17	Construction of Road and Drain near Baba Mathiya to Lajkuri Meher House in W.no.12.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
18	Construction of Community Centre at Bhugdapada and 3Nos. Pindi at W.No.12.	10,00,000.00	10,000.00	6,000.00	120 Days.	"D" & "C" Class Contractor.
19	Repair of drain with cover slab at Hanuman Nagar and repairing of Chuha Kahani Community Centre in W.No.13.	8,00,000.00	8,000.00	4,000.00	60 Days.	"D" & "C" Class Contractor.
20	Construction of Road and Drain at SBM Club Sanjob to Dharni Bishi house in W.No.13.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
21	Construction of Bathing Step at Chuakani Madhuban Nagar Job Pond in W.No.13.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
22	Construction of Retaining wall and Development of Sanjob Pond in W.No.13.	19,00,000.00	19,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
23	Construction of Retaining wall at Nala near Joginder Singh house to Mudhi Mill in W.No.14	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
24	Construction of Road and Drain at Mundapada Main Road towards Ranjit Singh house, IB Pit in W.No.14.	18,00,000.00	18,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
25	Construction of Road and Drain at School side to Mahto Ji House IB Pit in W.No.14.	19,00,000.00	19,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
26	Construction of Paver Road at Catta Galli and at Gupta House to Bhola Singh House in W.No.15.	12,00,000.00	12,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
27	Construction of Paver Road and Drain at different gali of NL-Line, C-Line, B-Line in W.No.15.	19,00,000.00	19,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
28	Construction of Paver Road and Drain from Balmiki Mishra house to Raju Kumar house in W.No.16.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
29	Construction of Paver Road and Drain from Sushil Kanta house to Goverdhan house and three round pindi at Itabhata in W.No.16.	12,00,000.00	12,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.

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30	Construction of Road near Mundapada Culvert in W.No.16.	19,99,900.00	19,999.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
31	Construction of Community Hall at Sastrinagar in W.No.17.	15,00,000.00	15,000.00	6,000.00	120 Days.	"D" & "C" Class Contractor.
32	Construction of Road and Drain at Nuapada in W.No.17.	18,00,000.00	18,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
33	Construction of Road at Khanpada and completion of shed at Telenpali in W.No.18.	17,00,000.00	17,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
34	Construction of Drain from Achut house connecting main drain in W.No.18.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
35	Construction of Paver Road at SGS line in front of Goushala in W.No.18.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
36	Construction of Community centre Road and drain at Schoolpada in W.No.19.	18,00,000.00	18,000.00	6,000.00	120 Days.	"D" & "C" Class Contractor.
37	Development of Sabitri Bai Fule Club in W.No.19	10,00,000.00	10,000.00	6,000.00	90 Days.	"D" & "C" Class Contractor.
38	Construction of Road at Gourapada near Jhakas house W.No.19.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
39	Construction of Paver Road at College Pada and repairing of Community Centre at Harijan Pada in W.No.20.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
40	Construction of Community Centre near Sadhana Samatrai House in W.No.20.	10,00,000.00	10,000.00	6,000.00	120 Days.	"D" & "C" Class Contractor.
41	Development of waterbody behind Kalyan Mandap Telenpali in W.No.20.	19,00,000.00	19,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
42	Construction of Road, Culvert and Drain from Anandi house to Samal house and Culvert near Paikarai Gali in W.No.21.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
43	Renovation of Aahar Kendra at Brajrajnagar in W.No.21.	16,00,000.00	16,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
44	Construction of Road and Drain Nuadihi village Nibhas Bhoi house to Upendra Sahu House in W.No.22.	19,00,000.00	19,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
45	Construction of Road and Drain at Mundapada No.9 in W.No.22.	19,99,980.00	20,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
46	Construction of Road from NH towards Cofee House in W.No.23.	19,00,000.00	19,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
47	Construction of Community Centre near Bapuji Club W.No.12.	10,00,000.00	10,000.00	6,000.00	120 Days.	"D" & "C" Class Contractor.
48	Development of Drama Pandal near Gole Chowk.	19,99,900.00	19,999.00	6,000.00	60 Days.	"D" & "C" Class Contractor.

49	Const. of Drain from Khaprapada to Nallah W.No.8.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
50	Const. of Paver Road back side of jungle pada Ratakhandi W.No.8.	19,90,000.00	19,900.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
51	Construction of Road at Biharipada and near Hanuman mandir in W.No.6.	19,90,000.00	19,900.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
52	Construction of Paver Road from Siba Temple to Firtu House and at Panjabi Dhouda in W.No.6.	19,90,000.00	19,900.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
53	Const. of Retaining wall at Rampur Nallah W.No.8.	19,80,000.00	19,800.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
54	Const. of Paver Road near Jagyan Mandir Rajamohan Colony in W.No.7.	5,00,000.00	5,000.00	4,000.00	60 Days.	"D" & "C" Class Contractor.
55	Peripheral development of Mukhyamantri Sabhagruha & Repair of Dispensary.	19,90,000.00	19,900.00	6,000.00	90 Days.	"D" & "C" Class Contractor.
56	Repair of vending shop at Kalinagar & Gandhi Chowk.	19,80,000.00	19,800.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
57	Const. of Paver Road and Drain at Sarvodaya Club towards Municipality Well W.No.3.	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
58	Const. of Drain & road at Tali Pada near Babuli House Ramgarh W.No.2.	19,80,000.00	19,800.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
59	Construction of Bathing Ghat at Suku Pada and Bhoi Pada in W.No.7.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
60	Construction of Shed near Bandevi Mandir Ward No.01.	10,00,000.00	10,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
61	Construction of Room and boundary wall near Co-Operative society, W.No.23	12,00,000.00	12,000.00	6,000.00	120 Days.	"D" & "C" Class Contractor.
62	Const. of Road and Drain near Samalai Mandir towards Baba Mandap W.No.1.	19,80,000.00	19,800.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
63	Construction of Canteen near truck terminal.	19,99,900.00	19,999.00	6,000.00	90 Days.	"D" & "C" Class Contractor.
64	Construction of bathing ghat at IB river bank.	19,90,000.00	19,900.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
65	Const. of Paver Road and Drain with Cover slab at Hanuman Mandir gali W.No.9.	19,90,000.00	19,900.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
66	Const. of Drain and Cover slab at Chandini Chowk W.no.9.	19,90,000.00	19,900.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
67	Construction of Cremation Ghat near Chamar Pada at Ward No.14.	15,00,000.00	15,000.00	6,000.00	90 Days.	"D" & "C" Class Contractor.
68	Development of Kabaddi Ground at Rampur W.No.6.	19,99,900.00	19,999.00	6,000.00	60 Days.	"D" & "C" Class Contractor.

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69	Const. of Drain from Surendra Rai House to Bibhu House W.No.17	15,00,000.00	15,000.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
70	Const. of road at Jagadishpada W.No.17.	19,80,000.00	19,800.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
71	Const. of base for installation of VSS statue near Kalyan Mandap.	8,00,000.00	8,000.00	4,000.00	60 Days.	"D" & "C" Class Contractor.
72	Completion of Community Shed near Upan Sahu House ,Ward No.15.	7,00,000.00	7,000.00	4,000.00	60 Days.	"D" & "C" Class Contractor.
73	Const. of Road and drain at Khaliakani , near Kabi Swain House.	19,80,000.00	19,800.00	6,000.00	60 Days.	"D" & "C" Class Contractor.
74	Const. of Girls and Boys PWD Toilet at Brajrajnagar College, Brajrajnagar.	6,48,592.00	6,486.00	4,000.00	90 Days.	"D" & "C" Class Contractor.

1. 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.
2. Bid of only registered contractors having valid license shall be accepted. **Municipal registration/ license issued by this office or any other ULBs shall not be considered and will be rejected.** Further bids received from blacklisted / debarred contractors will not be considered for evaluation.
3. The Bidders shall transfer online the Earnest money & Paper Cost deposit / Bid Security of the amount specified for the works on the table column 4 & 5 above as part of its bid through a process as mentioned in DTCN.
4. **Clear scanned copies of PAN, valid GSTN Certificate, original valid license, Bid-Security Declaration, Affidavit regarding authenticity of document, No Relationship and separate affidavit to avail price preference in case of S.C. & S.T./ Engineering License contractors should be uploaded for each work separately along with the bid document. Name of the work with Bid Identification No. should be clearly mentioned in the affidavits failing which bid will be rejected.**
5. **The original affidavits for each work separately should be made mentioning Name of the work with Bid Identification No. for which bidder intend to appear and scan copy of such affidavits are to be uploaded Online failing which his tender will not be considered and rejected during opening of tender.**
6. The bid for the work shall remain open for acceptance for a period of ninety days from the last date of receipt of bids. If any Bidder/Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited. Conditional bid is subject to forfeiture of E.M.D.
7. The Bid documents will be available in the website www.tendersodisha.gov.in from **01.00 P.M. of Dt.12.05.2026 to 01.00 Hours of Dt.22.05.2026.**
8. The Bidder must possess **Compatible Digital Signature Certificate (DSC) of Class II or Class III.**
9. Bids shall be received only "**On-line**" on or before **01.00 Hours of Dt.22.05.2026.**
10. Technical Bids received "on-line" shall be **opened at 9.00 A.M. on dated Dt.25.05.2026** in the office of the Executive Officer, Brajrajnagar Municipality 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.
11. The Financial Bids of the bidder successful in the technical verification will be opened.



12. The bidder shall transfer online the cost of bid documents as shown in column 5 above through a process as mentioned in DTCN.
13. Rate quoted by the contractor shall be excluding of GST. The GST as applicable for the work contract shall be payable to the contractor on each bill amount on production of tax invoice.
14. The successful bidder who has quoted less bid price / rate less than estimated cost put to tender as per **Works Deptt. Govt. of Odisha Office Memorandum No. 173 dt.03.01.2026 (details attached in DTCN)** shall have to furnish i.e as additional performance security (APS) in shape of DD/ TDR Pledged in favour of Executive Officer, Brajrajnagar Municipality of concerned Division Within 7 days from date of intimation otherwise the bid shall be cancelled & security deposit shall be forfeited further, proceeding of blacklisting shall be intimated against the bidder.
16. Other details can be seen in the bidding documents.
17. Detailed information as contained in D.T.C.N. shall have to be strictly adhered to while submitting the tender papers.
18. Any tenderer desirous to avail any facility as per certain circular/order of Government have to apply for the same in writing along with the tender paper. Claim at the time of opening of tender or later will not be entertained.
19. If any of the intending bidders wish to withdraw from participation in the bid, He/She can freely **withdraw** from the participation before scheduled date and time of closure, failing which action as deemed fit as per relevant Codal practice will be taken against him/her.
20. The authority will not be held responsible for any technical problem / failure of Network, Server during the schedule dates of online bidding.
21. Any corrigendum / Addendum will be displayed in the website www.tendersodisha.gov.in only.
22. The authority reserves right to cancel the bid without assigning any reason thereof.
23. MOU with electrical contractor for execution of electrical work in case of composite building works. Registration number GSTIN and PAN Card of electrical contractor must be uploaded along with MOU
24. **The bidders are requested for making online payment such as EMD and Tender Paper cost as detailed at column 4 & 5 respectively via RTGS/NEFT and to make the payment at least one day in advance to the last day of Bid submission as certain amount of time required for settlement, after the payment is made and to avoid technical issue in last minute.**
25. For online payment of EMD & TP you are requested go through the DO's & Don'ts annexed with the DTCN issued by Govt. of Odisha, Govt. eProcurement system of NIC.
 1. Beneficiary Name :- Executive Officer, Brajrajnagar Municipality.
 2. A/C Number :- 11264770046
 3. IFSC Code :- SBIN0004702
 4. Bank :- State Bank of India.
 5. Branch :- Brajrajnagar.


**Executive Officer
Brajrajnagar Municipality**

Memo No. 1379 / Dt. 04.05.2026

Copy to the Head State Portal Group Information Technology, Centre Department of Information Technology, Secretariat Odisha, Bhubaneswar for information and necessary action.


**Executive Officer
Brajrajnagar Municipality**

Memo No. 1380 / Dt. 04.05-2026

Copy submitted to the District Magistrate & Collector, Jharsuguda / Superintendent of Police, Jharsuguda for information with a request to exhibit the above notice in their Notice boards for wide publicity & circulation.



**Executive Officer
Brajrajnagar Municipality**

Memo No. 1381 / Dt. 04.05-2026

Copy forwarded to the Asst. Executive Engineer, Belpahar (R&B) Sub -Division/ Notice Board of this office for information with a request to exhibit the above notice in their office notice boards for wide publication.



**Executive Officer
Brajrajnagar Municipality**

**OFFICE OF THE MUNICIPAL COUNCIL BRAJRAJNAGAR:
BRAJRAJNAGAR**

CONTRACT DATA

A. General Information's

Sl. No.	Item	Details
1	Bid Identification No .	BRJNRM – 02 /2026-27
2	Name of the Work	As per Coloumn-2.
3	Officer Inviting tender	Executive Officer , Brajrajnagar Municipality
4	Executive Officer concerned with head quarters authorized as Engineer –in-Charge of this work.	Executive Officer, Brajrajnagar Municipality
5	Accepting Authority	Executive Officer, Brajrajnagar Municipality
6	Estimated cost	As per Coloumn-3.

B. Bid Information

8	Intended completion period / Time period assigned for completion as mentioned in IFB .	As per Coloumn-6.
9	Last date & time of submission of Bid Clause No- 2 of DTCN	Time – 01.00 P.M. Date - ..22/05/..2026
10	Cost of Bid Document (Clause No- 5 of DTCN)	Online
11	Bid Security	As per Coloumn-4.
12	Bid Validity Period (Clause No- 09 of DTCN)	90 days
13	Currency of Contract	Indian Rupees
14	Language of Contract	English


**Executive Officer
Brajrajnagar Municipality**

- 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Executive Officer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
 - 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to check the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof.

Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 The EMD or Bid Security (Bid Security Declaration in Schedule-K) as per F.D OM No.8943 dtd.18.03.2021.

2.2 Deleted.

- 2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- 2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids".

3. **FORMAT AND SIGNING OF BID:** (Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

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

- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
- 3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
- 3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 3.2.2. In the e-procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
- 3.2.3. The Bidder should ensure clarity of the document 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:-

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Materials (BOM) and any other price related information/ undertaking including rebates.

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

4. SECURITY OF BID SUBMISSION:

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

5. DEADLINE FOR SUBMISSION OF THE BIDS :

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

RESUBMISSION AND WITHDRAWAL OF BIDS :

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

6. LATE BIDS :

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

7. MODIFICATION AND WITHDRAWAL OF BIDS :

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

8. OPENING OF THE BID:

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

8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

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

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

8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

- 8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
- 8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

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

- 8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit
- 8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.
Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 8.7.4 The responsive bidders" name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

- 8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

9. CLARIFICATION AND NEGOTIATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ 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.
- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security. "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summery and declare the process as complete.

If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor , he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- 1.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 1.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

1.3

The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. There after 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.

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

1.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)

1.3.3 Fails to execute the agreement within the stipulated date.

1.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.

The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Bid Security Declaration in Schedule-K vide F.D O.M No.8943 dtd.18.03.2021 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 on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
- i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
- ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- iii. Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts - 0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. Settlement of Earnest Money Deposit on submission of bids:

- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD :

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

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

9. Role of the Banks:

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

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the 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 organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber

Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

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

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

ANNXURE-I

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

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

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

DETAILED TENDER CALL NOTICE

Sealed **percentage rate** bids are invited on **ONLINE in Double cover system** from the "**C**" & "**D**" **Class Contractor**" Class of eligible contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, works 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 **as per Coloumn-2** at an estimated cost of **as per Coloumn-3** only.

1.

- (a) The tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.
- (b) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.

2. The Bid documents are available on official website of Government: <http://www.tendersodisha.gov.in> from

01:00 Hours of 12.05.2026 to 01.00 Hrs of 22.05.2026. The last date and time of submission of Bid is as per contract data.

3. The Bid documents (**Cover-I**) will be opened by the assigned officer in the office of the Executive Officer, Brajrajnagar Municipality, Brajrajnagar Odisha at 9.00 A.M. on 25.05.2026. In the presence of the bidders or their authorised representatives who wish to attend.

4. The bid is to be submitted in double covers.

- a. **Cover-I** is to contain scanned GST Registration Certificate and GSTIN, scanned copy of E.M.D & T.P.(not required for online payment), scanned copy of valid registration certificate, PAN card, undertaking/certificates duly filled, affidavit, documents required as per the relevant clauses of this DTCN.
- b. **Cover-II** is to contain **financial**.
- c. Is to contain the price bid duly filled in and signed by the bidder.

5. The cost of Bid documents is to be remitted **online as per Coloumn-5** towards cost of each bid respectively.

6. The successful lowest bidder is required to produce documents viz original Registration, valid GSTIN Certificate, PAN card, VAT Clearance Certificate 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

7.

(II) 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 including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a period as to be able to execute an item of work as per original programme which will be part of the agreement.

(III) 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 Coloumn-6 as mentioned in contract data** from the last date of receipt of Bid documents.

8. deleted

9. (i) The contract will be drawn in P.W.D. P-1 contract form.

The contract shall be drawn & signed by **Executive Officer, Brajragnar Municipality, Brajragnar**, on behalf of the Governor of Odisha.

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 (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.

12. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

13. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.

14. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.

15. 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.

16. The work is to be completed in all respects within stipulated time mentioned in work order from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-Charge.

17. All tenders received will remain valid for a period of **90 days** from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.

18. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Odisha, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.

19. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.

20. 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 authorised 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.
21. The Agency has to submit E.M.D
22. The tender should be accompanied with the **Scanned copies of the valid Registration certificate, valid GSTIN clearance certificate and PAN card which are mandatory** and the original certificates are to be produced **on the day /within three days** of opening of Cover of the tender before **Executive Officer, Brajrajnagar Municipality, Brajrajnagar** for verification, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
23. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.
24. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
25. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of O.P.W.D. Code. The earnest money will be refunded to the unsuccessful tenderers on application after intimation is sent to rejection of their tenders. The retention of E.M.D. with the Department will carry no interest.
26. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in shape of Bank Guarantee/ TDR duly pledged in favour of the **Executive Officer, Brajrajnagar Municipality, Brajrajnagar vide Works Deptt. Memorandum No. 14459/W dt.20.09.2018** and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any) and sign the agreement in the P.W.D. form No. **P-1 (Schedule XLV No. 61)** for the fulfillment of the contract in the office of the **Executive Officer, Brajrajnagar Municipality, Brajrajnagar , and payable at Brajrajnagar** or as directed.

Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of NSC/ Post office Saving Bank Account/ Post office Time deposit Account/ Kissan Vikas Patra/ Bank Guarantee in favour of **Executive Officer, Brajrajnagar Municipality, Brajrajnagar vide Works Deptt. Memorandum No. 14468/W dt.20.09.2018** .

The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in Charge and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in Charge. Following documents shall form part of the agreement.

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

- b) **Standard P.W.D. Form P-1 with latest amendments.** Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after 12 (Twelve) months of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
27. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
28. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26-2-55 and No.II, M-56/61-28842 (5), dt.27-9-61.
29. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a) Rent royalties, Cess and other charges of materials, Octroi and all other taxes including prevailing sale tax / GSTIN from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by gov. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
- b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
- c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
- d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained. e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
- f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
- g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
- h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
- i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
30. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.

31. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
32. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
33. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order no.44150, dtd.25-11-57. 38. No part of the contract shall be sublet without written permission to the concerned Executive Officer or transfer be made by the power of attorney authorizing others to receive payment on contractors behalf.
34. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
35. **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 this office Under Secretary & above in this office. 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 of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.
36. **Payment for variation in price amendment issued vide Works Deptt. Lr. No. 12606 / dated 24.12.2012.**

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

- 1.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from disincentivising the bidder.
- 1.2. The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited / Action will be taken as per Bid Security Declaration in Schedule-K vide F.D O.M No.8484/F dtd.05.04.2022.

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

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

39. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- a. 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.
- b. The bidder shall within **07 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 / Action will be taken as per Bid Security Declaration in Schedule-K vide F.D O.M No.8484/F dtd.05.04.2022. 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).

- i. Following documents shall form part of the agreement.
 1. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.
 2. Standard Bid Document P.W.D. Form P-1
- c. 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.
- d. On acceptance of the tender / 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

40. Contract Price shall be adjusted for increase or decrease in rates and price of labour Cement Steel Bitumen, Pipes, POL & other Material component in accordance with the following principles and procedures as per formula given below vide Works Deptt. Office Memorandum No. 15847 dt.19.11.2019.

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 173 W., Bhubaneswar Dt. 03/01/20

Sub:- Amendment of Codal & Contractual Provisions.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security(APS)** system:

1. 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.
- II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.

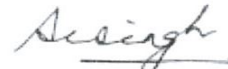
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

4. This has been concurred in by the Finance Department vide File No. FIN-WF1-MISC-0102-2025

By order of the Governor



Principal Secretary to Government

Memo No. 174 /W, dated 03/01/26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



EIC-cum-Special Secretary to Government

Memo No. 175 /W, Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.



EIC-cum-Special Secretary to Government

Memo No. 176 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 177 /W., Dt. 03/01/26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 178 /W., Dt. 03/01/26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 179 /W., Dt. 03/01/26

Copy forwarded to Principal Accountant General (A&E), Odisha, Bhubaneswar/ Principal Accountant General (E & SR Audit), Odisha, Puri Branch, Puri for kind information and necessary action.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 180 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department respectively.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 181 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 182 /W., Dt. 03/01/26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 183 /W. Dt. 03/01/26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

Jat
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 184 /W. Dt. 03/01/26

Copy forwarded to all Collectors & DMs for information and necessary action.

Jat
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 185 /W. Dt. 03/01/26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

Jat
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 186 /W. Dt. 03/01/26

Copy forwarded to all CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

Jat
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 187 /W. Dt. 03/01/26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

Jat
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 4560 /W., Dated ⁻²⁻ 5-4-2021

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha/Private Secretary to Hon'ble Minister, Works, Steel & Mines, Odisha for kind information of Hon'ble Chief Minister, Odisha & Hon'ble Minister, Works, Steel & Mines, Odisha.

FA-cum-Additional Secretary to Government
Memo No. 4561 /W., Dated 5-4-2021

Copy forwarded to OSD to Chief Secretary, Odisha/Sr. Private Secretary to Development Commissioner-cum-Additional Chief Secretary, Odisha/ Sr. Private Secretary to Principal Secretary, Finance Department for kind information of Chief Secretary/Development Commissioner-cum-Additional Chief Secretary/Principal Secretary, Finance Department.

FA-cum-Additional Secretary to Government
Memo No. 4562 /W., Dated 5-4-2021

Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar/Principal Accountant General (E&RSA), Odisha, Puri Branch, Puri for information and necessary action.

FA-cum-Additional Secretary to Government
Memo No. 4563 /W., Dated 5-4-2021

Copy forwarded to All Departments of Government/ Managing Director, OB&CC Ltd., Bhubaneswar/Managing Director, OCC Ltd. Bhubaneswar/Managing Director, OSPH&WC, Bhubaneswar for information and necessary action.

FA-cum-Additional Secretary to Government
Memo No. 4564 /W., Dated 5-4-2021

Copy forwarded to EIC (Civil), Odisha/EIC (Buildings), Odisha/EIC, Water Resources, Odisha/EIC (Rural Works), Odisha/All Chief Engineers, under the Administrative Control of Works Department, R.D. Department, Water Resources Department and H&UD Department/All Superintending Engineers (under Works Department)/All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

FA-cum-Additional Secretary to Government
Memo No. 4565 /W., Dated 5-4-2021

Copy forwarded to OSWAS Control Room with a request to upload in the web-site of Works Department.

FA-cum-Additional Secretary to Government
Memo No. 4566 /W., Dated 5-4-2021

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@redifmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

FA-cum-Additional Secretary to Government



GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

File No. -07556900242019- 15847 MW,

dt. 19-11-19

Sub:- Codal / contractual provisions regarding Price Adjustment in works contract.

Codal / contractual provisions regarding Price Adjustment in works contract was under active consideration of Government. After careful consideration, Government have been pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of labour, materials, fuels & lubricants and plant & machineries spare component to be incorporated in DTCN / condition of Contract as per Annexure-"A".

1- This Office Memorandum shall be a part of the relevant clauses of DTCN and Agreement and shall take effect from the date of issue.

2- This has been concurred in by Finance Department vide their File No. FIN-WF1-MISC-0031-2019 (OSWAS) dt.23.10.2019 and Law Department vide their UOR No.2218/L dt.29.10.2019.

Pl. send to
All SEs/EEs

by
20/11/19
SE(S)

Memo No. 15848

MW, dated, 19-11-19

Commissioner - cum- Secretary to Government

Copy with copy of enclosure forwarded to Principal Secretary to Hon'ble Chief Minister, Odisha for information and necessary action.

Stamp 18.11.19.

FA - cum- Addl. Secretary to Government

Memo No. 15849

MW, dated, 19-11-19

Copy with copy of enclosure forwarded to P. S. to Hon'ble Minister, Works, Odisha / P. S. to Hon'ble Minister, Finance, Odisha for information and necessary action.

Stamp 18.11.19

FA - cum- Addl. Secretary to Government

(P.T.O)

Memo No. 15850

W, dated, 19-11-19

Copy with copy of enclosure forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Department for information and necessary action

S. K. Singh 18.11.19
FA - cum- Addl. Secretary to Government

Memo No. 15851

W, dated, 19-11-19

Copy with copy of enclosure forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

S. K. Singh 18.11.19.
FA - cum- Addl. Secretary to Government

Memo No. 15852

W, dated, 19-11-19

Copy with copy of enclosure forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar / Chief Architect, Odisha, Bhubaneswar for information and necessary action.

S. K. Singh 18.11.19.
FA - cum- Addl. Secretary to Government

Memo No. 15853

W, dated, 19-11-19

Copy with copy of enclosure forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

S. K. Singh 18.11.19.
FA - cum- Addl. Secretary to Government

Memo No. 15854

W, dated, 19-11-19

Copy with copy of enclosure forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

S. K. Singh 18.11.19.
FA - cum- Addl. Secretary to Government

Memo No. 15855

W, dated, 19-11-19

Copy with copy of enclosure forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@rediffmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. K. Singh 18.11.19
FA - cum- Addl. Secretary to Government

Memo No. 15856

W, dated, 19-11-19

Copy with copy of enclosure forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.H.s. Section / FC & AA Section / EAP Cell / Legal Cell, Works Department for information and necessary action.

S. K. Singh 18.11.19
FA - cum- Addl. Secretary to Government

Clause 31 :- Price Adjustment

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

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date 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

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

The formula (e) for adjustment of prices are:

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

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

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

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

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

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

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

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

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

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

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

C_0 = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

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

P_c = Percentage of Cement Component of the work

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

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

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

V_s = Increase or decrease in 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.

S. S. S.
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31(a)(iv): Adjustment of Bitumen Component

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

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

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

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

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

P_b = Percentage of bitumen component of the work

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

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

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

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

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

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

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

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31(b): Adjustment of Labour Component

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

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

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

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

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

P_l = Percentage of labour component of the work.

31(c): Adjustment of POL(fuel and lubricant) Component

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

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

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_l = 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.

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

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

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

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

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

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

P_p - Percentage of plant and machinery 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
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.

S. K. Singh
18/11/19

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31(e): APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the 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

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

*Note:- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen, pipe and Plant & Machinery Spare Component in the concerned works and shall be provided in the bid document in shape of "Schedule of Adjustment Data" as an "Appendix to Bid". (enclosed herewith).

S. K. Rangra
14.11.19

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**Appendix to Bid
Schedule of Adjustment Data**

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

Cl. No-31 of F2/P1 Contracts Sl. No	Index description	Source of index	Base value*	Base Date*	Weightage of Item**
31 (a)(i)	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31 (a)(iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/ HPCL depot			
31 (a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			
31 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5%
31 (c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer pump depot.			5%
31 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
			Total		100%

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

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

S. K. Singh
18/11/19

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61. **Additional Performance Security (APS):**
The successful bidder who has quoted less bid price / rate than the estimated cost put to tender shall have to furnish exact amount of differential cost i.e. estimated cost put to tender minus quoted amount as additional performance security (APS) in the shape of DD / TDR pledged in favour of Executive Officer, Brajrajnagar Municipality, Brajrajnagar of concerned Division within 7 days from date of intimation otherwise the bid shall be cancelled & security deposit shall be forfeited Further, proceeding of blacklisting shall be intimated against the bidder.
62. **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 Officer.
63. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise, „A“ class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or „A“ Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained vide table 1.4 of Qualification Information of Section-2.
64. 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.
65. 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 .
66. Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
67. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
68. The Contractor will have to submit to the **Executive Officer, Brajrajnagar Municipality , Brajrajnagar** monthly return of labour both skilled and unskilled employed by him on the work.
69. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
70. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.

71. The Tenderer should furnish along with their tender 1.a list of works, which are at present in their hand 2. list of T&P and 3.list of work executed in the prescribed proforma(s) enclosed herewith in appropriate place of bid document.
72. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.
73. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
74. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at **Govt. Engineering College/Departmental Control and Research Laboratory Bhubaneswar, Quality control division Cuttack and Zonal Laboratories**, at the cost of the Contractor with no extra cost to the Department.
75. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
76. The C.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
77. 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.
78. 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.
79. Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an separate affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
80. 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.
81. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
- (I) 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.
- (II) The tests have to be planned & carried out such that the progress of work is not hampered
- (III) 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.
82. 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.

83. 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.
84. Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
85. 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 Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Officer is final and binding on the contractor.
86. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
87. 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.
88. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
89. The selected contractor may take delivery of departmental supply according to his need for the work issued by the **Engineer - in-charge** subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.
90. 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.
91. All the materials which are to be supplied from Municipality store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the office store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
92. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
93. 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 (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
94. **Odisha Bridge & Construction Corporation Ltd.** will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No-285 date-17.04.1974. **The Odisha Construction Corporation** will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
95. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Officer with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
96. **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.
97. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the 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 contractor is also required to maintain the road/ building for 12 (Twelve) months from the date of successful completion of the work.
98. 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.
99. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / MoRT&H specifications.
100. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorised agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the Municipality and shall not be removed from the site of work without written permission of the Engineer (Executive Officer) and to be submitted to the Engineer-in charge every month.
101. 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.
102. 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.

103. The rates 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 building site etc. are the responsibility of the contractor.
104. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
105. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in properly form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summararily rejected. The claim book is 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.
106. 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.
107. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
- (a) Making a false statement or declaration.
 - (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession of contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
108. 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 dis-incentivising the tenderer.
109. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

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

110. **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 Chief 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 despatch 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 utilised for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery goes out of order requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time of time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Chief 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 incharge, 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 Chief 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 logbook, 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 (herein-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 / store at **Brajrajnagar**. The rate of higher charges will be as mentioned in the schedule attached.
- c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part thereof 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 **Brajrajnagar** in the same good condition in which they were received by him.
- e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- i) Normally the tools and plants will be supplied with operating staff.
- j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours

from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants.

- n) In case of any disputes between the hirer and the Government, the decision of the Chief 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 authorised 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.

1. Signed by:

2. Signed sealed and delivered in the presence of

111. **ELIGIBILITY CRITERIA FOR QUALIFICATION :**

Applicants shall furnish the followings.

- a. Deleted.
- b. Deleted.
- c. Scanned copy of valid Registration Certificate, Valid GSTIN clearance certificate, PAN card along with the tender documents and furnish the Original Registration certificate, GSTIN clearance certificate and Pan card, for verification by the lowest bidder within (5) five days of opening of the tender before **Executive Officer, Brajrajnagar Municipality, Brajrajnagar** as per **Clause No.22**
- d. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant and **affidavit to that effect including authentication of tender documents. and Bank guarantee** as per **Clause No.49.**
- e. DELETED
- f. DELETED
- g. DELETED.
- h. Evidence of ownership of major items of construction equipments, named evidence of arrangement of processing them on hire/lease/buying as defined therein.(As per Annexure-I)

NOTE: Scanned copies of evidence of all documents to justify Eligibility under the above clauses are to be furnished with the online bid.

NOTE:

**COMPULSORY DOCUMENTS REQUIRED AS PER
ELIGIBILITY CRITERIA**

1. E.M.D. Amount as per Notice. (On-Line Payment)
2. Cost of Tender Paper as per Notice. (On-Line Payment)
3. Valid Registration Certificate. (Municipal Registration will not be considered for evaluation of bid)
4. Valid GSTIN
5. PAN Card.
6. Affidavit regarding Litigation, Debarring / Expelling, abandon of work, regarding authenticity of document & No Relationship as per Annexure-2.
7. Separate Affidavit regarding price preference / EMD exemption duly mentioning name of work & BID Id. (Annexure- 3 /4)
8. Evidence of ownership Machinery as per Annexure-III and Certificate of availability duly signed in schedule-C.
9. Certificate of engagement Technical Persons as per Schedule-G.(if applicable)
10. Justification for quoted unexceptionally low rate (bellow 14.99%) if applicable.

112. **ADDENDUM TO THE CONDITION OF P-1 CONTRACT**

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

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Officer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual 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.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

2.2. Extension of the Completion Date.

- 2.2.1. The time allowed for execution of the 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.
- 2.2.2. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for

special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours 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.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief 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 @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of **compensation** for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4. **Incentive:**

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

<u>Name of Work</u>	<u>Minimum Value</u>
1. Building work/P.H works	Rs. 40.00 Lakh
2. Road works	Rs. 3.00 Crores
3. Irrigation Work	Rs. 10.00 Crores

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of works before time schedule (Works Deptt. No. 8310, dt: 17.05.2006)

(ii) Amendment to Para 3.5.5 (v) Note – iii of OPWD Code Vol.-I by modification vide Works. Department Office Memorandum No.5288 dated.04.05.2016.

For availing Incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulation it is mandatory of on the part of the concerned Executive Officer to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received within 7 (seven) days of such completion by the concerned Executive Officer, Chief Engineer & the Administrative Department.

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

Before 30% of contract period =5% of Contract Value.

Before 20% to 30% of contract period =4% of Contract Value.

Before 10% to 20% of contract period =3% of Contract Value.

Before 5% to 10% of contract period =2% of Contract Value.

Before 5% of contract period =1% of Contract Value.

2.5. **Management Meetings**

- 2.5.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 2.5.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Item 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 Officer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

113. The tenderers are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clauses mentioned here in before tendering.
114. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

- Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- Involvement in any sort of tender fixing.
- 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.

115. 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.
116. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender:-
- i. The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
 - ii. Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.
 - iii. Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.
 - a. 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
 - b. 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.
 - c. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
 - d. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - e. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
 - f. The Contractor will write percentage excess/ less upto one decimal point only. If he writes the percentage excess / less up to two or more decimal points, **the first decimal point** shall only be considered without rounding off.
 - g. The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
 - iv. In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
 - v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - vi. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

Note-(1) 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 per 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.

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

3) Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.



(Total 116 Clauses)
APPROVED BY
Executive Officer
Brajrajnagar Municipality

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

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

ITEM OF WORK

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

GENERAL CONDITIONS

1. Drawings & Specifications

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost.

Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorised representative shall at all reasonable times have access to the same.

2. Contractor's Responsibility.

- a) The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.
- b) Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in-charge immediately for his decision All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.
- c) All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-incharge before incorporation in the works.
- d) The Engineer-in-charge may from time to time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.
- e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.
- g) **Alteration / Addition & Omissions**
The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it

shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or all of the followings :

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the levels, lines, position and dimensions of any part of the works, and
- d) Execute additional works of any kind necessary for the completion of the work. No such variation shall in any way ratify or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.
- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice. Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not vitiate the contract, but be adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

4. Valuation of variations

- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all items or works in the prices schedule as also for valuation of variation.
- b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtue of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. or in case such is not available therein, from any approved schedule with the various elements valued at local market price plus 10 (ten) percent towards over-heads.

5. The Offers are also to include

- a) To supply all materials, labour, supervision, services, supports, scaffoldings, approach road, construction equipments, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.
- b) To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and schedule of quantities.
- c) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.
- d) Providing shoring and shuttering to avoid sliding of the soils and removal of the same or completion.
- e) De-watering as required and directed.
- f) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately

usable and disposal of surface earth and materials from site as directed.

- g) Curing of all concrete and cement works as per specification and direction,
- h) Centring, shuttering as required for all concrete work.
- i) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.
- j) To provide water and power required for construction testing and commissioning,
- k) Testing of materials and works as per specification and direction

Annexure- I

List of Plants & Equipments to be deployed on contract work

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SCHEDULE – C

CERTIFICATE OF TOOLS AND PLANTS

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

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

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

Signature of the Tenderer
Date.

SCHEDULE - G

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER / DIPLOMA HOLDERS (For Super Class / Special Class / „A“ Class Contractors only)

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

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

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

Signature of CONTRACTOR

AFFIDAVIT (Applicable for All Bidders)

I, Sri/Smt/Ms. _____ hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor " _____."
 (Strike out whichever is not applicable). I/ My Firm have/has submitted tender for the work _____ (Name of the work & BID Id Number) & do hereby solemnly affirm and state as follows.

(A) CERTIFICATE OF NO RELATIONSHIP:

I/We hereby certify that I/We* am/are* **related / not related**(*) to any officer of Brajrajnagar Municipality office of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the H& UD Dept. , 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 affidavit will render my / our tender liable for rejection.

B) GENERAL DECLARATION :

I, Sri/Smt/Ms..... Son/ Daughter/ Wife of..... hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor "....." (strike out whichever is not applicable) that, I/we am/ are validly registered as..... Class Contractor under Govt. of Odisha.

- A. It is hereby declared that I/ we are not currently deprived from tendering in any Govt. Organization including Brajrajnagar Municipality and I/we have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
- B. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to Brajrajnagar Municipality as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the work mentioned below. I/ We also authorise Brajrajnagar Municipality to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of Brajrajnagar Municipality (if any) and I /we have no objection if such documents either in whole or part are perused, referred and considered.
- C. The undersigned undertake to submit further information/ documents as may be requested for/required by Brajrajnagar Municipality in connection with this tender within the stipulated period to be intimated by NM either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as nonresponsive/incomplete and hence Brajrajnagar Municipality shall be at liberty to take any action as deemed fit against me/us as well as to cancel my/our tender for the work and I/ we will have no claim against such decision of Brajrajnagar Municipality.
- D. My/our present address for correspondence is and my/our Telephone Contact number is.....and e-mail IDfor correspondence is I/ We shall promptly and voluntarily intimate the Tender Inviting Officer about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and NM and subsequent followup action(s) and situation which may arise due to such delay/gap.
- E. I/ We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work,"....."

Signature of CONTRACTOR

invited by Brajrjnagar Municipality vide Bid Reference No... .. and Dt.....
are true and correct.

F. Further I/ We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before summing the tender.

G. I/ We have carefully studied the conditions of the construction, specification, contract condition and all other document relating to this work and agree to execute the same accordingly.

H. I/We solemnly pledge that I/ We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit In case there are deviation from the construction programme I/ We shall abide by the decision of Engineer-in-charge for revision of the programme and arrange for the labours, materials, equipments etc. accordingly.

I. In the event of award of the work to me/ us, I/ We undertake the entire responsibility for the structural stability to reconstruct / replace the whole or part of the component of the structure in the event of failure or improper functioning/improper construction within a period of one year from the date of completion without asking for extra payment from any account to the department.

J. I/ We undertake that I/ We shall not claim any escalation of cost on account of materials, labours, taxes, natural calamities, public nuisance, miscreants or from any account in connection with work within execution of the work till the actual completion period and shall not be entertained by the department (Brajrjnagar Municipality).

K. In case of violation of contents of department's tender documents in shape of extra conditions, or in any form, my / our offer / tender shall be rejected by the department without any intimation to me/us.

L. The undersigned also hereby certifies that neither my / our firm / company / individuals nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.

M. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

N. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the Bid.

(C) INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY THE TENDERER

1.a) Is the tenderer currently involved in litigation relating to the works. Yes / No in any
b) If yes: give details:

2.a) Has the tenderer or any of its partners been debarred/expelled by any agency in India during the last 5 years. Yes / No constituent

3.a) Has the tenderer or any of its partners failed to perform on any contract work in India during the last 5 years. b) If yes, give details: Yes / No constituent

Note:

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

Signature of CONTRACTOR

AFFIDAVIT
(Applicable for SC/ST Bidders)

1. I, Sri/Smt/Ms... Son/ Daughter/ Wife ofhereby declare that;

a. I am a registered.....Class ST/ SC Contactor under Govt. of Odisha

or

b. The Partnership Firm/Private Ltd. Company named/ titled, as " is a registered SC/ ST Contractor under Govt. of Odisha within the ambit specified in Works Department Resolution No.27748 dt.11.10.77 and I, Sri/ Smt/ Ms.....Son/ Daughter/Wife of is the authorized signatory on behalf of the Firm/Company (scanned authorization copy with my signature duly certified and attested/identified has been submitted on-line with our tender).

[Tick (a) or (b) above whichever is applicable and fitl up accordingly.]

2. As per Works Department, Govt. of Odisha Resolution No.27748 dt. 11.10.77, I/ My Firm am/is entitled for exemption of 50% EMD & ISD and accordingly, I/ My Firm have/has submitted tender for the work..... (**Name of the work & BID Id Number**).

3. I/ My Firm hereby submit willingness to avail price preference as ST/SC category Civil Contractor as entitled in the aforesaid resolution.

4. In addition to those, documents and original(s), as required by Executive Officer, Brajrajnagar Municipality to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of Executive Officer, Brajrajnagar Municipality. through telephone/ letter/e-mail failing which my/our tender shall be liable for rejection.

(*) - Strike out which is not applicable

(Signature of bidder)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

AFFIDAVIT

(Applicable for Engineer Contractors Intending to avail exemption of EMD as per OPWD Code)

1) I, Sri/Smt/Ms. _____ hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor " _____ ."(Strike out whichever is not applicable) do hereby solemnly affirm and state as follows.

2) That, I/we am/are a registered Class Engineer Contractor and participating in the bidding process for the work..... **(Name of the work & BID Id Number)**.

3) That, I/ we herewith claim exemption of EMD during the year for participation in the tender for this work.

4) That, I/ we have not exhausted the facility available to me/us an Engineer Contractor during the year for exemption of EMD as per Works Deptt. Guideline & OPWD Code.

5) That, I/ we shall ensure production of my/our valid Original Contractor's Registration Certificate (license) after or during opening of bids (as per direction of Executive Officer) for the above work for verification and also for subsequent entry of exemption of EMD (if selected as the contractor for this work and availed the exemption of EMI) in my/our license as per direction of Executive Officer, within such time as directed by him failing which action, as decided by NM, may be taken against me/ us and appropriate steps may be taken by NM to facilitate execution of the tendered work.

(*) - Strike out which is not applicable

(Signature of bidder)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

Technical specification for 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 the recessed wiring system, these boxes shall be made flush with the circuit or section shall be completed before conductors are drawn in the entire system of conduit and other installation shall be tested for mechanical strength and electrical continuity be carried out in accordance with I.E Rules and relevant IS 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 the main boards for lighting and sub-distributing box for different building are approximate and 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 the installation to the purchaser for his consideration and approval , prior to the installation.
5. Earthing shall be carried out in accordance with requirement of Indian Electricity Rules and relevant rules and regulation of electrical supply authorities. The complete earthing work for the installation covered by this specification shall 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 noncurrent carrying metallic parts of all the equipments. Lights fittings conduit pipe cables and cable supports and earth strips(the design to be approved by the purchaser and all the inter connection between earthing system to 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 equipments and materials supplied by him against this specification . This 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, rack 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 contractor/supplier shall include receiving all the equipment and materials at site storage for the required period handling the same at site of erection final erection rectification of equipments if any testing commissioning and handing over representative . The supplier/contractor shall make good of all the damaged equipment and materials during this period at his own expenses.
9. The supplier or contractor shall render all the resistance to the purchaser in getting the installation approved by Government electrical inspection prior to energisation and supply necessary drawings and test certificates and both for test to which the inspector may demand in case may addition or alterations are required to be made in this installation or in equipments as per directive of the government electrical inspector / local authorities the same has 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 cables shown in the drawing are only indicated. The actual position of these shall be decided at the site at the time of execution jointly by the contractor and the representative of Government. The position of light fittings pipes and boards if required to be changed or shifted due to change in building design etc. by the Governments authorized representatives, the same shall be carried out at no extra cost.
11. Unless otherwise specified all switch gear equipments and materials covered under this specification shall be designed, manufactured, tested and installed in conformity with latest Indian standard specification 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 regarding safety earthing and other essential provisions specified therein.
12. All the equipments and materials selected shall also be supplied and installed taking into consideration the Factories Act,Fire Regulation and local Laws / Bye Laws. All lighting fittings and equipment selected shall be of 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.
13. All materials supplied by the contractor according to the complete conditions will be subject to the

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- 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 rejected materials shall be entertained by the owner. The contractor will remove all rejected materials from the site at his own cost. No surplus material procured by the contractor will be accepted by the owner.
14. The contractor will be responsible to get electric Installation cleared by the electrical Inspector of Odisha Government of required only the inspection fee will be reimbursed on production of Challan copy.
 15. The arrangement of the switch boards shall be such that the operating handle of the top mounted switches are within the convenient reach of operator (about 12 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 the aluminium conductors shall be provided and PVC sleeves of different colour 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 Boards and Shock treatment charts shall be displayed wherever required.
 19. Switched provided for control light points shall confirm to Indian Standard Specification IS : 1087 and shall be rated for SA 250V as required.
 20. The plug-sockets provided in all places shall be three pin type. The box sockets shall be flush mounted type.
 21. Ceiling fans shall confirm to Indian Standard Specification IS: 374/1960. The fans shall be supplied with all standard accessories like regulators and capacitors etc.
 22. The performance rating of the propeller fans shall be in accordance with stipulations of ISI 2313. All the fans shall be robust in design and construction and shall be supplied completed with all bracket/ clamp etc.
 23. All fluorescent fittings supplied shall confirm 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 fitting shall be as specified in the Bill of Quantities and the working drawings. The materials for the 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 lice parts of the lamp holder both after the lamp has been taken out and during the insertion and 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

27. The Schedule of rates includes supply and fixing of all electrical wiring materials and accessories except major items such as fans/ exhaust fans , F L Fitting M V lamps and flood light etc.
28. 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.
29. Electrical wiring should be done as per the IS : 732/1989, reaffirmed 1995 code of practice of electrical wiring installations.
30. The length per point / circuit wiring should be taken in accordance with Para 9.4 and 5 of IS: 5908 /1970..
31. Earthing should be done as per clause 8.0 to 9.5 of IS : 732/1963 and the earth resistance should be within the prescribed limits as per I.E rules 1958 and as per para 2.09 of National Electrical Code.
32. If more than one switch is located on a single board, the schedule of rates for every additional points on the same board will be :
 - (a) 50% of schedule of rates per unit if surface wiring on T.W fillets is adopted.

Signature of CONTRACTOR

(b) In all types of wiring of more than one point of same category is located on a single board ,cost of materials for every additional point category wise on the same board will be the actual cost of materials and for labour, it will be 30% for first additional point and with an increase of 7% for every additional point there of the rate.

TECHNICAL NOTE

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