



**BRAHMAPUR DEVELOPMENT AUTHORITY,  
COURTPETA, BRAHMAPUR.**

**Bid Identification No. EM-BeDA-87-2025-26**

Under  
**Housing & Urban Development Department, Bhubaneswar**  
**GOVERNMENT OF ODISHA.**

**DETAIL TENDER CALL NOTICE (DTCN)  
FOR THE WORK**

**INTERIOR WORK OF MILLET CAFÉ IN SUBHADRA SHAKTI  
BAZAR, KAMAPALLI, BRAHMAPUR.**

**ESTIMATED COST: - Rs.16,95,250.00**



**e-Mail: [bda.brahmapur311@gmail.com](mailto:bda.brahmapur311@gmail.com)**  
**BRAHMAPUR DEVELOPMENT AUTHORITY**  
**INVITATIONS FOR BIDS (IFB)**  
**Bid Identification No. EM-BeDA-87-2025-26**  
**No.904// BeDA (Engg.) Dated.20.12.2025**

1. Online tenders in the prescribed form to be eventually drawn-up in PWD Form P-1 (Percentage Rate Bids) in conformity with detailed Tender Call Notice are invited by the Engineer Member, Brahmapur Development Authority, Brahmapur on behalf of Governor of Odisha for tender in **Single Cover System** for the works as detailed in the table below from respective class of Contractors registered with the State Government and Contractor of equivalent grade // class registered with Central Government // MES// Railways, having registered for Civil works, on production of definite proof from the appropriate authority.
2. The bidders may submit bid for the following work

Sl. No.	Name of work	Value of work in (Rs.)	Bid Security in (Rs.) (on line payment mode)	Cost of Bid document in Rs. (on line payment mode)	Class of Contractor	Period of completion
1	2	3	4	5	6	7
1.	INTERIOR WORK OF MILLET CAFÉ IN SUBHADRA SHAKTI BAZAR, KAMAPALLI, BRAHMAPUR.	1695250.00	16953.00	6000/-	"D" or equivalent	30 Days

3. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary Documents can be seen in the web site <https://tendersorissa.gov.in>
4. The payment for earnest money deposit / Bid Security and cost of bid document shall be made in online payment mode online.
5. The bid documents will be available in the web site <https://tendersorissa.gov.in> from **10.00 A.M. of 21.12.2025 to 5.30 P.M. of 30.12.2025** for online bidding.
6. The bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
7. Bid shall be received only **"on online"** on or before **5.30 P.M. of 30.12.2025**.
8. Bids received on online, shall be opened at **11.00 A.M. of 31.12.2025** in the Office of the Engineer Member, BeDA, Brahmapur in the presence of the 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 last date of opening of the bids as specified, the bids will be opened on the next working day the same time and venue.
9. Other details can be seen in the bidding documents .
10. The uploaded tender documents must be accompanied with list of T&P and machineries in owned/hired as per Schedule-E
11. All the uploaded documents in original must be produced for verification within 3 days after the opening of the bid failing which the bid will be rejected and higher authorities will be moved for cancellation of D.S.C.
12. The addendum/ corrigendum if any will be hoisted in the website only.
13. The authority reserves the right to cancel any or all bids without assigning any reason there of and not bound to accept the lowest Tender.
14. The Tenderer must have registered themselves with Contractor Data Management System (CDMS)available at portal [www.sdmsodisha.gov.in](http://www.sdmsodisha.gov.in) which is mandatory as per notification no.12934/Dt.23.08.2018

**CHECK LIST TO BE FILLED UP BY THE BIDDER**

Sl. No.	Particulars	Reference to clause No.	Whether furnished	
			Yes	No
01.	Cost of tender paper in case of down loading Rs.6000/- (On online payment mode)	No.3		
02.	E.M.D. for Rs.46280/- (On online payment mode)	No.3		
03.	Copy of valid Registration Certificate	No.9		
04.	Copy of valid GST Certificate	No.9		
05.	Copy of PAN Card	No.9		
06.	No Relation Certificate in Schedule-A	Schedule-A		
07.	Works Experience -	No.17		
(A)	List of projects executed that are similar in nature to the work (Schedule-D1)	Schedule-D1		
(B)	Works in hand list of projects in progress that are similar in nature to the work (Schedule-D2)	Schedule-D2		
08 (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tender (Schedule-E)	Schedule-E		
(B)	Affidavit (Schedule-F)	Schedule-F		

## CONTRACT DATA

### A. GENERAL INFORMATIONS

Sl. No.	Item	Details
1	Name of the work	<b>INTERIOR WORK OF MILLET CAFÉ IN SUBHADRA SHAKTI BAZAR, KAMAPALLI, BRAHMAPUR.</b>
2.	Employer	Vice-Chairman, Brahmapur Development Authority
3.	Employer's Representative	Engineer Member, Brahmapur Development Authority, Berhampur.
4.	Accepting Authority	Engineer Member, Brahmapur Development Authority, Berhampur.
5.	Estimated cost	<b>Rs.1695250.00</b>

### B. BID INFORMATION

7	Intended completion period/ Time period assigned for completion	3 (Three) Calendar Months
8.	Last date & time of submission of Bid	Date. 30.12.2025
		Time. 5.30 P.M.
9.	Cost of Bid Document	
	i. On Line Payment	<b>Rs.6000/-</b>
	ii. in favour of	Engineer Member, Brahmapur Development Authority, Berhampur.
	iii. Payable at	Berhampur
10.	Bid Security	
	i. Amount	<b>Rs.16953.00</b> (On online payment mode)
	ii. in favour of	Engineer Member, Brahmapur Development Authority, Berhampur.
	iii. Payable at	Berhampur
11	Bid validity period	90 days
12	Currency of Contract	Indian Rupee
13	Language of Contract	English

Signature of the Contractor

**Engineer Member**

## Procedure to participate in online bidding e-procurement

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc.
  - a. To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
  - b. The tender documents uploaded by the Tender Inviting Officer in the website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
  - c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
  - d. If the software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.
    - 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
    - 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
    - 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
    - 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The 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 Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using

his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

- 1.7. The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Engineer Member as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to up-load the drawings other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his 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 uploaded by the Officer Inviting the Bid. 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 issued shall be part of the bidding documents and shall be notified in the website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) / notice board and through paper publication.
- 1.8.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Submission of document shall be affected by using DSC of appropriate class.
2. **BID SECURITY:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written pages of the bid security and up load the same to the system in designated place. The on-line bidder shall deposit the original copy of the 'bid security' within the specified period mentioned in the DTCN (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. 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.
3. **FORMAT AND SIGNING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.
- 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 cost of Bid Document, Bid Security, 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 up loading 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. the e-procurement process each process are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so, desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

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#### **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.

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

**8. OPENING OF THE BID:**

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

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

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

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/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. During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared.

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

8.5. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

8.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.

8.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished.

8.5.3. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify to the documents in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation.

8.5.4. 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

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

8.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

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

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, 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.

#### **9. CLARIFICATION OF BIDS:**

9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask 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. Tenders in which the bidder quotes more than 14.99% less than estimated cost shall be out rightly rejected.

#### **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. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

**OFFICE OF THE ENGINEER MEMBER**  
**BRAHMAPUR DEVELOPMENT AUTHORITY: BERHAMPUR**  
**DETAILED TENDER CALL NOTICE FOR BUILDING WORKS.**

1. Sealed Percentage Rate bids are invited from respective Class of Contractors // Firms registered with State Govt. and Contractors // Firms of equivalent Grade // Class registered with Central Govt.// M.E.S // Railways for execution of Works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn up in P.W.D form **P-1** for the work “**INTERIOR WORK OF MILLET CAFÉ IN SUBHADRA SHAKTI BAZAR, KAMAPALLI, BRAHMAPUR.**” at an estimated cost of **Rs.1695250.00 (Rupees Sixteen Lakh Ninety Five Thousand Two Hundred Fifty) only.**
2. The bid documents consisting of specifications, the schedule of quantities and set of terms and conditions of contract and other necessary documents can be seen in the web site [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in).
3. The bid must be accompanied by Earnest Money Deposit // Bid Security of the amount specified for the work in IFB, in favour of **Engineer Member, Brahmapur Development Authority, Brahmapur** online payment mode only.
4. The bid documents will be available in the web site [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in). from **21.12.2025 at 10.00 A.M. to 30.12.2025 at 5.30 P.M.**
5. The bidder must possess compatible digital signature certificate (DSC) of Class-II or Class-III in single cover system.
6. The bid shall be received only “**On online**” on or before **5.30 PM of 30.12.2025** Bid received on online shall be opened at **11.00 A.M. on 31.12.2025** in the office of the Engineer Member, Brahmapur Development Authority, Berhampur 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 last date of receipt and date of opening of bids as specified, the bids will be received and opened on the next working day at the same time and venue maintaining the same time gap between receipt and opening.
7. Financial instrument such as cost of Bid Documents and Bid Security in original shall have to be deposited before the Engineer Member, Brahmapur Development Authority, Berhampur in between the date and time of closing and opening of the bid on working days, failing which the bid shall be summarily rejected.
8. The intending bidders are required to produce documents like Original Registration Certificate, valid GST Certificate., PAN Card, EPF Code, after opening of the bid for verification purpose in the later stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C preferably within **3(Three)** working days after the date of opening of the bid. Furnishing scanned copy of such documents along with the bid document is mandatory. Otherwise, his/her bid shall be declared as non-responsive and thus liable for rejections.
9. The work is to be completed in all respects within **3(Three)** calendar months. Tenderers whose tender is accepted must submit a **work programme** at the time of execution of Agreement.
10. All tenders received will remain valid for a period of **90 (ninety)** days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
11. The Engineer Member, Brahmapur Development Authority, Berhampur reserves the right to reject any or all tenders received without assigning any reason thereof.
12. The tenders whose tender is selected for acceptance shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit of 2% (Two percent) of the tendered amount as shown in **Clause-3** above and sign the agreement in the P.W.D. Form P-1 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Engineer Member, Brahmapur Development Authority, Berhampur. The earnest money deposited will be refunded automatically online to the bidder after signing of agreement and issue of work order. This security deposit (2%), and the amount withheld according to the provision of P-1 Agreements shall be retained as security deposit for due fulfillment of this contract. Failure to enter in to the required Agreement and to make the security deposit, as above shall entail forfeiture of the Earnest Money. No tender shall be finally accepted until the required amount of security deposit (money) is deposited. The written agreement to be entered in to between the Contractors and the BeDA shall be the fundamental right of the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of BeDA. The Department will accept the security deposit in form of NSC//KVP//POTD//POSB//Deposit receipt of Scheduled Bank A/C duly pledged in favour of the Engineer Member, Brahmapur Development Authority, Berhampur and in no other form.
13. The rate should be quoted in percentage rate only. Percentage rate quoted by the contractor shall be accurately filled in figures and words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, than the percentage quoted by the contractor in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage Excess / Less and total rate quoted by the contractor, then the percentage will be taken as correct. The percentage quoted in the tender without

Mentioning excess or less and not supported with the corresponding amount will be treated as excess. The contractor will write percentage excess or less up to one decimal point only. If he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the contractor has omitted to quote the rates either in figure and words, the officer opening the tender should record the omission. 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 as the case may be.

14. The contractor will be responsible for payment of all royalties other charges for quarrying materials. All local taxes inclusive of State Sales Tax and Income Tax, Octroi Charges, Ferry and Tollage charges are to be paid by the contractor. **GST at the rate 18% shall be paid extra.**

15. No departmental material will be supplied to the contractor from the departmental store unless under special circumstances when the department feels it essential.

16. If the contractor removes any materials or stock so supplied to him from the site of work with a view to disposing of the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to **five times** the price of the materials or stock according to the stipulated rates and the penalty so imposed shall be recovered from any sum that may then or at any time thereafter become due to the contractor or from his security.

17. The contractor should be fully liable to indemnify the Department for payment of the compensation under workmen's compensation **Act-VIII of 1823** on account of the workmen being employed by him & the full amount of compensation paid will be recovered from the Contractor

18. Every tenderer must examine the Detailed Specification of Orissa PWD before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities of items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase shall in no case invalidate the contract or rates. It shall be definitely understood that, BeDA does not accept any responsibility for the correctness of completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or addition or deduction and such omission, deductions shall in no case invalidate the contract & no extra monetary compensation will be entertained.

19. a. All reinforced cement concrete work should conform to Orissa Detailed Specification and should be M-25 having a minimum compressive strength (in work test) 200 Kg // Sqm in 15cm.cubes at 28 days after mixing and test conducted in accordance with IS-456 and IS-516 using 12mm to 20mm size black hard crusher broken granite chips (20mm.size not to exceed 25%). **The Reinforcement for all RCC work shall be, HYSD Fe-500gr.**

19. b. **The make of the steel should be TATA, JINDAL, SHYMA Steel RINL, SAIL.**

20. Shuttering and centering shall be with seasoned sal wood planks, the inside of which shall be lined with suitable sheeting and leak proof and water tight or alternatively steel shuttering and centering may be used.

21. The contractor shall make all arrangement for proper storage of materials. But, no cost for raising shed for the storage of materials and pay to watchman etc. will be borne by Department. These expenses to be borne by the contractor. The Department is not responsible for considering theft of materials at site. It is at contractor's risk. Under any such plea, if the contractor stops the work, he shall have to pay the penalty as per Clauses of the P-1 contract.

22. For the purpose of jurisdiction in the event of dispute if any contract should be deemed to have entered in to within the state of Orissa and it is agreed that, neither party to the contract nor the agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

23. After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platform etc. are to be dismantled and all the materials are to be removed from the site. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items. The ground up to 15-meter radius shall be cleaned and rough dressed.

24. The contractor shall not interfere with the execution of water supply or electrical fittings arrangements and any other works entrusted to any other agency by the Department at any time during the progress of work.

25. The Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

26. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night works whenever necessary at his own cost.

27. Bailing out of water from the foundation either rain water 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

ground where required. The rates quoted should be for finished items of work inclusive of those incidental items of work.

28. All the quantities mentioned in the schedule are combined for ground floor and multi floor in case of multi-storied building and the rates should be through for the same.

29. Cement concrete in roof slabs, beams and wherever prescribed by the Engineer-in-charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixer, vibrator, and pumps etc. for the purpose.

30. It should be understood clearly that, no claims whatever will be entertained if the work will be curtailed or stopped at any stage.

31. The tenderer shall have to be abiding by the C.P.W.D safety code introduced by the Government of India, Ministry of Works, Housing and Supply in their standing orders No.44 to 46 Dtd.25.11.57, which can be seen in the office of the Engineer Member, Brahmapur Development Authority, Berhampur on working hours.

32. The contractor will abide by the fair wages clause as introduced by the Government & abid by the rules of OPWD Code.

33. The Department will have the right to supply at any time in the interest of work, any Deptt. Materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rates of such materials will be at the stock issue rates fixed by the department plus storage charges or market rates whichever is higher.

34. The Contractor will be responsible for the loss or damage if any departmental materials, equipment supplied to him under Clause-28 during execution of the work due to reasons whatsoever and the cost of such materials will be recovered from him at the prevailing stock issue rates plus storage charges or market rates whichever is higher.

35. The contractor should arrange at his own cost necessary tools and plants, pumps, vibrator, concrete mixer etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of such plant & cost of consumables.

36. The contractor will have to submit to the Engineer Member, Brahmapur Development Authority, Berhampur monthly return of labour both skilled & unskilled engaged by him in the work.

37. The tenderers are required to go through each clause of P.W.D form P-1 in addition to Clauses mentioned herewith before tendering.

38. No part of the contract shall be sublet without written permission of the Engineer Member, Brahmapur Development Authority or transfer be made by Power of attorney authorizing others to receive payment on the contractors behalf.

39. No tender documents(offline)will be sold to the intending tenderers.

40. If any further necessary information is required, the Engineer Member, Brahmapur Development Authority, Berhampur will furnish such information, but it must be clearly understood that, tenders must be received in order and according to instructions.

41. Cement shall be used by bags containing 50 Kgs. and weight of one cubic meter of cement being taken as 14.42 quintal. The cement to be used should be of ULTRATECH//ACC//KONARK make only.

42. In the event of any delay in the supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor, but no claim for monetary compensation will be entertained under any circumstances.

43. No contractors will be permitted to furnish their tender in their own manuscript paper.

44. (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself / themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

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

45. BeDA will not however, after acceptance of contract rate pay any extra charges for lead or any other reason in case the contractor is found later on to have misjudged the materials available.

46. All fittings for doors and windows if supplied by the contractor should be of best quality having ISI mark and should be got approved by the Engineer-in-charge before they are used in the work.

47. The tenders containing extraneous conditions not covered by the tender call notice is liable for rejection.

48. After commencement of the work, the contractor shall arrange at his own cost all requisite equipments for testing building items if found necessary and bear the entire cost of such test.

49. Tenderers are required to submit (1) List of works in the hand in the prescribed proforma enclosed herewith (2) List of T&P (3) List of works executed along with the tenders.

50. Letters etc. found in the tender box, raising or lowering rates of dealing with any point in connection with the tender will not be considered

51. All reinforced cement concrete works should be machine mixed, vibrated and finished smooth. Extra charges for plastering if required to any R.C.C structures like columns, chajjas etc. shall not be paid.

52. Tenders may at their opinion quote reasonable rate for each item of work carefully, so that in one item it is not unworkably low and other too high.

53. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his own cost if the work as shown in the tender exceeds Rs.2,50,000.00. The apprentices will be selected by the Engineer Member. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Engineer Member in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

54. Income Tax as admissible under rules from time to time on the gross amount of bill will be deducted from contractor's bill. Surcharges as applicable by the I.T Act will also be levied over and above the tax.

**55. GST @18% shall be paid extra.**

56. The tenderer shall bear the cost of various incidental sundries and contingencies necessitated by the work falling within the following or similar category.

(a). Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry tolls, conveyance charges and other costs on account of land and buildings required by the tenderer for collection of materials, storage, housing of staff or other purpose including temporary building materials of the work. No rent however be payable to BeDA for temporary occupation of land owned by BeDA at the site of work.

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

(c). Suitable water supply including pipe water supply wherever necessary for the staff.

(d). Fees and dues hired by municipality, canal and water supply authorities.

(e). Suitable equipments and wearing apparatus for the labourers engaged in risky operation.

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

(g). Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also sums which may become payable due to operation of Workman's Compensation Act.

(h). The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.

(i). The contractor has to arrange all the building materials including the equipments required for under reamed pile foundation for starting the work.

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

58. Deleted

59. The materials like Cement, Steel, Paints etc. procured & used by the Contractor for the above noted work should be as per I.S.I specification and to be got approved from the Engineer-in-charge before execution.

60. Special Class Contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the State of Orissa likewise "A" Class Contractor shall employ under him one Graduate Engineer, or two Diploma holder belonging to the State of Orissa. The employment of such Graduate Engineers and Diploma Holders under the Contactor shall be full-time and continuous and they shall not be superannuated, retired dismissed or removed personnel from any State Government or Central Govt. Service / Public Sector undertakings / Private Companies and Firms or ineligible for appointment to Government Service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of personnel of equivalent qualification employed under the State Government of Orissa. The Chief Engineer, Roads, Orissa may however, assist the contractor with names of such un-employed Graduate Engineers and Diploma Holders, if such help is sought for by the contractor. The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority alongwith each tender, as to who would be supervising the work.

61. The companies or individuals registered with Works Department / Public Health Department & Electrical Department having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H works invariably should accompany their tender papers. The Civil Contractor in order to take part in the Turn-key tender should enter in to a joint venture agreement with eligible/ Registered PH/ Electrical Contractors (Associated with the joint venture) and a copy of such agreement after due registration should be furnished to the E.M., BeDA inviting composite tender for purchase of tender documents. This shall also form a part of the tender and should be attached with the tender. If the Civil Contractor is having registration in P.H and Electrical works under the same name and style, the question of joint venture does not arise. The tender papers shall bear signature of authorized person of the tenderer, the letter of authorization should accompany tender papers. The authorization should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil, S.I and W.S and Electrical items of work to the Engineer-in-charge as mentioned in Clause- 4 (ii).

62. The contract will be drawn up in P.W.D P-1 contract form. The contract shall be drawn & signed by Engineer Member, Brahmapur Development Authority on behalf of **BeDA**. In the interest of expeditious execution of work, payment of interim bills (Running A/C. bills) shall be made by the Engineer Member, Brahmapur Development Authority, Berhampur for final adjustment and compilation of accounts. Each bill of the 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. (As per G.O, Works Department No.1606 Dtd.17.01.1986).

63. M/S.O. B & C.C. Ltd shall be allowed a price preference up to 3 % on the lowest quotation and will be given an opportunity to state whether the firm will be willing to reduce the quotation to the work up to 3% above the lowest valid tender acceptable.

64. Number of tests as specified in I.R.C/ MoRT&H / I.S.I specification required for construction of Roads/ Bridges/ Buildings or any structural works will be conducted in any Govt. test house/ Departmental Laboratories//Regd. materials testing laboratories as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection/ transportation of samples/ specimen etc. will be borne by the Contractor. The collection of samples and testing are to be conducted both prior to execution and during execution as may be directed by the Engineer-in-charge and in both the counts the cost shall be borne by the Contractor. An Engineering Personnel of the executing agency should be present at work site at the time of high-level inspecting officers in the rank of Vice-Chairman & above.

65. The Contractor is required to pay royalties to Government as fixed from time to time and produce such documents in support of their payment to the concerned Engineer Member along with their bills, failing which the amount of royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the Revenue Deptt.

66. The incentive for the works costing more than Rs.40.00 lakh in case of Building and Rs.3.00 Crore in case of road works in original nature will be paid @ 1% of estimated cost of original works if completed before one month of original stipulated date of completion and 2% of the estimated cost if completed before two months of original stipulated date of completion (Part of the month shall be excluded) shall payable to the contractor. The maximum incentive will be allowed 2% only. No incentive will be paid in case of works where extension of time is allowed.

**67. Additional Performance Security (APS): -**

(i) 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% (decimal upto 2 nos will be taken for all practical purposes) less than the estimated cost the tender excepting authority will finalize the tender through a transparent lottery system where all bidders/ their authorized representative, the concerned Engineer Member and D.A.O. will remain present.

(ii) Additional performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Term Deposit Receipt pledged in favour of the Engineer Member within seven days' time from the date of opening of price bid.

The bids of the technically qualified bidders will be opened for evaluation of the price bid.

68. An affidavit shall be furnished by the Contractor at the time of submission of tender papers about the authentication of tender documents including bank guarantee. This has been concurred in by the Law Department & Finance Department vide their U.O.R No.1242/L. Dtd.05.08.2003 and No.195/EF-1 Dtd.04.03.2004 respectively.

69. No materials like cement, steel, paint, bitumen etc. will be supplied by the department to the work. All materials to the work shall be arranged by the Contractor at his own cost. The materials to be used for the work shall be as per I.S.S / I.R.S.C specification approved by the Engineer-in-charge before execution of work.

70. In accordance with G.O Works Department O.M.No.2234 Dtd.19.11.2005, if the tenderer back out from the offer before acceptance of tender by the competent authority may attract penal action including forfeiture of E.M.D and action for black listing the tenderer.

**71. TECHNICAL SPECIFICATION: -** The items of work shall be executed in accordance with B.I.S Code. **For construction of pile foundation special precaution should be taken to avoid saline intrusion and segregation of concrete. Before pouring of concrete, temporary encasing to be provided. The water inside the bore to be drained out completely. Thereafter pre-fabricated MS reinforcement (corrosion resistance steel HYSD bars Fe- 500 D grades) such as 12tor - 6nos verticals and 8tor as binder @175centre to centre to be inserted into the bore in perfect plumb. The clear cover between wall and reinforcement shall be 50mm. Minimum. Concrete with rich mixture of cement to be provided in the bore and temped vigorously & continuously. The temporary encasing slowly withdrawn.**

**72. CERTIFICATE OF NO RELATIONSHIP: -**

I / We hereby certify that, I / We am / are not related to any officer of BeDA of the rank of Assistant Engineer and above and any Officer of the rank of Assistant Secretary and above of the H & UD Department. I am also aware that, if the facts subsequently proved to be false, my / our contract will be rescinded with forfeiture of E.M.D and total Security Deposit and I / We shall be liable to make good the loss or damage resulting from such cancellation.

It also notes that, non-submission of this certificate will render liable for rejection.

**73. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT: -**

74.1 The bidder / Tenderer whose bid has been accepted will be notified of the award by the Engineer Member 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 Member 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").

74.2 The notification of award will constitute the information of the contract subject to the fulfillment of I.S.D & additional performance security in accordance with the provisions of the agreement.

74.3 The agreement will incorporate all clauses between the Engineer Member and the successful bidder, within 15 (fifteen) days following the notification of award alongwith the Letter of acceptance. The successful bidder will sign the agreement and deliver to the Engineer Member. Following documents shall form part of the agreement.

(a). The notice inviting bid and 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.

**75. TIME CONTROL: -**

**75.1 Progress of work and Re-scheduling Programme.**

75.1.1 The Engineer Member / 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.

75.1.2 Within 7(Seven) days of issue of the letter of acceptance, the Contractor shall submit to the Engineer-in-charge for approval a Programme commensurate to Clause No.3 showing the general methods, arrangements and timing for all the activities in the works along with monthly cash flow forecast.

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

75.1.4 If at any time it should appear to the Engineer-in-charge that the actual progress.

of the works 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 up-dated programme within this period, the Engineer-in-charge may withhold the amount of 10 % of the contract value from the next payment certificate & continue to withhold this amount until the next payment after the due on which the overdue programme has been submitted

75.1.5. An update 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.

75.1.6 The Engineer-in-charge's approval of the programme shall not alter the Contractor's obligations.

**75.2 Extension of the Completion Date.**

75.2.1 The time allowed for execution of the works as specified in the contract date shall be the essence of the contract. The execution of the works shall commence from the 15<sup>th</sup> 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, BeDA 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.

75.2.2 As soon as possible after the contract is concluded the contractor shall submit a Time & Progress chart for each mile-stone 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 mile-stone given in contract data.

75.2.3 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 endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

- (i). Force measure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, 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 date is beyond the contractor's control.

75.2.4 Request for re-schedule and extension of time to be eligible for consideration, shall be made by the Contractor in writing within 30 (thirty) 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.

75.2.5 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 2 (two) 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.

### 75.3 Compensation for Delay.

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

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be computed on per day basis, provided always that, the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the (Tender 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. With holding 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 not 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.

### 75.4 Bonus for Early Completion.

75.4.1 For availing incentive clause in any project which is completed before the stipulated date of completion subject to other stipulations it is mandatory on the part of the concerned Engineer Member 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 days of such completion by the concerned Higher Authorities of BDA. The incentive for timely completion

should be on a graduated scale of 1% to 5% of the Contract Value. Assessment of the incentives may be worked out for earlier completion of work in all respect in the following scale.

- Before 30% of the contract period = 5% of the contract value
- Before 20% to 30% of the contract period = 4% of the contract value.
- Before 10% to 20% of the contract period = 3% of the contract value.
- Before 5% to 10% of the contract period = 2% of the contract value.
- Before 5% of the contract period = 1% of the contract value.

The amount of Bonus if payable shall be paid alongwith final bill after completion of the work. Such facility will be provided for the works costing more than Rs.40.00 lakh in case of Building and Rs.3.00 Crore of Road works of original nature.

#### 75.5 Management Meetings.

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

75.5.2 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 is 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.

applicants shall furnish the followings:

- a. Required E.M.D. (Bid Security) as per the clause No.07, failing which tender will be liable for rejection.
- b. Scanned copy of valid Registration Certificate, Valid GST Certificate, PAN Card and EPF Code at the time of execution of Agreement along with the tender documents as per Clause-09.
- c. Information regarding (i) Evidence of ownership of principal machineries // equipment in Schedule-C as per Annexure-I of Schedule-C(ii) Annexure-III of Schedule-C & (iii) Annexure-IV of Schedule-C if required as per Clause No.10 scanned copy of all documents are to be furnished with the bid.
- d. Information in scanned copy regarding current litigation debarring // expelling of the applicant or abandonment of work by the applicant in Schedule- E and affidavit to that effect including authentication of tender documents and Bank guarantee in Schedule-F as per clause-11.
- e. Information regarding experience in similar nature of works in Schedule-D-1 & Schedule-02 as per Clause-13 with scanned copy of experience certificate.
- f. Submission of original bid security and tender paper cost as prescribed in the relevant clause of DTCN after last date and time of submission of bid but before the stipulated date & time for opening of the bid. Non-submission of original bid security and cost of bid document 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.
- g. Uploading copy of valid Smart Card / valid R.C. Book against different vehicles.
- h. In each lease deed executed towards hiring of vehicles / machineries, the specific name of work tendered for, should invariably be mentioned in the lease deed.

76. In case the 1<sup>st</sup> lowest tenderer or even the next lowest Tenderer withdraws in series one by one, thereby facilitating a particular tender for award then they shall be penalized with adequate disincentives with forfeiture of E.M.D unless adequate justification for such back out is furnished. Appropriate action for black-listing the tenderer shall also be taken against for disincentives of the Tenderer.

77. In case the reason for backing out of the 1<sup>st</sup> lowest tenderer is justified, then the offer of 2<sup>nd</sup> lowest tenderer may be accepted provided that the 2<sup>nd</sup> lowest tenderer negotiates with the rates of 1<sup>st</sup> lowest tenderer. However, approval from the next higher authority is mandatory for such cases.

Similarly, if more than one of the Lowest Tenderers starting from the 1<sup>st</sup> lowest in series, such is the 1<sup>st</sup> lowest and the 2<sup>nd</sup> lowest tenderer, withdraw this should automatically stand cancelled unless for very special reasons to be recorded in writing. Approval of next higher authority is to be obtained prior to acceptance of the offer of other contractors quoting higher rates in the larger interest of getting the works done in time. In such cases, the next higher authority should accept the tender only if the 3<sup>rd</sup> lowest tenderer agrees to undertake the work at the rate quoted by the 1<sup>st</sup> lowest tenderer. In case of some extreme urgency or other valid reasons, the deviation from the lowest rates may be considered, but this should go to the 2<sup>nd</sup> higher level of Authority in the hierarchy for acceptance. In such cases prior detailed investigation of the circumstances and reason thereof should be recorded in writing for accepting such tender at higher rates than the 1<sup>st</sup> lowest offer.

78. Request for adjustment of E.M.D for other works is liable for rejection.

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

80. Engineer Contractors desirous of participating in the tenders should also furnish the required E.M.D at the prescribed rate. In case they desire to avail exemption of E.M.D, they are to produce at the time of opening, their original license for an entry to that affect (Such facilities are limited to 3 (three) works in a financial year).

81. The above clauses supersede earlier clauses of similar/ identical nature.

82. Before acceptance of tender the successful bidder will be required to submit a **work programme** and mile stone basing on the final 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.

**82 (Eighty two) Clauses only.**

**APPROVED**

-Sd-  
Engineer Member  
Brahmapur Development Authority

## **PERFORMANCE RECORD OF CONTRACTORS**

1. Name of the Contractor: -
2. Registration No. and Date: --
3. Class of Contractor: --
4. Licensing Authority: --
5. Licence valid up to: --
6. Details of works executed: --

Sl No.	Jobs under execution	Agreement amount	Date of commencement	Stipulated date of completion	Whether work is progressing as per programme	Reasons for delay if any
1	2	3	4	5	6	7

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7. Whether the contractor has requisite machineries & personnel deployed (details of machinery and personnel deployed: --
8. Whether the quality of construction is satisfactory: --
9. Whether he has capability to make good the loss time: --
10. Whether the contractor has abandoned a work in the past three years, if yes, the details thereof: --
11. Whether the contractor has entered in to any litigation in the past, if yes, the details thereof: --
  
12. Name of the Certifying Officer Signature of Contractor  
with Official Seal.

**CERTIFICATE OF NO RELATIONSHIP**

**SCHEDULE-A**

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

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

(\*) - Strike out which is not applicable

**Signature of the Tenderer**

Date:-

## **SCHEDULE-B**

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE  
ENGINEER / DIPLOMA HOLDERS**

(A class / Special Class / Super Class contractors only)

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

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

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

**Signature of the tenderer.**

Date: -

## **ANNEXURE – LOF SCHEDULE-C**

## **LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK (MINIMUM REQUIREMENT)**

**ANNEXURE – III OF SCHEDULE-C**

**CERTIFICATE TO BE ISSUED BY THE ENGINEER MEMBER  
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.  
(Not issued prior to 90 days of receipt of tender)**

Sl. No	Name of the machineries/ equipment	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

ENGINEER MEMBER

**ANNEXURE – IV OF SCHEDULE-C**

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

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipment and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Signature of the tenderer

Signature of the Contractor

Engineer Member

**SCHEDULE-D****WORKING EXPERIENCE**

(TO BE GIVEN SEPARATELY FOR EACH CONSTITUENT FIRM OF JOINT VENTURE / CONSORTIUM)

Name of the Firm:

1. Total number of years' experience in Civil construction work.
2. Total number of years' experience in specialized construction work

(Indicate works that are relevant to the works for which this qualification application is sought)

Nature of work	Number of years of experience
i) Road work	
ii) Bridges	
iii) Canal works	
iv) Irrigation structures	
v) Buildings	
vi) Industrial structures	

Signature of the Contractor

**Engineer Member**

**SCHEDULE-D1****WORKING EXPERIENCE****D-1. LIST OF PROJECTS EXECUTED THAT ARE SIMILAR IN NATURE TO THE WORK**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

NOTE:- This page is to be certified by the Engineer-in charge / Employer.

Signature of the Contractor

**Engineer Member**

**SCHEDULE-D2****WORKING EXPERIENCE**

**D-2. LIST OF PROJECTS IN PROGRESS THAT ARE SIMILAR IN NATURE TO THE  
WORK**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

NOTE:- This page is to be certified by the Engineer-in charge / Employer.

Signature of the Contractor

**Engineer Member**

**SCHEDULE-“E”****INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER**

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No

b) If yes: give details:

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

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

b) If yes, give details:

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

**Signature**

**SCHEDULE –F****AFFIDAVIT**

1.The undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

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

3.The undersigned hereby authorised and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.

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

(Signed by an Authorised Officer of the firm)

Title of Officer

Name of Firm

Date:

Signature of the Contractor

**Engineer Member**

## **SCHEDULE – G**

**A. STRUCTURE AND ORGANISATION**

Name of Applicant

(in case of the joint venture/ concern,  
the name of the leading partner)

**1. Head office Address**

Telex No.

Cable address

Telephone No.

Fax

**2. Regional office Address (if any)**

Telex No.

Cable address

Telephone No.

Fax

**3. Local office Address**

Telex No.

Cable address

Telephone No.

Fax

**4. Description of application (e.g. General, Civil Engineering contractor, supplier of equipment etc. Also attach relevant extracts from article of deed or other relevant document including the name of Principals).**

**5. Name and address of bankers**

**6. Main lines of Business.**

**7. Name (s) and address (es) of principals of companies to be associated in the project and whether parent / subsidiary/others.**

**8. Attach an organization chart showing the structure of the company including names and positions of directors and key personnel.**

**Note :** Particulars for items 2,3,4,5,6,7,8 above should be furnished separately for each partner of joint venture/ consortium.

**Note :** Applicant cover proprietary firm, partnership limited company or corporation, joint venture of consortium.

Signature

Signature of the Contractor

**Engineer Member**

**SCHEDULE - I**  
**TECHNICAL ASSISTANCE DATA**

1. Name of the Technical Assistance firm
2. Head office Address  
Telex No.  
Telephone No. Cable address
3. Regional office Address (if any)  
Telex No. Cable address  
Telephone No.
4. Name of partners
  - a)
  - b)
  - c)

Proposed assistance of responsibilities among constituent firms.

(Attach documentary proof)

- a) Finance Distribution
- b) Work Distributions  
(Indicate details of fields of assistance)

**Signature**

Signature of the Contractor

**Engineer Member**