BRAHMAPUR DEVELOPMENT AUTHORITY

Court road, Courtpeta, Brahmapur, Ganjam, Odisha. PIN 760004

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Phone No- 0680 2292797

DETAILED TENDER CALL NOTICE (DTCN)

FOR

"Repair and Renovation of Eco Retreat HUB at Gopalpur, Ganjam."

ESTIMATED COST: Rs.81.60 Lakh

Bid Identification No.EM-BeDA-36/2026-27

PART-I: General & Technical Bid

COST OF TENDER PAPER: Rs.10,000.00

Oct-2026

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SECTION-1

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NOTICE INVITING TENDER (NIT) FOR THE WORK

"Repair and Renovation of Eco Retreat HUB at Gopalpur, Ganjam."

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement
Identification No. EM-BeDA-36/2026-27
IFB NO-833 / Dt.15.10.2026

The **Brahmapur Development Authority, Brahmapur** invites **percentage rate Bids** through **e-Procurement** in conformity with the terms and conditions of the **Detailed Tender Call Notice** (DTCN) in Two Bid system (Part-I: General & Technical Bid and Part-II: Price Bid) from **"B" Class or Equivalent** Contractors registered with the Odisha State Government and Contractors of equivalent grade/class registered with Central Government / any other State Government/ MES/ Railways and Reputed Engineering Firms/ having experience and expertise in similar Nature of work and fulfilling minimum eligibility criteria as stated hereunder and other detailed qualifying requirements given in the DTCN to be eventually drawn up in the standard P_1 Contract Form of Odisha PWD. The bid should be submitted on-line in the website ***www.tendersodisha.gov.in*** by eligible class of contractors. The bidders should have the necessary Portal Enrolment (with his own Digital Signature Certificate). The registered bidders of outside Odisha can also participate in this process, after necessary Portal Enrolment, but shall have to subsequently undergo registration**" B" Class or Equivalent** with the appropriate authority of the State Government before signing agreement as per prevalent registration norms of state. However, the bidder has to produce registration certificate with in time limit of 15 days from the date of opening of price bid and declared 1st lowest in the portal, failing which the EMD furnished by the bidder shall be forfeited.

Sl. No.	Name of the Work	Value of Work (Rs. in Lakh)	E.M.D (Rs. Lakh) (Online payment mode)	Cost of Tender Document (Online payment mode)	Period of completion
1	**2**	**3**	**4**	**5**	**6**
1.	Repair and Renovation of Eco Retreat HUB at Gopalpur.	81.60	0.82	Rs.10,000/-	3 (Three) Calendar Months

2. Mode of submission of tender: Tender should be submitted online in ***www.tendersorissa.gov.in***

3. The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/ modifications/ addendum to DTCN if any. **Further the Tenderers are requested to get registered themselves with contractor data management system (CDMS) available at portal *www.sdmsodisha.gov.in* which is mandatory as per notification no 12934 Dt.23.08.2018**of Govt. of Odisha.

4. The scanned copy of Registration Certificate, GST, PAN, Affidavits, EPF code, including all required paper up loaded through website should be produced in original to **Engineer Member, Brahmapur Development Authority, Brahmapur** for verification whenever required by the Authority after opening of technical bid.

5. **Critical Dates: -**

Sl. No.	Description	Critical Dates
(i)	**Period of availability of tenders on-line**	**From 10.00 Hrs. of Dt.16.10.2026 to 17.30 Hrs. of Dt.31.10.2026**
(ii)	**Last date & time of seeking clarification**	**17.30 Hrs. of Dt.26.10.2026**
(iii)	**Last date & time of bidding on-line**	**17.30 Hrs. of Dt.31.10.2026**
(iv)	**Date & time of opening of Technical Bid**	**11.00 Hrs. of Dt.02.11.2026**

6. **Minimum Eligibility Criteria: -**

i) **The Firms/ Companies/Registered Contractors/ should have successfully completed similar nature of work (Civil works) valuing not less than Rs.48.96 Lakh (60% of the estimated cost for Civil and PH work) in a year during the last 3 (Three) years.** The firm shall have to submit the performance certificate of the works constructed by them for satisfactory performance from appropriate authority i.e., not below the rank of Executive Engineer or registered Architect. Weight age @ 10% per year shall be given on the value of the completed work in the preceding years.

ii) The Firms/Companies/Registered Contractors should have annual financial turnover of not less than **Rs.48.96 Lakh (60% of the estimated cost)** in a year during last 3 (three) years and the turn over need to be certified by Chartered Accountant. Weight age @ 10% per year shall be given on the annual turnover of the preceding years.

iii) **The Firms/ Companies/Registered Contractors (JV) should have MV / HT Electrical Registration Certificate and executed similar nature of work during the last 3 (three) years.** The firm shall have to submit the performance certificate of the works executed by them for satisfactory performance from appropriate authority i.e., not below the rank of Executive Engineer or registered Architect. Weight age @ 10% per year shall be given on the value of the completed work in the preceding years.

7. The estimated amount for electrical works if any (internal, external etc) may vary as scrutinized by the competent authority (GED/TPSODL) at the time of signing of agreement.

8. The bid for the work shall remain open for acceptance for a period of **120 (One Hundred Twenty) days** from the date of opening of price 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 earnest money shall stand forfeited of the said bidder.

9. Other details can be seen in the bidding documents, which is available in website ***www.tendersodisha.gov.in.***

10. Subsequent corrigendum if required shall be appeared in the website.

11. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

ENGINEER MEMBER,
BeDA, Brahmapur

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the Work: Repair and Renovation of Eco Retreat HUB at Gopalpur

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper in case of down loading **Rs.10,000.00 online payment modes drawn in favour of Engineer Member BeDA. Brahmapur.**	As per NIT			
02.	**E.M.D for Rs.0.82 lakh online payment mode**	D.T.C.N Clause No.2(B)23.1			
03.	Copy of valid Registration Certificate (Civil & electrical (HT) in case of JV)	D.T.C.N Clause No.2(A).a.v			
04.	Copy of valid **GST** Registration certificate	D.T.C.N Clause No.2(A).a.iii			
05.	Copy of PAN Card	D.T.C.N Clause No.2(A).a.iv			
06.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.2(A).a.vii			
07.	Works Experience -	Schedule-D			
(a)	List of projects executed that are similar in nature to the work	Schedule-D (Item-3)			
(b)	Works in hand-List of projects in progress that are similar in nature to the work	Schedule-D (Item-4)			
08. (a)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer	Schedule-E			
(b)	Affidavit/ Declaration	Schedule-F			
09.	Work schedule in the form of bar chart	Schedule-C DTCN clause no-7.14			

CONTRACT DATA

A. GENERAL INFORMATIONS

S N	Item	Details
1	Bid Identification No.	**BeDA-36/2026-27, Dt.15.10.2026**
2	Name of the Work	**Repair and Renovation of Eco Retreat HUB at Gopalpur.**
3	Officer inviting tender	**Engineer Member, Brahmapur Development Authority, Brahmapur.**
4	Estimated Cost	**Rs.81.60 Lakh**
B. BID INFORMATION		
5	Intended completion period/Time period assigned for Completion	**3 (Three) Calendar Months**
6	Last Date & time of submission of Bid	**17.30 Hrs. of Dt.31.10.2026**
7	Cost of Bid Document	
i)	Online payment mode	**Rs.10,000.00**
ii)	In favour of	**Engineer Member, Brahmapur Development Authority, Brahmapur.**
8	Bid Security	
i)	Amount	**Rs.0.82 lakhs**
ii)	Online payment mode in favour of	**Engineer Member, Brahmapur Development Authority, Brahmapur.**
iii)	Type of instrument	**Online payment mode**
9	Bid validity period	**120 days from the date of opening of Price Bid**
10	Currency of Contract	**Indian Rupees**
11	Language of Contract	**English**

SECTION- 2(A)

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

(a) Scanned copies of the following documents to be up-loaded in appropriate place in PDF format in the website ***www.tendersodisha.gov.in***.

i. GST Registration certificate.
ii. PAN Card.
iii. EPF code
iv. Contractor's Registration certificate.
v. Agreement regarding joint venture firm (in case of **JV**)
vi. Affidavit regarding correctness of certificates.
vii. Affidavit regarding no relation certificate.
viii. Work experience certificate from the authority not below the rank of Executive Engineer /Engineer Member.
ix. Annual Turnover Certificate from Chartered Accountant for last five financial years with break-up of Civil Works & Total Works for each financial year.
x. Any other relevant required document, if any.

(b) Scanned Copies of the Certificates/Formats showing details of information to be furnished as per the enclosed formats should be uploaded in appropriate place after converting the same to PDF.

Schedule A - Structure & Organisation.
Schedule B - Financial statement
Schedule C - List of plant & equipment proposed to be deployed in the work.
Schedule D - Work experience
Schedule E - Information regarding current litigation/debarment etc.
Schedule F - Information on Electrical License/Collaboration.
Schedule G - Declaration.
Schedule H - Any other information.

(The details of the Format is enclosed in the DTCN)

(c) Uploaded documents of valid successful bidders will be verified with the original before acceptance of offer.

(d) DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, cannot participate in the tender.

SECTION- 2(B)

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. **Definitions:**

(a) "Employer" means the **Brahmapur Development Authority, Brahmapur** of the Government of Odisha represented by the **Vice-Chairman, Brahmapur Development Authority, Brahmapur** or his authorised representative with whom the selected Contractor signs the contract for the services.

(b) "Contractor" means Bidder / Firm / Engineer Firm / Company/Joint venture Firm carry the same meaning throughout the DTCN and Contract.

(c) "Contract" means the contract/ agreement signed by the parties along with all attached documents listed in the DTCN (Tender Document Part -I & II).

(d) "Data Sheet" means such part of the Instructions to Contractor as are used to reflect assignment conditions and evaluation of the bid.

(e) "Day" means a calendar day.

(f) "Government" means the Government of Odisha/Government of India as the case may be.

(g) "Instructions to Bidders (Section-2(B) of the Part-I of DTCN) means the document which provides all information needed to prepare their proposals.

(h) "NIT" (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.

(i) "Personnel" means professionals and support staff provided by the Contractor and assigned to perform the services in full or in any part thereof.

(j) "Proposal" means the Technical Proposal (Tender Document Part I – General & Technical Bid) and the Financial Proposal (Tender Document Part II – Price Bid).

(k) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor which includes Part-I & II.

(l) "Govt." means Govt. of Odisha or Govt. of India as the case may be.

2. **Introduction / Selection Procedure:**

The Employer named in the Data Sheet will select a contract firm to execute the work as described in the scope of work and in the Data sheet.

The Contractor shall bear all costs associated with the execution of the work on Item rate contract. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Contractor.

3. Location of the Project:

The place of action is at **Sonapur, Ganjam District.**

4. Source of Funding:

The work will be **funded** by BeDA own fund.

5. **Eligibility:**

5.1. A Bidder shall be deemed to have the nationality of India.

5.2. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

5.3. Registered Contractor of" **B" Class** of Odisha State PWD or equivalent class of CPWD / Railway / MES / Central or other State Govt. / Joint venture firms and Reputed Engineering Firms. Proof of registration is to be furnished along with the tender.

6. **History of Litigation and Criminal Record:**

If any criminal cases are pending against the Contractor (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.

7. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer/Assistant Engineer Member and above in the Organisation of **Brahmapur Development Authority, Brahmapur**.

8. **Other Requirements:**

8.1. Even if the Contractor meets other criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.

8.2. The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.

8.3. In addition to the above, even while executing the work, if it is found that he produced false / fake, certificates in his tender, he will be blacklisted.

9. **Original Certificates:**

Original documents/certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.

10. **Cost of Tendering:**

The Contractor shall bear all expenses associated with the preparation and submission of his tender, **Brahmapur Development Authority, Brahmapur** shall in no case be responsible or liable for reimbursement of such expenses.

11. **Site Visit:**

The contractor is advised to visit and examine the project site at **Brahmapur** and its surroundings and obtain for himself all information that may be necessary for preparing the tender and quoting rates at his cost and responsibility.

B. TENDER DOCUMENTS

12. **Tender Documents :**

12.1. A set of Tender Documents comprising of the General &Technical Bid and the Price Bid includes the following together with all Addenda thereto, which may be issued in accordance with **Clause 2(B) 13 and Clause 2(B) 14**.

PART- I : GENERAL & TECHNICAL BID

Section	Description
DTCN Part – 1: General & Technical- Bid	
Section-1	**Notice Inviting Tender (NIT)**
	Check List to be Filled up by the Bidder
	Contract Data
Section-2(A)	**Details of the Documents to be Furnished for Online Bidding**
Section-2(B)	**Instructions to Bidders**
Section-2(C)	**Data Sheet**
Section-2(D)	**Letter for Submission of Tender**
Section-2(E)	**Tender Declaration**
Section-2(F)	**Letter of Acceptance of Tender**
Section-2(G)	**Memorandum**
Section-3	**Information regarding Tenderer**
Section-4	**Declaration by the Tenderer**
Section-5	**Form of Agreement**
Section-6	**Conditions of Contract**
Section-7	**Special Conditions of Contract**
Section-8	**Scope of Work**
Section-9	**Technical Specifications & Design Criteria**
Section – 10	**Drawing**
Schedule-A to H	**Formats for furnishing Information by the Bidder**
Annexure-I	**Guidelines/Procedure to be followed in introduction of e-Procurement in Govt. of Odisha**
DTCN Part – II: Bill of Quantity	

12.2. The Contractor is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the contractor's own risk.

13. **Clarification of Tender Documents:**

The Contractor shall carefully examine the tender documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Contractor find any discrepancy in or omission from the specification or any other of the tender documents or should he be in doubt as to their meaning, he should immediately address a clarification online.

14. **Amendment of Tender Documents:**

14.1. At any time prior to the dead line for submission of tenders, **Engineer Member**, **Brahmapur Development Authority, Brahmapur** may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Contractor, modify the tender documents by issuing an Addendum.

14.2. Such addenda will be notifying in the website and will be binding upon them.

14.3. In order to afford prospective Contractor reasonable time to take such addenda into account in preparing their tenders, **Engineer Member, BeDA** at his discretion, may extend the dead line for the submission of tenders, if necessary.

C. PREPARATION OF TENDER DOCUMENT

15. **Language of the Documents:**

All documents relating to the Tender shall be in English language.

16. **Documents Comprising the Tender:**

(a) General & Technical Bid (Part-I of Tender Document)
(b) Price Bid/**Bill of Quantity** (Part-II of Tender Document)
(c) All documents stipulated elsewhere in the DTCN.

17. **Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the work.

18. **Preparation of Proposal:**

18.1. The Proposal (see Section-2(B) Clause 1(J)) as well as all related correspondence exchanged by the employer & the Contractor shall be written in the language specified in the Data Sheet.

18.2. In preparing the proposal, the Contractor is expected to examine in detail the documents comprising the DTCN. Material deficiencies in providing the information requested may result in rejection of a proposal.

18.3. **Site Inspection by tenderer**.

The tenderer shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities and shall collect any other information which may be required before submitting the tender. Any further data required during execution of the work / scheme shall be ascertained by the contractor at his own cost.

19. **Technical Proposal Format and Content:**

The Contractor should have sufficient man power to execute & complete the work within the time schedule. He should have sufficient financial background

/ work experience with specification in construction of the project / machinery and equipment required for execution of the work / free from litigation / have good working record of completion of the works in time. It may be noted that the contractor should satisfy the minimum eligible criteria for award of Contract. The Technical Proposal shall provide the information indicated in the following paragraphs (clause 2(B)19.1 to 2(B)19.11) using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.

19.1. The Contractor has to furnish the names of the professional staff to be deployed in the work with their qualification / experience in Scheduled-'A'.

19.2. A description of the approach, methodology and work plan for performing the assignment.

19.3. The list of the key machinery & equipment to be deployed in the work with owner proof or agreement with the rightful owner Schedule 'C'.

19.4. Work completion certificate from an Engineer not below that the rank of Engineer Member in support of the work executed as furnished in Scheduled-D.

19.5. Bio-data of the professional staff furnished need be signed by the staff themselves or by their authorized representatives.

19.6. Annual financial turnover of the last 5 (five) years shall be Audited accounts of the firm / contractor and certified by chartered accountant and to be indicated in Schedule – B.

19.7. Copy of GST Registration Certificate

19.8. Copy of PAN Card.

19.9. Copy of Contractor's Registration Certificate. In case the bidder is outside Odisha, & not registered in Odisha, he has to furnish an affidavit indicating therein that they are not registered under Odisha Government &to submit registration certificate before signing of agreement. However, the bidder needs to produce registration certificate with in time limit of 15 days from the date of opening of price bid and declared 1st lowest in the portal, failing which the EMD furnished by the bidder shall be forfeited.

19.10. General Power of Attorney if required in favour of the authorised signatory.

19.11. EPF Code & Other information as required.

19.13 The Technical Bid shall not include any financial information related to the Price Bid. **A Technical Bid containing financial information related to the Price Bid shall be declared as non-responsive.**

20. **The Financial Proposal:**

20.1. The Contractor shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already supplied in the Tender.

20.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. **The offer shall also be inclusive of all duties, levies, taxes of the Central and State Govt**. **except GST**. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN. **However, GST @18 %shall be paid extra**.

20.3. The contractor should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.

20.4. The rate quoted by the firm shall be unchangeable.

21. **Tender Validity:**

21.1. The proposal must remain valid for **120 (One Hundred Twenty) days** from the date of opening of price bid.

21.2. A Contractor agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

22. **Authorisation, Corrections, Erasures etc. in Tender Papers:**

22.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.

22.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **Engineer Member BeDA,** Brahmapur.

22.3. Only one tender shall be submitted by a contractor. Submission of bids through e-Procurement portal the system shall consider only the last bids submitted through portal.

23. **Earnest Money Deposit / ISD / SD / Additional Perform Security & GST Registration Certificate:**

23.1. **Earnest Money Deposit:**

The Earnest Money Deposit (EMD) shall be of **Rs.0.82 lakh** and payment should be made online in favour of **Engineer Member, Brahmapur Development Authority** payable at **Brahmapur.** EMD in any other form shall not be accepted. The EMD shall accompany the DTCN Part-I: General & Technical Bid. Tenders without EMD or with Part EMD/ E.M.D. in other forms shall not be considered and such tenders shall be out rightly rejected.

23.2. **Return of EMD:**

Earnest money given by all contractors except the three lowest tenders shall be refunded within a week from the date of opening of price bid on application / request.

The earnest money given by other two parties (L_2& L_3) except one whose tender is accepted, shall also be refunded within 15 (fifteen) days of the acceptance of the tender on application / request.

EMD shall also be returned to the unsuccessful bidders of General & Technical Bid (Part –I of tender documents) after finalisation of its evaluation or last date of the tender validity period whichever is earlier on application / request.

23.3. **Initial Security Deposit:**

The successful Tenderers ,after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (two percent) of the value of the order, in shape of NSC/ postal saving pass book / post office time deposit / Kishan Vikash Patra / deposit receipt in schedule bank duly pledge in favour of the **Engineer Member, Brahmapur Development Authority** payable at **Brahmapur** within 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD. After receipt of ISD& issue of work order, the EMD shall be refunded automatically through online.

23.4. **Additional Performance Security:**

Successful bidders shall deposit Additional Performance Security when the bid amount is less than the estimated cost. In such an event the successful

bidder will deposit the additional performance security to the extent of differential cost of the bid amount and the estimated cost within 7 (seven) days from the date of opening of price bid in shape of Postal Savings Pass Book/ NSC/ Post Office Time Deposit/ Kishan Vikash Patra/ Deposit Receipt in Schedule Bank, as per the Government of Odisha, Works Department Letter No.14299 dated 03.10.2017on amendment of Para No.**3.5.5.** of **OPWD** Code Vol-I, duly pledged in favour of **Engineer Member, Brahmapur Development Authority. In case of tender where the quoted price is less over estimated cost, the bid is liable for calculation as per the Office Memorandum of Works Dept. vide No.07764600022025-173/W, Bhubaneswar, Dt.03.01.2026.**

23.5. **GST Registration Certificate:**

Tenderers are required to submit attested copies of valid **GST Registration Certificate**

23.6. **Security Deposit**

In addition to that **5% of gross value** will be deducted from bill(s) of the Contractor toward Security Deposit (SD) which will be refunded after the defect liability period (12 months) subject to payment of final bill.

23.7. The EMD shall be forfeited, if, (a) a contractor withdraws the tender during the validity period of tender or (b) if the firm fail to furnish ISD & Additional Performance security (in case of bid amount is lower than estimated cost put to tender) within due time or (c) the successful tenderer fails to sign the Agreement for whatever reason.

23.8. In consideration of the Engineer Member / Vice-Chairman / Government to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

24. **Signing of Tenders / Bid**

All tender documents will be signed digitally with Digital Signature Certificate (DSC). The online bidder shall digitally sign on all statements, documents, certificates, uploaded by him, owing 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 the bidder is liable to be blacklisted.

24.1. If the tender is made by an individual, it shall be signed with his own Digital Signature Certificate (DSC).

24.2. If the tender is made by a corporation / company, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such a corporation / company may be required before the contract is executed, to furnish evidence of its corporate existence.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be digitally signed.

24.3. No alteration made by the tenderer in the contract form, the conditions of the contract, statements / formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender will be void.

24.3.1. All documents furnished by the contractor along with the tender are to be digitally signed by the bidder.

25. **Clarification and Amendment to DTCN Document:**

25.1. Contractor may request a clarification to any clause of the DTCN documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent online in the portal. The Employer will respond to this online through the same portal. Should the Employer deem it necessary to amend the DTCN as a result of a clarification, it shall do so following the procedure under para. 2(B) 25.2.

25.2. At any time before the submission of Proposals, the Employer may amend the DTCN by issuing an addendum/corrigendum which shall be published in the portal. The addendum/corrigendum shall be binding for the bidders. To give the bidders a reasonable time to take into account the amendment into their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter, a tenderer may raise concerning the tendering of the works.

D. SUBMISSION OF TENDERS

26 In view of adoption of e-procurement process pursuant to Government of Odisha in Works Department Office Memorandum No. FA-R-3/08-4657/W dated 12.03.08, 4666/W dated 12.03.2008 & 1027/W Dt.24.01.2009 following changes/ modification/ addendum shall be affected.

26.1. **Bid Documents:**

Bid documents consisting of technical bid &price bid shall be provided in the portal. Submission of bids will be through the e-Procurement portal. The bidders shall prepare the documents & up load the scanned document to the portal in appropriate place in PDF format.

26.2. **Clarification of Bidding Documents:**

In case of submission of Bids through the e-Procurement Portal, the bidder can seek clarification within the period of seeking clarification as mentioned in tender call notice. The Employers response for the queries raised by the bidder will be posted in the portal.

26.3. **Documents Comprising the Bids:**

In case of submission of Bids through the e-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be affected by using Digital Signature Certificate (DSC) of appropriate class and thus shall be in encrypted form.

26.4. **Bid Price:**

In case of submission of Bids through the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall down load that particular Excel sheet and fill in rates in figures at the appropriate location. The line-item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder. In case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate whether his price offer is how much excess or less than the estimate amount. The contractor will write percentage excess or less up to two **decimal points only**. **The bidder is not supposed to change or modify the format of the excel sheet in any form.**

26.5. **Bid Security/EMD:**

(i) The bidder shall furnish, as part of his Bid, a bid security in the amount as shown in Col. 4 of the table of Notice Inviting Tender (NIT) for this particular work. In case of submission of Bids through the e-Procurement Portal, the bidder shall pay the bid Security/ EMD on online mode only.

(ii) The EMD will be forfeited in any of the following case.

a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.

b) If the Bidder does not accept the correction of the Bid Price.

c) In the case of a successful Bidder, If the Bidder fails within the specified time limit to

i) Sign the Agreement / contract or

ii) Furnish the required ISD and Performance Security.

d) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates up loaded by the bidder is

found to be false/fabricated/bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.

26.6. **Submission of Bid:**

In case of submission of bids though e-Procurement portal, the bidder shall upload the scanned copy/copies of documents as required as per DTCN. The on-line bidder shall have to produce the original documents in support of scanned copies & statements up-loaded in the portal on demand by the employer prior to award of contract-failing which action as per DTCN will be initiated.

In case of submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.

26.7. **Late Bids:**

In case of submission of Bids through the e-Procurement Portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.

27. **Modification & Withdrawal of Bid:**

In case of submission of Bids through the e-Procurement Portal, it is allowed to modify the bid. 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. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.

In case of submission of Bids through the e-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

28. **Bid Opening:**

In case of submission of Bids through the e-Procurement Portal, the bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

29. **Award of Work:**

In case of submission of Bids through the e-Procurement Portal, the system shall generate the Award of Contract letter and intimate the bidders in his e-mail.

E. TENDER OPENING AND EVALUATION

30. **Tender Opening:**

30.1 The **Engineer Member, BeDA, Brahmapur** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT).**

30.2 A tender shall be rejected if;

a) Price Bid is not enclosed.
b) Cost of tender document is not enclosed.
c) EMD as per Clause 2(B)23.1 is not enclosed.
d) Proof of eligibility and qualifications is not enclosed.
e) There are any criminal cases pending.
f) PAN is not enclosed.
g) Affidavit is not enclosed.
h) Power of Attorney is not enclosed.
i) Record of litigation and arbitration is not enclosed.
j) GST registration certificate is not enclosed.
k) Any other documents as required not enclosed.

30.3. Any such conditions shall be minuted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 2(B)33**. The date of opening of price bid shall be intimated by tender web site/ E-mail to the qualified bidder of technical evaluation.

30.4. The **Engineer Member, BeDA, Brahmapur** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.

31. **Clarification on Tenders from Tenderers:**

To assist in the scrutiny, evaluation and comparison of the tenders, the **Engineer Member, BeDA, Brahmapur** may ask contractor individually for clarification on their tenders. The request for clarification and response shall be in writing or by e-mail. However, no change in the tender amount/ rate or substance shall be sought, offered or permitted by the **Engineer Member, BeDA, Brahmapur** during the evaluation of the tenders.

32. **Determination of Responsiveness:**

32.1. Prior to the detailed evaluation of tenders, **Engineer Member, BeDA, Brahmapur** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

32.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **Engineer Member, BeDA, Brahmapur.** Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

32.3. **Bid Capacity:** These stipulations shall apply to all works above Rs.3 Crores. Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the

total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity= (A*N*2-B), where

A= Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10 percent per year (escalation factor) which will take in to account the completed as well as works in progress.

B= Value of current price level of the existing commitments and ongoing works to be completed during the next years (Period of completion of works for which bids are invited) and

N= number of years prescribed for completion of the works for which the bids are invited.

Note: In case of a joint venture, the available bid capacity will be applied for each partner to extent of his proposed participation in the execution of the works.

The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge not below the rank of an Engineer Member.

Escalation Factor:

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

Year before	Multiplying factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

(Applicant should indicate actual figures of costs and amounts for the work executed by them without accounting for the above-mentioned factors)

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

(Works Dep't. OM No. FA-Codes-97/11-6300 Dt.16.06.2011.)

33. **Proposal Evaluation:**

33.1. From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)31.

33.2. Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the contractor's proposal.

33.3. Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

33.4. **Evaluation of Technical Proposals**

33.4.1. The Evaluation Committee shall evaluate the Technical Proposals followed with Architecture Drawings submitted by the bidder along with bid documents on the basis of their responsiveness to the DTCN.

33.4.2. A Proposal shall be rejected at this stage if it does not respond to required aspects of the NIT / DTCN.

33.5. **Evaluation of Financial Proposals:**

33.5.1. After the technical evaluation is completed, the Employer shall inform in writing or by mail to the contractors, who have qualified in the General and Technical bid (Part-I of DTCN), the date, time and location for opening the Financial Proposals (Price Bids).

33.5.2. Financial Proposals of the bidders who qualified in technical evaluation shall be opened.

33.5.3. Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).

33.5.4. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.

33.5.5. If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.

33.6. **Selection of contractor on the basis of Price Bid:**

Other condition being equal, the contractor bidding the lowest price will be considered for acceptance by the competent authority.

34. **Negotiations:**

34.1. Negotiations will be held if required with the lowest valid tenderer. In the event of the L_1 tenderer has furnished any condition which grossly affects the tender value / contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as in consistent / non responsive. In such case the employer may explorer the possibility of considering the next valid tender as L_1.

F. AWARD OF CONTRACT

35. **Award Criteria:**

35.1. After acceptance of price bid of the tender by competent authority selected contractor will be intimated about such acceptance.

35.2. The contractor is expected to commence the work on the date and at the location specified in the Data Sheet.

36. **Right to Accept or Reject any or all Tenders:**

Notwithstanding Clause 2(B) 35, the **Engineer Member, BeDA, Brahmapur**/ **Vice–Chairman, BeDA** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

37. **Process to be Confidential:**

37.1. After the opening of tenders as per Clause 2(B)30& 2(B)33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the contractor or any other persons, officially not concerned with the process, until the award of the contract to the successful contractor has been announced.

37.2. Any effort by any contractor to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

38. **Notification of Award & signing of Agreement:**

a) 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 the execution & completion of the works by the contractor as prescribed by the contract & 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.

b) The contractor after furnishing the required acceptable performance security and additional performance security, "Letter to 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 summary and declare the process as complete.

SECTION- 2(C)

DATA SHEET

Ref Cl. No.	Description
	Repair and Renovation of Eco Retreat HUB at Gopalpur, Ganjam.
	Scope of work
Section-8	As detailed in the BOQ
2(B)1. (a)	Name of the Employer: **Engineer Member representing Vice Chairman, Brahmapur Development Authority, Brahmapur.**
2(B)33.6	Method of selection: **Qualifying in the Technical Bid and L_1 in the Price Bid.**
2(B)26.	Two Bid System: **Part-I: General & Technical Bid and Part-II: Price Bid to be submitted as detailed at Clause-2(B) 26.**
2(B)15.	Proposals shall be submitted in the following language: **English**
2(B)21.	Offers must remain valid for **120 (One Hundred Twenty) days** from the date of opening of Price Bid.
2(B)25.1	Clarifications may be requested on line till **17.30 Hrs. of 26.10.2026**
2(B)30	The tender (Technical Bid) will be opened on following date and time:**11.00 Hrs. of 02.11.2026**
2(B)33.5	The date of presentation for technical proposal &opening of **Price Bid** shall be intimated separately by writing or by mail

SECTION –2 (D)

LETTER FOR SUBMISSION OF TENDER

[To be filled in by the Bidder]

Note: - (1) Additional conditions appended to the tender will make the tender liable for rejection. *(2) Non-submission of EMD in proper shape and other required documents as detailed Hereinafter shall make the tender liable for rejection.*

Ref. No. _____/Dated_____

To

The Engineer Member,
Brahmapur Development Authority,
Brahmapur.

Sub: Tender for the Work – **"Repair and Renovation of Eco Retreat HUB at Gopalpur, Ganjam."**

Ref: Identification No. BeDA-36/2026-27, published in the website *www.tendersodisha.gov.in &www.bdabrahmapur.in*.

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, we have downloaded the Detailed Tender Call Notice (DTCN) Part-I & II and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amounts as quoted in the accompanying price bid.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) I/We are submitting herewith Bar Chart to complete the work in time.

4) Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.

5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

6) I/We agree to keep our offer open for a minimum of 120 (One Hundred Twenty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

Name and Signature
of the authorised signatory
along with seal and address of the Firm.

SECTION-2 (E)

TENDER DECLARATION

[To be filled in by the tenderer]

I/We hereby tenderer for the execution for the Governor of Odisha of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said work in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the specifications, designs and drawings and other documents referred to therein, which shall have to be approved by the **Brahmapur Development Authority, Brahmapur.,** and such other written instructions as may be given by the **Authority** from time to time for duly carrying out of the said works and with such materials as are provided for in accordance with the conditions and special conditions hereto attached. I/We have inspected the work site and studied its conditions, labour, materials and have understood the tender implications fully.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and special conditions of the contract annexed hereto or in default thereof to forfeit and pay to the Governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Signature of Tenderer /
Contractor
(Seal)

SECTION-2(F)

LETTER OF ACCEPTANCE OF TENDER

(To be filled in by Engineer Member, Brahmapur Development Authority, Brahmapur)

The above tender is hereby accepted by me on behalf of the Governor of Odisha.

Engineer Member,
Brahmapur Development Authority,
Brahmapur

SECTION-2(G)

MEMORANDUM

(To be filled in by the Contractor during signing of Agreement)

1.	Name of the work		**"Repair and Renovation of Eco Retreat HUB at Gopalpur, Ganjam."**
2.	Approximate Cost	:	**Rs._____ Crores**
3.	Accepted tender Value	:	**Rs. _____Lakh**
4.	Earnest Money Deposit	:	**Rs. _____Lakhs**
5.	Initial Security Deposit (@ 2% of the accepted tenderAmount).	:	**Rs. _____ Lakh**
6.	Percentage to be deducted from each Bill as security deposit	:	**@ 5 (five)%**
7.	Time allotted for completion of the work (from the date of written order to commence)	:	**9(Nine) Calendar Months**
8.	Date of written order to commence.	:	
9.	Total number of items of work tendered for (as per schedule attached hereto).	:	

Signature of Tenderer / Contractor

SECTION –3

INFORMATION REGARDING TENDERER

(To be filled in by the Tenderer)

A. In case of individuals:

i. Name of Tenderer :

ii. Whether his business is registered :

iii. Date of commencement of business :

iv. Whether he pays income tax each year. If yes, furnish particulars. :

B. In case of Partnership Firm:

i. Names of Partners :

ii. Whether partnership is registered. :

iii. Date of establishment of the firm. :

iv. In case, income tax is paid by each Partner, the details to be furnished. :

C. In case of limited Liability Company:

i. Amount of paid-up capital. :

ii. Names of Directors. :

iii. Date of registration of the Company. :

iv. Copies of the last three year's balance sheets of the Company. :

Signature of the Tenderer

SECTION-4

DECLARATION BY THE TENDERER

1. I/ we have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.

2. I/ we have carefully studied the conditions of the contract, specification and other documents of this work and I agree to execute the same accordingly.

3. I/ we solemnly pledge that I shall be sincere in discharging my duties as responsible contractor and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipment etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipment etc.

4. I/we shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.

5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

Signature of the Tenderer

SECTION – 5

FORM OF AGREEMENT

This contract made the ……day of…… to …….. between the Governor of Odisha acting through Engineer Member, Ministry of Housing and Urban Development Department of Odisha, Brahmapur Development Authority, Courtpeta, Brahmapur PIN-760004 (hereinafter called "the employer" and ……..……. (Name and address of contractor) (hereinafter called "the Contractor") of the other party).

WHEREAS the Employer is desirous that the contractor executes:

Repair and Renovation of Eco Retreat HUB at Gopalpur, Ganjam. at Sonapur vide NIT no EM-BeDA-101/2025-26, (Name and identification number of contract) (hereinafter called "the Works") and the employer has accepted the Bid by the contractor for the execution and completion of such works and the remedying of any defects therein, at a contract price of Rs……

NOW, THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In this contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of the Agreement.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provision of the contract.
3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and in remedying the defects wherein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this contract, viz:

    i) Letter of acceptance
    ii) Notice to proceed with the works
    iii) Contractor's bid
    iv) Bidding data
    v) General conditions of contract (including special conditions of contract)
    vi) Specifications
    vii) Design &Drawings
    viii) Bill of quantities

ix) Any other documents listed in the contract data as forming part of the contract.

x) Drawing and design of structure(s) or part thereof submitted by the tenderer and duly approved by the competent authority after this Agreement.

IN WITNESS WHEREOF the parties have caused this contract to be executed the day and year first before written.

Binding signature of employer signed by Engineer Member Brahmapur Development Authority, Brahmapur. (for and on behalf of the Governor of Odisha)

Binding signature of Contractor signed by……(for and on behalf of ……..duly authorised vide Resolution No…… dated……. of the Board of Directors of ……)

In the presence of
(Witnesses)

1.

2.

Contractor Engineer Member

SECTION-6

CONDITIONS OF CONTRACT

6.1. **Decision of Engineer Members Final:**

The party whose tender is accepted hereinafter called the contractor is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the **Engineer Member, Brahmapur Development Authority, Brahmapur**, herein after called the Engineer Member and the contractor whether the same may or may not be particularly described in the specification or shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Engineer Member is to decide which shall be followed.

6.2 **Amendment of Errors during Progress of Work:**

The contractor is to set out the whole of the works in conjunction with an officer to be deputed by the Engineer Member and during the progress of the works to amend on the requisition of the Engineer Member any errors which may arise therein and provide all the necessary labour and materials for doing. The contractor is to provide all plant labour and materials (with the exception noted in Schedule), which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor is to leave the works in all respects clean and perfect at the completion thereof.

6.3. **Fair Wage Clause:**

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years, and shall pay to each labourer, for the work done by such labourer, fair wages. Fair wages means wages whether for time or piecework, prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

The Engineer Member shall have the right to enquire into and to decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

The Officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of fourteen years and to refuse to allow any labourer whom he decides to be below the age of fourteen years, to be employed by the contractor.

6.4. **Approved Drawings & Specification of Site with Contractors Agent**:

Complete copies of the drawing and specifications signed by the Engineer Member and the same or copies thereof are to be kept with the works in-charge of the contractor's agent which is to be constantly kept on the ground by the contractor and to whom instructions can be given by the Engineer Member.

6.5. **Work not to be sublet:**

The work should not be sublet. During execution of work if it is found that the work/ part of the work is sublet, the Engineer Member may there upon by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government. In addition, the contractors shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.

6.6. **Deviation from Approved Drawing and Specifications:**

The contractor is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the Engineer Member to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the Engineer Member or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorised by the Engineer Member and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

6.7. **Rate for Extra Work.**

Any authority given by the Engineer Member for any alterations or addition in or to the works is not to vitiate contract but all additions omissions or variations made in carrying out the works are to be measured and valued and certified by the Engineer Member and added to or deducted from the amount of the contract as the case may be at rates in accordance with the sanctioned schedule of rates in force at the time when the particular item of work was commenced. In those cases, in which rates do not exist, the **Engineer in Chief, P.H., Odisha, Bhubaneswar** will fix the rates to be paid and his decision shall be final.

6.8. **Extension of Time:**

If the contractor shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to Engineer Member within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the contractor whether the authority claims compensation for delay, in case there is any delay in execution due to non-availability of stock materials or land or rise in cost of materials and labour or any reason whatsoever beyond the control of authority, the contractor is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee/ Secretary/ Legal Advisor while considering the application of the contractor for extension of time and can impose any condition which shall be binding on the contractor.

6.9. **Works &Materials at Site to be Property of Government of Odisha.**

All works and materials brought and left at site by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the **Governor of Odisha** and the same are not to be removed or taken away by the contractor or any other person without the specific permission in writing of the Engineer Member but the Governor of Odisha will not be liable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

6.10. **Supply of Materials:**

The contractor shall at his own expense provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of the specification and codes of practices of the Bureau of Indian Standards or in their absence to other specifications as may be specified by the Engineer-in-charge. The contractor shall furnish necessary certificates in support of the quality of the materials as may be required by the Engineer-in-charge.

The Engineer-in-charge shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The Engineer Member has full power for removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Engineer Member is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer Member is also to have full power to require other proper materials to be substituted and in case of default, the Engineer Member may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceeds of such rejected materials, when necessary, the balance, if any, being kept in deposit in the contractor's favour.

6.11. **Execution with Defective Workmanship & Improper Materials.**

If in the opinion of the Engineer Member any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Engineer Member forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Engineer Member is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.

6.12. **Rectification of Defects within Guarantee Period:**

Any defects, shrinkage or other faults which may appear within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Engineer Member to be amended and made good by the contractor at his own cost unless the Engineer Member for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Governor

of Odisha may recover from the contractor the cost of making good the works.

6.13. **Responsibility of the Contractor during Execution of Work:**

From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of Odisha harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.

6.14. **Execution of Works in the Site by Other Workmen:**

The Engineer Member is to have full powers to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

6.15. **Compensation for Delay:**

(a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 0.05 percent of the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or un-finished after the proper dates (The work should not be considered finished until such date as the Engineer Member shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Engineer Member or his authorised agents, are fully complied with by the contractor to the Engineer Member's satisfaction). And further 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 exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% (Ten Percent) of the estimated cost of the work as shown in the tender.

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the Engineer Member on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.

i) To rescind the 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 the left-over work will be realized from the contractor as penalty.

ii) To employ labour paid by Deptt. of Water Resources and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Engineer Member shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Engineer Member as to the value of the work done shall be final and conclusive against the contractor.

iii) To measure up the work of the contractor and to take such part of the work of the contract, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer Member shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Engineer Member the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract, unless and until the Engineer Member shall have certified in writing the performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so Certified.

6.16. **Circumstances for Rescission of Contract:**

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in **Clause 6.15** or in consequence of not having proper instructions for which the contractor shall have duly applied) the Engineer

Member may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the Engineer Member to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Engineer Member by the contractor or may be set off by the Engineer Member against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

6.17. **Payment Certificate.**

A Certificate of the Engineer Member or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor under the provisions of **Clause-6.11.**

6.18. The Engineer Member shall make payment of work in full or part thereof those shall have been certified, subject to availability of Letter of Credit (LoC).

6.19. **Price Variation / Escalation Clause: (**Vide Works Deptt. Office Memorandum No.12606/W dt.24.12.2012**)**

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:

(a) i) REIMBURSEMENT / RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L)

"If during the progress of the work the price of any materials (excluding the cost of steel, cement, bitumen& POL) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average Wholesale Price Index (all commodities), and the Contractor thereupon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18 (eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18 (eighteen)months or more, price escalation for other materials is admissible only for the remaining period excluding 18 (eighteen) months there from.

Formula to calculate the increase or decrease in the price of material: -

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

$V_m = 0.85 \times Pm / 100 \times R \times (M_i - M_0) / M_0$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

M_o = The all-India wholesale Price Index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and Commerce, New Delhi).

M_i = The all-India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material Component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause – (d) below.

(a) (ii) REIMBURSEMENT / RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN & PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER.

If after submission of the tender, the prices of steel, cement, bitumen and pipes (not being supplied by the Department) increases / decreases beyond the price (s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Engineer Member with prior approval of tender accepting authority subject to following conditions:

1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer-in-charge.

   Recovery in case of decrease in prices of cement, steel, bitumen and pipes shall be made by concerned Engineer Member from the Contractor immediately.

   The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement / recovery shall be determined as follows.

a) **Adjustment towards differential cost of cement**

$V_c = (C_i - C_0) / C_0$ x Actual quantity of cement utilised in the work during the quarter under consideration x base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

V_c = Differential cost of cement i.e. amounts of increase or decrease in rupees to be paid or recovered

C_i = All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry and Commerce, New Delhi.

C_0 = All India wholesale price index (as published by Economic Adviser, Government of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) **Adjustment towards differential cost of Steel**

$V_s = (S_i - S_0)$ x Actual quantity of steel utilised in the work during the quarter under consideration

V_s = Differential cost of steel i.e. amounts of increase or decrease in rupees to be paid or recovered

S_i = Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

S_0 = Base price of steel prevailing as on the last date of submission of tender including extension, if any.

c) **Adjustment towards differential cost of Bitumen.**

$V_b = (B_i - B_0)$ x Actual quantity of Bitumen utilised in the work during the quarter under consideration

V_b = Different cost of bitumen i.e. amounts of increase or decrease in rupees to be paid or recovered

B_i = Average Cost of Bitumen prevailed during the period under consideration as fixed by IOCL/ BPCL/HPCL.

B_0 = Base price of Bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) **Adjustment towards differential cost of Pipes.**

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

V_p = Different cost of Pipe i.e. amounts of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p = Percentage of pipe component of the work as indicated in the Clause - (d)

R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

P_i = All India Wholesale Price Index for the period under consideration as published by Economic Advisor, Government of India, Ministry of Industry & Commerce, New Delhi for the type of pipe under consideration.

P_o = All India Wholesale Price Index (as published by Economic Advisor, Government of India, Ministry of Industry & Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

(b) REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT.

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of the work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled Labourer, fixed by the Government of Odisha under Minimum Wages Act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$$V_l = 0.85 \times P_l / 100) \times R \times (L_i - L_o)/L_o$$ where,

V_l = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

L_o = The Minimum Wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_i = The minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

P_l = Percentage of labour component of the work, as indicated in the Clause (d).

(c) REIMBURSEMENT / REFUND DUE TO VARIATION IN PRICES OF P.O.L:

Similarly, if during the progress of work, the Prices of Diesel, Petrol, Oil & Lubricants increases or decreases as a result of the price fixed thereof by the Government of India and the contractor there upon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil & Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85%in between the price of P.O.L, which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension there of as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on P.O.L on the value of works executed during the extended period.

Formula to calculate the increase or decrease in the price of P.O.L: -

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

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for POL.

P_f = Percentage of P.O.L component of the work, as indicated in Clause – (d) below.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

F_i= All India Wholesale Price Index for Fuel, Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry & Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_0 = All India Wholesale Price Index for Fuel, Oil & Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

(d) The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table.

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P_l)	P.O.L (P_f)	Steel + Cement+ Bitumen+ other materials *
1.	R&B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2.	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3.	P.H. Work	Structural work	25	5	70
		Pipeline work	5	-	Pipe – 70% * Other material -25%
		Sewer line	10	-	Pipe – 70% * Other material -20%

*Note: Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and Pipe in the concerned works for the period under consideration.

(e) APPLICATION OF ESCALATION CLAUSE:

(i) 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 authorised 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 thereto which he may be in a position to supply.

(ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

NB:- The above Price variation/ escalation clause 6.19 issued by works department has been squashed by honourable Odissa High Court on dt.23.07.2018. Hence no price variation shall allow (either deduction or recovery) until fresh guide line/ notification issued by appropriate authority of Govt. of Odisha.

6.20. If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment or increase of the work as originally contemplated.

6.21. **Incentive for Early Completion**:

Incentive @ 0.5% will be paid in case of completion of the work ahead of One month (Part of month shall be excluded) from the stipulated date for completion and the maximum amount shall be 1% if the work is completed 2 months ahead of the schedule time. However, for payment of incentive, the codal provision as laid by Works Department in their letter No.10070 Dt.08.06.2007 and OPWD Code Volume – I, Para 3.5.5. and subsequent amendment thereof shall be followed.

6.22. **Defect Liability Period:**

The defect liability is **12 (Twelve) months** from the date of formal taking over of the work by the Engineer-in-charge.

6.23. **Contractor Liable for Damage done & for Imperfection for 6 (six) months after Certificate:**

If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building or structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within six months from the date of the final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security or the proceeds of sale thereof or a sufficient portion thereof and the contractor shall be liable to pay of the expenses not so recovered by the Engineer-in-charge.

6.24. **Action where No Specification is mentioned:**

In the case of any class or items of works for which there is no such specification as mentioned in file, if such work shall be carried out in accordance with the detailed standard specification of Odisha, as followed by the State PWD and in the event of there being no specifications born in the said standard specification of Odisha for such items of work, then in

such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge after obtaining approval from competent authority.

6.25. **Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:**

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge and/or Assistant executive Engineer and/or Junior Engineer in immediate charge of the work shall take the requisite measurements for the purpose of having the same verified, and the claims for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge and/or his Engineering subordinates shall measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge and/or Assistant executive Engineer and/or his Engineering subordinates shall prepare a bill from such list which shall be binding on the contractor in all respects. Payment shall be made to the contractor in all respects.

The Engineer-in-charge will deduct @ 5% (five percent) of the value of each running bill prepared and submitted by the contractor, if any, on account of works done, and such sum or sums to be held in deposit as a further security for the due performance of the condition of the contract provided always that the Engineer Member may refuse to make such monthly payments if in his opinion, the progress of the work or the conduct of the contractor is not satisfactory or the contractor has in any other may done or neglect to do anything as to make it appear doubtful to the authority as to whether the works will be completed by the contractor in accordance with his contract, or has failed to comply with any instruction or order of Engineering personnel. All such interim payments from time to time shall be regarded as payments by way of advance against the final payment only and not as payments of work actually done and completed and shall not preclude the requirement of bad, unsound and imperfect or unskilful work to be removed and taken away and for reconstructed or re-erected, or be considered as an admission of the due performance of the contract, of any part thereof in any respect, or accrual of any claim not shall it conclude, determine or affect in any way the powers of Engineer-in-charge and/or Assistant Executive Engineer and/or the Junior Engineer under these condition or any of them as to the final settlement of adjustment of the accounts or otherwise or in any other way vary or affect this contract. The contractor shall submit the final bill within one month of the date for completion of the work failing which the Engineer-in-charge or his authorized representatives in the presence of the contractor shall prepare the final bill. For recording final measurement of the work, the Engineer-in-charge or his authorized representative shall serve a notice upon the contractor stipulating therein the date fixed for recording such measurement. If the contractor fails to attend the recording of final measurement by the Engineer-in-charge or his authorized representative on

the date as stipulated, the Engineer-in-charge may at his discretion get the measurements recorded ex-parte or fix up another date as per his own convenience. Such measurements and the total amount payable to the contractor as certified by the Engineer-in-charge shall be final and binding on all parties.

6.26. Black Listing:

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.

a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
b) Involvement in any sort of tender fixing.
c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
d) Persistent and intentional violation of important conditions of contract.
e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
f) Submission of false/ fabricated / forged documents for consideration of a tender.
g) Non-submission of additional performance security as per rules of the Odisha government / OPWD code.
H) Failure to sign the agreement within the stipulated period.

SECTION-7

SPECIAL CONDITIONS OF CONTRACT

7.1. **Changes in Constitution of Firm:**
In the case of tender by a partnership firm, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer Member/Vice-Chairman for his information. In case of failure to notify the change in the constitution within 15 days, the Engineer Member/Vice-Chairman may by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Governor of Odisha and the same consequence shall ensure as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

7.2. **Engineer's Access to Work:**
The Engineer Member or his sub-ordinate is to have at all times access to the works, which are to be entirely under his control. He may require the contractor to dismiss any person in the contractor's employee upon the works who may be incompetent or misconduct him-self and the contractor is forthwith to comply with such requirements. Other supervising officers shall have all time access to the works.

7.3. **Workmen Compensation Act VIII of 1923:**
The Governor of Odisha shall be entitled to recover in full from contractor any amount that the Governor of Odisha may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

7.4. **Jurisdiction in the Event of Dispute:**
That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.

7.5. **Lighting & Sanitary Arrangement:**
Lighting & Sanitary arrangement and supply of drinking water will be made by the Contractor at his own cost for his labour camp.

7.6. **Payment of Duties, Levies & Taxes:**
The Contractor shall bear all Taxes including Duties, Levies, Central and State Goods service Tax including work Contract Tax, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages where necessary &**Government of Odisha** shall not entertain any claim whatsoever in this respect. **However, GST @ 18% shall be paid extra.** Statutory deduction of taxes as applicable shall be done from each running bill.

7.7. **The Building & Other Construction Workers Welfare Cess Act 1996.**
In accordance with the provisions under the said Act 1% (One) of the approved agreement value will be deducted from the R/A Bill at the time of making payment to the contractor and such amount shall be remitted in favour of The Odisha Building & Other Construction Workers Welfare Board.

7.8. **Site Clearance:**

After the work is finished or completed, surplus materials and debris are to be removed by Contractor at his own cost and preliminary works such as vats, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the contractor shall vacate the site within three months from the date of completion & commissioning, by making good the damages if any.

7.9. **Works to be carried out:**

The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of and for in the full and entire execution and completion of the works. The description given in the schedule of quantities/scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage & cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7.10. **Sufficiency of Tender:**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities (DTCN Part-II Price Bid), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works.

7.11. **Rates:**

The Tenderer shall quote their offer on **excess or less in percentage** rate for the complete work in all respects. The offer shall be inclusive of cost of all materials, labour, T&P inclusive of all duties, levies, taxes of Central and State Government including Works Contract tax the building and other construction workers welfare cess with surcharge, entry tax, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, of the Project.

7.12. **Transportation:**

The contractor shall be responsible for the transportation of all materials, tools and plant, equipment and machinery to the work site as may be required at site.

7.13. **Custody of the Materials:**

The contractor shall be responsible for safe custody of the materials at site and the Governor of Odisha will not be responsible for any loss or damage of the property at site.

7.14. **Construction Schedule:**

The contractor shall submit a detailed work schedule in the form of **Bar Chart** along with his tender indicating the detailed break-up of the job. This will include all operations from submission of design & drawing, procurement

of materials, construction to final testing & commissioning at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the contractor shall be revised by the Engineer Member and approved with necessary modification if any after acceptance of the tender. However, the Engineer-in-Charge shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the successful bidder to abide by such changes in construction schedule/bar chart as per direction of EIC. No claim and/or condition should either be put forth in any manner by the successful bidder or shall be acceptable to the EIC.

7.14(a) **Progress reports – submission by the Contractor**

(1) The contractor shall submit monthly progress report of the work in a computerised form. The progress report shall contain the following, apart from whatever else may be required as specified:

(i) Project information, giving the broad features of the contract.

(ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.

(iii) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.

(iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative upto the month, with reasons for deviations, if any, in a tabular format.

(v) Plant and machinery statement, indicating those deployed in the work, and their working status.

(vi) Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.

(vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries affected, amounts withheld, net payments, details of cheque payments received, etc.

(viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction / decision by the Department, broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.

(ix) Progress photographs, in colour, of the various items/ components of the work done upto date, to indicate visually the actual progress of the work.

(x) Quality assurance and quality control tests conducted during the month, with the results thereof.

(2) The progress report submitted by the contractor shall be checked and certified by the Junior Engineer and the Assistant Engineer, and has to be reviewed by the Engineer Member and the Superintending Engineer, over their dated signatures.

(3) Work of unique importance and character irrespective of the value of the work, should have ideograph undertaken at various stages of

construction right from the day of start of work to date of completion / occupation, covering all major events, inspections, visits by dignitaries, etc.

7.15. **Security Deposit:**

The tenderer whose tender is selected for acceptance shall make a security deposit of **2% (two percent)** of the accepted tender amount which forms the initial security deposit (ISD) within 7(seven) days of issue of letter of intent and sign the agreement in the prescribed form within **10 (ten) days** of issue of letter of intent after depositing the balance ISD. The ISD shall be deposited in shape of NSC / POTD / Post Office Savings Bank Account / KVP/ Deposit Receipt in Schedule Bank duly pledged in favour of the **Engineer Member, BeDA, Brahmapur**. No tender shall be accepted unless required amount of security money is deposited.

In addition to the **ISD, 5%** of the bill amount shall be deducted from each bill towards the security deposit. The earnest money deposit, the initial security deposit before and after acceptance of tender together with the subsequent deduction from the contractor's bill shall form part of the security deposit equivalent to 7% of the contract value for the due fulfilment of the contract.

The security deposit of the contractor shall be refunded only after Defect Liability Period months after the date of completion of the work provided the final bill has been paid and defects if any rectified.

If however, there is inevitable delay in payment of final bill, the earnest money deposit and initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

7.16. **Monitoring of the Project:**

Time is the essence of the contract. The execution of the project shall be closely monitored to ensure that quality; cost & time of the project are not compromised in any manner.

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Engineer Member vis-à-vis the approved bar chart & PERT Chart and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the Engineer Member failing which the contractor shall be liable for action as per **Clause -7.26**.

In addition, the contractor shall submit monthly day-wise work program one month in advance to Engineer Member for approval to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause - 7.26**.

7.17. **Site Order Book:**

A site Order Book shall be issued to the contractor by the Engineer-in-charge or his representative. The contractor shall keep this Book always at site and any special order or instruction to be issued to the contractor shall be recorded in this Book by the Engineer-in-charge or his representative. The contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the department but will remain during the period of the progress of the work with the contractor. The safe custody of the site Order Book during this period shall be the responsibility of the contractor. After completion of the work, the Book

shall be returned back by the contractor to the Engineer-in-charge, which will be enclosed in the final bill.

7.18. **Guarantee:**

Defect liability period is **12 (twelve) months** from the date of preliminary acceptance of the work conforming to provisions in scope of work. During this period, the contractor shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

7.19. **Land:**

The department may provide land if available for construction of site office to the contractor on payment of usual rent.

7.20. **Unilateral Stoppage of Work:**

Unilateral stoppage of work by the contractor without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the Governor of Odisha reserves the right to take such actions as it may be deemed fit.

7.21. **Resident Engineer:**

The contractor shall engage for this work competent, qualified and authorised resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the contractor in his absence in receiving directions from officers of the Department, which will be binding on the contractor.

7.22. **Force Majeure:**

Neither the contractor nor the Engineer Member shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law-and-order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

7.23. **Damages to Persons and Property:**

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The Department does not take any responsibility on this account.

7.24. **Attention to Urgent Works:**

If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or be adjusted against any sum payable to him.

7.25. **Safety Devices:**

i) **Scaffolding**: Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.
The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

ii) **Working Platforms**: Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.

iii) **Safe means of access**: Safe means of access shall be provided to all working platform and other working places.

iv) **Precaution against Electrical Equipment**: Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.

v) **Preventing Public from Accident**: No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor shall not cause blockage of traffic /disruption of the traffic.

vi) **Demolition:** Before any demolition work is commenced and also during process of work:

   a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
   b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
   c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
   d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.

vii) **Personal safety equipment**: All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.

viii) **Precaution against fire**: Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

7.26. **Rescission of Contract:**

Subject to other provisions contained in this clause the Engineer Member of the Authority may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

i) If the **contractor** having been given by the Engineer Member a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Engineer Member (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer Member.

iv) If the contractor fails to comply with the provisions of **Clause-7.15**& other relevant clauses mentioned elsewhere in this DTCN.

v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer Member.

When the contractor has made himself liable for action under any of the cases aforesaid, the **accepting authority** shall have the powers to rescind the contract (of which rescission notice in writing to the contractor under the hand of Engineer Member shall be conclusive evidence), **20% of the value of the left-over work** will be realized from the contractor as Penalty

7.26.1. In case of rescission of contract as per **Clause-7.26** the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor

7.27(a) **Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:**

i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. **GST as applicable as per works contract shall be paid extra.** However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such

payments, if any, is not, in the opinion of the **Vice Chairman Brahmapur Development Authority** (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.

iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

7.27(b) Other statutory duty, Tax such as I.T., Labour cess etc., will be deducted at sources from the bills of the contractor and deposited with concerned authority. However, GST as applicable as per works contract shall be paid extra.

7.27(c) Royalty at the prevailing rate on minor minerals will be deducted from the bills of the contractor and deposited with concerned authority. In case, the contractor has paid the royalty of the materials, he should furnish the original copy of the receipt to the authority along with the bills so that the royalty shall not deduct from the bill.

7.28 **Fair Wages Clause:**

(a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourer's fair wages.

Explanation – "**Fair Wage**" means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

The Engineer Member shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages as per sub-paragraph-I above.

(b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorised made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Engineer Member or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

(e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

Odisha PWD / Electricity Department Contractor's Labour Regulations

7.28.1. Short title – These regulations may be called "The Odisha Public Works Department / Electricity Department Contractor's Regulations".

7.28.2. Definitions – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say -

i) **"Labour"** means a worker employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.

ii) "**Fair Wages**" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.

iii) "**Contractor**" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

iv) "**Wages**" shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.

7.28.3. **Display of Notices regarding Wages, etc**.:

The contractor shall: –

(a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.

(b) Send a copy of such notices to the Engineer-in-charge of the work.

7.28.4. **Payment of wages**:

(1) Wages due to every worker shall be paid to him direct.

(2) All wages shall be paid in current coin or currency or in both

7.28.5. **Fixation of wage period**:

(1) The contractor shall fix the wage period in respect of which the wages be payable.

(2) No wage period shall exceed one month.

(3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(5) All payments of wages shall be made on a working day.

7.28.6. **Wage book and wages cards, etc**.:

(1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-

(a) Rate of daily or monthly wages.

(b) Nature of work on which employed

(c) Total number of days worked during each wage period

(d) Total amount payable for the work during each wage period.

(e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.

(f) Wage actually paid for each wage period.

(2) The contractor shall also maintain a wage card for each worker employed on the work.

(3) The Engineer Member may grant an exemption form the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.

7.28.7. **Fines and deduction which may be made from wages**:

(i) The wages of a worker shall be paid to him without and deduction of any kind except the following -

(a) Fines

(b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.

(c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.

(d) Any other deductions which the Odisha Government may from time to time allow.

(ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(iii) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.

(iii) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

7.28.8. **Register of fines, etc**.:

(i) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

(ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

7.28.9. **Preservation of register**:

The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (twelve) months** after day of the last entry made in them.

7.28.10. **Powers of Labour Welfare Officers to make investigation or enquiry**:

The Labour Welfare Officers or any other persons authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

7.28.11. **Report of Labour Welfare Officers**:

The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Engineer Member concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.

7.28.12. **Appeal against the decision of Labour Welfare Officer**:

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Engineer Member concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

7.28.13. **Inspection of register**:

The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

7.28.14. **Submission of return**:

The contractor shall submit periodical returns as may be specified from time to time.

7.28.15. **Amendments:**

The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.

The terms and conditions of the agreement have been read by Me/Us and I/We certify that I/We clearly understand them and agree to abide by them.

Contractor

SECTION – 08

SCOPE OF WORK

GENERAL

PROJECT INFORMATION ON SITE AND PARTICULARS

8.1 Project site Location

The Brahmapur Development Authority is in a process for **Repair and Renovation of Eco Retreat HUB at Gopalpur, Ganjam.**

8.2 Items of Work to be executed:

Supply, Construction, Erection, Supervision, Testing and Commissioning of the items of works as mentioned in the BOQ.

NB 1: **All M.S. rods required for reinforcement purpose shall be corrosion resistance steel HYSD bars Fe-500 D grades to be used for the work**

8.3 Site Visit:

The tenderer before tendering shall inspect the site at his own cost in consultation with Engineer Member in Charge of work and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities & shall collect any other information which may be required before submitting the tender. Any claim afterwards by the tenderer shall not be entertained on account of the ignorance of the site conditions.

8.4 Format Language and Units:

The language of all documents shall be in English. Units of measurement in the documents, on the drawings, and the submissions shall be in S.I/ Metric Units.

8.5 Quality of Material and Workmanship:

All the materials supplied by the contractor shall be best of their respective kinds and shall comply with latest revisions of Indian Standards/ International Standards/ regulations stipulated by Govt. of India, Indian Electricity Rules and other statutory requirements of Govt. of India and Govt. of Odisha.

8.6 Construction & Erection Facilities:

Water, power, accommodation and storage of materials for construction, erection and fabrication at site shall be arranged by the contractor at his own cost. The power supply & consumption during the construction stage shall be the responsibility of the contractor & no extra payment shall be made on account of this. Department will be responsible for supply of water for testing, trial running & commissioning of the water treatment plant. The power supply and consumption during testing and commissioning and trial running shall be the Department's responsibility.

8.7 Inspection & Testing:

For all materials, the contractor shall furnish Manufacturer's test certificate with each consignment. At site, Testing and inspection shall be carried out as per Indian standards/International Standards in presence of Engineer-in-Charge, contractor and manufacturer. The contractor shall detail out the codes and standards in accordance with which the testing shall be carried out. Inspection by the Engineer-in-charge of this Authority shall not relieve

the contractor of his liability for rectifying the defects which may subsequently appear. After rectification of the defects or replacement, the equipment shall be re-tested to the satisfaction of the Department. All equipment, labour, tools & tackles, instruments and other facilities for testing shall be provided by the contractor. He shall also maintain records of all the tests and furnish copies of the same to the Department. Whenever untested materials are used, written permission from the Engineer-in-Charge shall be obtained. Manufacturer's test certificates shall be furnished by the contractor for such equipment and materials used.

The Department reserves the right to test any material at any of the reputed laboratories if necessity arises & the cost of such test(s) shall be borne by the contractor & rejected materials shall have to be replaced by the contractor by approved material at his cost.

8.8 Completion Schedule:

The time is the essence of this contract. The entire job is to be completed within a time frame of **9 (Nine) months** from the date of issue of work order by the **Engineer Member, Brahmapur Development Authority, Brahmapur**. The tenderer shall submit a Bar Chart indicating starting and completion dates of each activity such as submission of designs & drawings, site mobilization, procurement of materials and equipment, transportation, execution, assembly/ erection, testing, without which the tender shall be liable for rejection.

8.9 Tendering:

Ordinarily, modifications of technical specifications during execution of the work shall not be permitted excepting in cases where such a modification is warranted due to technical requirements.

SECTION – 09

TECHNICAL SPECIFICATIONS & DESIGN CRITERIA

9.1 General Conditions:

1. Cement shall not be less than PSC/PPC-53 grade of reputed manufactures confirming to relevant IS.
2. Reinforcement to confirm Fe-500 grade confirming IS specification & **shall be corrosion resistance steel HYSD bars Fe-500 D grades to be used for the work** (SAIL, TATA, Jindal & RINL).
3. As & when required, the steel/cement & other building materials will be tested by Department at the cost of contractor to ensure proper quality as per IS specification.
4. Testing of water tightness shall be conducted as per relevant IS Codes.
5. Machine mix shall be used in concrete work for all structure. Design mix of concrete will be preferred. Vibrator of appropriate type shall be used for compaction of concrete.
6. All the structures are to be designed as permanent type and shall have aesthetic elevation.
7. Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centring and shuttering of the structures.
8. Painting of all steel / MS structure to be done as per approved quality of enamel paint over a coat of primer.
9. The surplus earth and debris should be lifted after completion of work and proper levelling of site as directed by Engineer-in-charge without any extra claim.
10. All the work including supply of materials to be executed as per relevant IS specification and direction of Engineer-in-charge.
11. In no case the Depth of foundation below virgin soil shall be less than 1 m. at respective places.
12. The cost of such inspection, testing, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, demonstration etc. and any damage/loss that may cause directly or indirectly shall exclusively rest with the contractor.
13. Such inspection, testing, trial run, demonstration etc. shall, however, not relieve the contractor of their liability for replacing/rectifying any defects, which may subsequently appear or be detected during erection and guarantee period.
14. IS 456 to be followed for all RCC work
15. IRC-5 & IRC-6 to be followed for bridge and road works.
16. 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 -8nos 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.

SECTION-10

D R A W I N G S

The drawings are tentative and may change during execution level. The working drawings shall be provided at the time of execution of work.

SCHEDULE – A

STRUCTURE & ORGANISATION

1. General Information

a) Name of Applicant

b) Head Office Address

e-Mail Address:

Telephone No. Fax :

c) Regional Office Address (if any)

e-Mail Address:

Telephone No. Fax :

d) Local Office (if any)

e-Mail Address:

Telephone No. Fax :

e) Class of contractor / firm and year of incorporation
(attach copy of certificate of registration)

f) Name and Address of Bankers

g) Main Lines of Business

2. STAFF PROPOSED FOR EXECUTION OF THE WORKS

a) Office

Name(s)	Educational qualification	Designation	Relevant Experience	Remarks

b) Key Engineering Personnel to be deployed at the site

Sl. No.	Name of Engineering Personnel to be deployed	Educational qualification	Experience	Remark
1.				
2.				
3.				
4.				
5.				

1.1.3 <u>Note:</u> BIO-DATA of each personnel shall be attached related with the proposed site.

A summary of the work experience of each key staff shall be attached.

SCHEDULE – B

FINANCIAL STATEMENT

[To be given separately for each constituent Firm]

Should be audited for five years by Regd. Chartered Accountant or competent financial organization / authority. The audit certificate should be included with the document.

1) Name of Applicant:

2) Total turnover & Annual value of civil construction works, undertaken for each of the last five years and projected for current year.

(Rs. In lakh)

YEAR	Home		Abroad		**Total**	
	Total Turnover	**Turnover in Const. Works**	**Total Turnover**	**Turnover in Const. Works**	**Total Turnover**	**Turnover in Const. Works**
2025-26						
2024-25						
2023-24						
2022-23						
2021-22						

3. Applicant's specific financial arrangements (mention amount in Indian Rupees)
   a) Own Resources
   b) Bank Credits
   c) Others (specify)

SCHEDULE – C

LIST OF PLANT & EQUIPMENT

Proposed to be deployed by the Applicant for use on the work

Sl. No.	List of plants & equipments	Minimum Requirement	Owned		Leased		Remarks
			Nos.	Ownership certificate furnished / not furnished	Nos.	Lease deed along with the ownership certificate furnished / not furnished	
1	2	3	4	5	6	7	8
1.	Concrete Hopper Mixer 15 cum/Hr.						
2.	Plate / Skid Vibrator						
3.	Needle Vibrator						
4.	Water Tanker						
5.	Weigh batching plant						
6.	Excavator (Hydraulic)						
7.	Water Tank						
8.	Truck (10 Tonne capacity)						
9.	Generator (32KW capacity)						
10.	Compressive testing machine						
1	2	3	4	5	6	7	8
11.	Slump test apparatus						
12.	Theodolite						
13.	Levelling instrument						
14.	Dewatering Pump set from 5 to 20 HP capacity						
15.	Steel shuttering plates (600 x 1200mm) with steel scaffoldings						
16.	Transportation trolley						

SCHEDULE – D

WORK EXPERIENCE

(To be given furnished by not below the rank of Engineer Member)

1. Name of the firm:

2. Total number of years of experience in civil construction work:

3. List of the similar works executed during last 5 years.

(Rs. in lakhs)

Sl. No.	Name of the work/ location Agmt. No. & Dt.	Name of the employer	Value of Contract price	Value of work executed	Computed amount per year	Stipulated date of commencement	Stipulated date of completion	Actual date of completion	Reasons for delay	Remarks
1	2	3	4	5	6	7	8	9	10	11

NB: Certification of the employer not below the rank of Engineer Member is to be furnished in support of the above claim.

4. Approximate value of existing commitment and ongoing works:

(Rs. in lakhs)

Description of work	Place	Name of employer	Contract No	Contract value	Stipulated period of completion	Balance value of work to be executed	Remarks
1	2	3	4	5	6	7	8

NB: Certification by the engineer in charge not below the rank of Executive Engineer/Engineer Member in support of the above claim should be furnished. (Refer clause 32.3 of Section 2 (B) of DTCN).

5. Works for which bid already submitted but not finalized.

(Rs. in lakh)

Description of work	Place of work	Name & address of employer	Estimated cost of work	Offer valued by the bidder	Stipulated period of completion	Date on which Decision expected.	Remarks
1	2	3	4	5	6	7	8

Note: - a) Certificate from the employers not below the rank of Engineer Member may be attached

b) Non-disclosure of any information in the schedule will result in disqualification of the firm.

SCHEDULE –E

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF TENDER OF ABANDONMENT OF WORK BY TENDER

1.(a) Is the applicant currently involved in any litigation relating to any contract works - **Yes/No**

(b) If yes, give details

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

(b) If yes, give details

3 (a) Has the applicant or any of its constituent partners failed to perform/absconded/ rescinded 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 pre-qualification application will be summarily rejected.

SCHEDULE – F

1. The contractor shall have appropriate class of electrical license for External & Internal Electrical Works.

2. If not, collaboration with contractor having Electrical license of equivalent capacity (HT) issued by licensing authority is to be furnished.

SCHEDULE – G

AFFIDAVITS / DECLARATION

1. I/We have read the instructions appended in the DTCN.

2. I/We agree that the decision of the Govt. of Odisha in selection of contractors will be final and binding upon me/us.

3. All the information furnished herewith is correct to the best of my/our knowledge and belief. In case of any information or documents furnished found to be false or incorrect, I / we have no objection if my / our tender is rejected.

4. I/We agree that I/We have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other enquiry on information furnished herewith in the accompanying sheets.

5. I/We agreed that I/We have no objection if our past construction works are inspected by any authority of Govt. of Odisha to assess the quality of construction.

Date:

Place:

Signature
Name & Designation
Name of the organisation

SCHEDULE – H

ANY OTHER INFORMATION, IF ANY

ANNEXURE –II

Guidelines/ Procedure to be followed in introduction of e-Procurement in Government of Odisha.

Government of Odisha
Works Department

***

Office Memorandum

File No. FA-R-3/08 – 1027 /W, Dated 24.1.09

Sub: Guidelines/ Procedure to be followed in introduction of E-Procurement in Government of Odisha.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "Works" tenders hosted in the portal.
2. The e-Procurement portal of the Government of Odisha is **"https//tendersorissa.gov.in".**
3. Use of valid Digital Signature Certificate of appropriate class (class II or Class III) issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities. (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra etc is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration has decided to host all tenders costing 20 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hosting of tenders by any other departments, authority, corporations and local bodies etc., of the State with prior approval from Information Technology Department.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR / OPWD code/ Accounts Code/ Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value-added services in future.

9. Contractors not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department", is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer under the Administrative Department, Circle is the Superintending Engineer or equivalent officer, Division is the Engineer Member or equivalent officer and sub-division is the Assistant Engineer or equivalent officer.

11. The e-procurement software assigns role for operation of the module for specific function. The terminologies used in the Portal and their respective functions in the software are as follows:

    a. Application Administrator: (NIC and State Procurement Cell)
        i. Master Management
        ii. Nodal officer creation
        iii. Report Generation
        iv. Transfer and blocking of officers.

    b. Nodal Officer (At organisation level not below the Superintending Engineer or equivalent rank).
        i. Creation of Users
        ii. Role Assignment
        iii. Transfers and blocking of Officers

    c. Procurement Officer- Publisher (Officer having Tender inviting power at any level).
        i. Publishing of Tender
        ii. Publishing of Corrigendum / addendum/ cancellation of Tender
        iii. Bid Clarification
        iv. Uploading of pre-Bid Minutes
        v. Report generation

    d. Procurement Officer – Administrator: (Generally sub-ordinate officer to Officer inviting the tender).
        i. Creation of Tender
        ii. Creation of corrigendum / addendum/ cancellation of Tender
        iii. Report generation

    e. Procurement officer – Opener (Generally sub-ordinate officer to officer inviting the Tender).
        i. Opening of Bid

f. Procurement officer – Evaluator (Generally sub-ordinate officer to officer inviting the Tender).
   i. Evaluating Bid
g. Procurement officer – Auditor (Procurement Officer – Publisher and/or Accounts Officer/ Finance Officer).
   i. To take up auditing.

12. **NOTICE INVITING BIDS (NIB) OR INVITATION FOR BID (IFB):**

a. The Notice inviting Bids (NIB) and Bid documents etc., shall be in the standard formats as applicable to conventional Bids and will be finalized/ approved by the officers competent as in the case of conventional Bids.

b. The officers competent to publish NIB in case of conventional Bids will host the NIB in the portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy: -

Government of Odisha e-procurement Notice
Bid Identification No: _____

1. Name of the Work: _____
2. Estimated cost Rs. _____
3. Period of completion: _____
4. Date & time of availability of bid document in the portal_____
5. Last date/ time for receipt of bids in the portal: _____
6. Name and address of the Officer inviting Bid: _____

Further details can be seen from the e-procurement portal
"https://tendersorissa.gov.in"

c. All the volumes/ documents shall be uploaded in the portal by the Procurement Officer Administrator and published by Procurement Officer Publisher (Officer inviting tender) using their DSCs in appropriate format so that the document is not tampered with.

d. The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersorissa.gov.in will appear in the "Latest Active Tenders". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. the publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice Inviting Bid' after which the same will be removed from the list of Latest Active tenders.

13. **ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:**

a. The Procurement Officer Publisher (Officer inviting tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website https://tendersorissa.gov.in, notice board and through paper publication and such notice shall form part of the bidding documents.

b. The system shall generate a mail to those bidders who have already uploaded their tenders and those bidders if they wish, can modify their tender.

14. **PARTICIPATION IN BID**

a. **PORTAL REGISTRATION:** The Contractor/ Bidder intending to participate in the bid is required to register in the portal using his/ her active personal/ official e-mail ID as his/ her Login ID and attach his/ her valid Digital signature certificate (DSC) to his/ her unique Login ID. He/ she will enter relevant information as asked for about the firm/ contractor. This is a one time activity for registering in Portal.

   i. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint Venture Company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

   ii. 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.

b. **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 CA stored in system database. The system checks the unique Login ID, password & DSC combination and authenticates the login process for use of portal.

c. **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

d. **CLARIFICATION ON BID:** The bidder may ask question 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.

e. PREPARATION OF BID:

   i. The bids may consist of general arrangements drawings or typical or any other drawing relevant to the work for which bid has been invited. Bidder may download these drawings and take out the print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders.

ii. 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.

f. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:

i. 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 / printed pages of the bid security and upload the same in portal document format (PDF) to the system in designated piece of the technical Bid. Furnishing scanned copy of such documents is mandatory otherwise his/ her bid shall be declared as non-responsive and liable for rejection.

ii. The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance security acceptable to the officer inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD/ BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the Bid. Bid Security in other form is acceptable if the bid documents provide for it.

iii. The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and uploaded in portable document format (PDF) along with the bid.

iv. The bidder shall provide the cost of bid and the Bid Security in a sealed cover superscripting the name of the work for which the instruments are intended and the Officer Inviting the Bid. He/ she is not required to write his/ her name on the cover. The original FD/BG/BD shall be physically produced before the Officer inviting the Bid or the concerned Division/ Circle/ Chief Engineer before the specified period mentioned in the bid; which in no case shall be less than three days excluding the last date of submission and opening of bids (Technical cover opening in case of Double Cover System). The bidder is also allowed to submit the original FD/BG/BD by Registered Post/ Speed post or any other delivery system before the last date & time of opening of tender.

v. The officers authorized by the procurement officer – Publisher (Officer inviting Tender) shall transmit the sealed envelopes carefully to the procurement officer – Publisher prior to opening of the Bid. The procurement officer – publisher shall provide signed receipt with date and time for having received the number of sealed envelopes.

vi. The Procurement officer – Publisher (Officer inviting the tender) or other concerned officers authorized to receive the original Bid security and Bid cost on behalf of the Procurement Officer – Publisher 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 blocked. His name shall also be informed to the registering authority for cancellation of his registration as contractor.

vii. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidence towards his eligibility for such exemption.

viii. Government or Odisha has been actively considering integrating e-payment gateway into the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

15. **SUBMISSION OF BID:**

a. The bidder shall carefully go through the tender and prepare the required documents. The Bid shall have a Technical Bid & a Financial Bid. The Technical Bid generally consist of cost of Bid documents, EMD/ Bid Security, GST, PAN/ TIN, Registration Certificate, Affidavits, Profit Loss Statement, Joint Venture Agreement. List of similar nature works, work in hand, list of machineries, and any other information required by OIT. The Price bid shall consist of the Bill of Quantities (BoQ) and any other price related information/ undertaking including rebates.

b. The protected Bill of Quantities (BoQ) uploaded by the Procurement Officer – Publisher for the Bid is the authentic BOQ. Any alteration or deletion or manipulation in BoQ shall lead to cancellation of Bid.

c. The Bidder shall up load 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.

d. 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 item(s) without leaving any blank cell in the rate column in case of item rate tender and type percentage excess or less upto one decimal place only in case of percentage rate tender.

e. The bidder shall log on to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
   i. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the procurement officer – Publisher / opener before the due date and time of opening.
   ii. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
   iii. The Bidder should ensure clarity / legibility of the document uploaded by him to the portal.
   iv. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
   v. The bidder should check the system generated confirmation statement on the status of the submission.
   vi. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
   vii. The tender inviting officer is not responsible for any failure, malfunction, or breakdown of the electronic system used during the e-procurement process.
   viii. The Bidder is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and other Bid documents (after signing) while up-loading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer inviting the Bid.
   ix. 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.
   x. 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 & 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.

f. **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated / bogus, his EMD/ Bid security shall stand forfeited and the bidder is liable to be blacklisted.

16. **SECURITY OF BID SUBMISSION:**
    a. All bid uploaded by the Bidder to the portal will be encrypted.
    b. The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.
17. **RESUBMISSION AND WITHDRAWAL OF BIDS:**
    a. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
    b. Resubmission of bid shall require uploading of all documents including price bid afresh.
    c. If the bidder falls to submit his modified bids) within the pre-defined time of receipt, the system shall consider only the last bid submitted.
    d. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
    e. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the procurement officer – Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
18. **OPENING OF THE BID:**
    a. Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

    b. All bid openers have to log on to the portal to decrypt the bid submitted by the bidders.

    c. The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

    d. In the event of the specified date of bid opening being declared a holiday for the officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

    e. 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".

    f. During bid opening, the covers containing original financial instruments towards cost of bid and Bid Security in the form specified in the DTCN/ ITB valid for the period stated in the Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The Procurement Officer – Opener shall continue opening of other documents if he is satisfied about the appropriateness of the cost of Bid and the Bid security.

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

h. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further action on bid documents shall be taken by the new incumbent of the post.

19. **EVALUATION OF BIDS:**

a. All the opened bids shall be down loaded and printed for taking up evaluation. The procurement Officer – Openers shall sign on each page of the documents downloaded and furnish a certificate that the documents as available in the portal for the tender have been down loaded.

b. The Procurement Officer – Evaluators shall take up evaluation of bids with respect to the qualification information and other information furnished subject to confirmation of the bid security by the issuing institutions.

c. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify on the documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. 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 Bidder's price bid. Non submission of legible documents may render the bid non-responsive.

d. 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.

e. Technical evaluation of all bids shall be carried out as per information furnished by Bidders. But evaluation of bids does not exonerate bidders from checking their original documents at later date. If the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN / ITB shall be taken against the bidder/ contractor.

f. The procurement Officer- Evaluators; will evaluate bids and finalise list of responsive bidders.

g. 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.

    i. The Price bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

    ii. At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

    iii. The responsive bidders name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage

above or less in case of percentage rate tenders will be announced.

iv. Procurement Officer- Openers shall sign on each page of the downloaded BOQ and the comparative statement and furnish a certificate to that respect.

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

20. **NEGOTIATION OF BIDS:**

a. 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 breakdown of unit rates.

21. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

a. 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 the execution & completion of the Works by the Contractor as prescribed by the contract & 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.

b. The Contractor after furnishing the required acceptable performance security and additional performance security, "Letter to 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 summary and declare the process as complete.

Sd/-24.01.2009
EIC-CUM-SECRETARY TO GOVERNMENT

ANNEXURE –III

Guidelines/ Procedure to be followed in introduction of E-Procurement in Government of Odisha.

Government of Odisha
Works Department

***

Office Memorandum

File No.07556900042013(PT-II)-7885 /W, Dated 23.7.13

Sub: Codal Provisions regarding e- Procurement

After introduction of e-procurement in Government of Odisha, necessary guidelines/ procedure has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX (A) of OPWD Code Vol-II as follows:

Appendix-IX (A) of OPWD Code, Vol-II

Executive instructions regarding calling for and acceptance

of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "Works" tenders hosted in the portal.
2. The e-procurement portal of the Government of Odisha is **"https//tendersodisha.gov.in".**
3. Use of valid Digital Signature Certificate of appropriate class (class II or Class III) issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities. (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra etc is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.

6. Government after careful consideration has decided to host all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hosting of tenders by any other departments, authority, corporations and local bodies etc., of the State with prior approval from Works Department. Work Department is the Nodal Department for the implementation of e-Procurement in the state.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR / OPWD code/ Accounts Code/ Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such valueadded services in future.

9. Contractors not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department", is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Engineer Member or equivalent officer and sub-division is the Assistant Engineer or equivalent officer.

11. The e-procurement software assigns roles for operation of the module for specific function. The terminologies used in the Portal and their respective functions in the software are as follows:

    h. Application Administrator: (NIC and State Procurement Cell)
        i. Master Management
        ii. Nodal officer creation
        iii. Report Generation
        iv. Transfer of Officer's login ID
        v. Blocking & unblocking of officer's and bidder's login ID

    i. Nodal Officer (At organisation level not below the Superintending Engineer or equivalent rank).
        i. Creation of Users
        ii. Role Assignment
        iii. Report Generation
        iv. Transfer of Officer's login ID
        v. Blocking & unblocking of officer's login ID.

    j. Procurement Officer- Publisher (Officer having Tender inviting power at any level).
        i. Publishing of Tender

ii. Publishing of Corrigendum / addendum/ cancellation of Tender
iii. Bid Clarification
iv. Uploading of pre-Bid Minutes
v. Report generation

k. Procurement Officer – Administrator: (Generally sub-ordinate officer to Officer Inviting Tender).
   i. Creation of Tender
   ii. Creation of corrigendum / addendum/ cancellation of Tender
   iii. Report generation

l. Procurement officer Opener (Generally sub-ordinate officer to Officer Inviting Tender).
   i. Opening of Bid

m. Procurement officer Evaluator (Generally sub-ordinate officer to Officer Inviting Tender).
   i. Evaluating Bid

n. Procurement officer – Auditor (Procurement Officer Publisher and/or Accounts Officer/ Finance Officer).
   i. To take up auditing.

12. **NOTICE INVITING BIDS (NIB) OR INVITATION FOR BID (IFB):**

e. The Notice inviting Bids (NIB) and Bid documents etc., shall be in the standard formats as applicable to conventional Bids and will be finalized/ approved by the officers competent as in the case of conventional Bids.

f. The officers competent to publish NIB in case of conventional Bids will host the NIB in the portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy: -

Government of Odisha e-procurement Notice
Bid Identification No: _____

7. Name of the Work: _____
8. Estimated cost Rs. _____
9. Period of completion: _____
10. Date & time of availability of bid document in the portal_____
11. Last date/ time for receipt of bids in the portal: _____
12. Name and address of the O.I.T: _____

Further details can be seen from the e-procurement portal **"https://tendersodisha.gov.in"**

g. The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersodisha.gov.in will appear in the "Latest Active Tenders". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. the publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice Inviting Bid' after which the same will be removed from the list of Latest Active tenders.

13. **ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:**

c. The Procurement Officer Publisher (Officer inviting tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website https://tendersodisha.gov.in, notice board and through paper publication and such notice shall form part of the bidding documents.

d. The system shall generate 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 watch 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.

14. **CREATION AND PUBLISHING OF BID:**

a. All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tempered with

b. The tender document comprises the notice inviting tender, bid document/SBD, drawing in.pdf format and the schedule of quantities/BoQ in .xls format to be uploaded by the Officer Inviting Tender.

c. Procurement Officer Administrator creates tender by filling up the following forms:

i. **BASIC DETAILS**

ii. **COVER CONTENT**: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

- For Single Cover/Packet:

Sl no	Cover Type	Document Description	Type
1	Fee/Prequal/Technical/ Finance	Tender Cost, EMD, GST, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
		BoQ	.xls

- For Two Cover/Packet:

Sl no	Cover Type	Document Description	Type
1	Fee/Prequal/ Technical	Tender Cost, EMD, GST, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
2	Finance	BoQ	. xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

iii. **TENDER DOCUMENT**: The Procurement Officer Administrator should upload the NIT in .pdf format.
iv. **WORK ITEM DETAILS**
v. **FEE DETAILS**: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

vi. **CRITICAL DATES**: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
vii. **BID OPENER SELECTION**: The Procurement Officer creator can select two/three/four bid openers for a particular bid. If required the

bid opener can also be selected within an organization from other procurement units (Circles/ Divisions).

viii. **WORK ITEM DOCUMENTS**: The Procurement Officer Administrator should upload the digitally signed tender document (DTCN/SBD) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.

ix. **PUBLISHING OF TENDER**: The Procurement Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. **PARTICIPATION IN BID:**

g. **PORTAL REGISTRATION:** The Contractor/ Bidder intending to participate in the bid is required to register in the portal using his/ her active personal/ official e-mail ID as his/ her Login ID and attach his/ her valid Digital signature certificate (DSC) to his/ her unique Login ID. He/ she has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN & (ii) Registration Certificate (RC)/VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period validity in the portal is at par with validity of RC/VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

i. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint Venture Company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

ii. 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.

h. **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 & DSC combination and authenticates the login process for use of portal.

i. **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

j. **CLARIFICATION ON BID:** 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.

k. PREPARATION OF BID:

j. The bids may consist of general arrangements drawings or typical or any other drawing relevant to the work for which bid has been invited. Bidder may download these drawings and take out the print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders.

ii. 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.

l. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:

i. 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 / printed pages of the bid security and upload the same in portal document format (PDF) to the system in designated piece of the technical Bid. Furnishing scanned copy of such documents is mandatory otherwise his/ her bid shall be declared as non-responsive and liable for rejection.

ii. The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance security acceptable to the officer inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD/ BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the Bid. Bid Security in other form is acceptable if the bid documents provide for it.

iii. The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid

Security and the Bank Draft in respect of cost of Bid are to be scanned and uploaded in portable document format (PDF) along with the bid.

iv. 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. 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 L-1 bidder.

v. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidence towards his eligibility for such exemption.

vi. Government or Odisha has been actively considering integrating e-payment gateway into the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. **SUBMISSION OF BID:**

g. The bidder shall carefully go through the tender and prepare the required documents. The Bid shall have a Technical Bid & a Financial Bid. The Technical Bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN/ TIN, Registration Certificate, Affidavits, Profit Loss Statement, Joint Venture Agreement. List of similar nature works, work in hand, list of machineries, and any other information required by OIT. The Financial bid shall consist of the Bill of Quantities (BoQ) and any other price related information/ undertaking including rebates.

h. 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 item 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 work put to tender.

i. The Bidder shall up load 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.

j. 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 item(s) without leaving any blank cell in the rate column in case of item rate tender and type percentage excess or less uptotwo decimal place only in case of percentage rate tender.

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

   i. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the procurement officer – Publisher / opener before the due date and time of opening.
   ii. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
   iii. The Bidder should ensure clarity / legibility of the document uploaded by him to the portal.
   iv. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
   v. The bidder should check the system generated confirmation statement on the status of the submission.
   vi. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
   vii. The tender inviting officer is not responsible for any failure, malfunction, or breakdown of the electronic system used during the e-procurement process.
   viii. The Bidder is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and other Bid documents (after signing) while up-loading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer inviting the Bid.
   ix. 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 & 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.

l. **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated / bogus, his EMD/ Bid security shall stand forfeited and the bidder is liable to be blacklisted.

17. **SECURITY OF BID SUBMISSION:**

c. All bid uploaded by the Bidder to the portal will be encrypted.
d. The encrypted Bid can only be decrypted/ opened by the authorised openers on or after the due date and time.

18. **RESUBMISSION AND WITHDRAWAL OF BIDS:**

f. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
g. Resubmission of bid shall require uploading of all documents including price bid afresh.
h. If the bidder falls to submit his modified bids) within the pre-defined time of receipt, the system shall consider only the last bid submitted.
i. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
j. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the procurement officer – Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. **OPENING OF THE BID:**

i. Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
j. All bid openers have to log on to the portal to decrypt the bid submitted by the bidders.
k. The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
l. In the event of the specified date of bid opening being declared a holiday for the officer inviting the Bid, the bids will be opened at the appointed time on the next working day.
m. Combined bid security for more than one work is not acceptable.
n. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
o. In case of non-responsive tender, the Officer Inviting Tender should complete the e-procurement process by uploading the official letter for cancelled/re-tender.

20. **EVALUATION OF BIDS:**

h. All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorizes 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_____no's of pages".
i. The bidder may be asked in writing/online (in their registered e-mail Ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. 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 Bidder's 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.

j. 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.
k. Technical evaluation of all bids shall be carried out as per information furnished by Bidders.
l. The procurement Officer- Evaluators; will evaluate bids and finalise list of responsive bidders.
m. 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.
    i. 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.
    ii. At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
    iii. The responsive bidders name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
    iv. Procurement Officer- Openers shall sign on each page of the downloaded BoQ and the comparative statement and furnish a certificate to that respect.
    v. Bidder can witness principal activities and view the documents/ summary reports for that particular work by logging on to the portal with his DSC from anywhere.
    vi. System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

21. **NEGOTIATION OF BIDS:**

b. 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 breakdown of unit rates.

22. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

c. 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 the execution & completion of the Works by the Contractor as prescribed by the contract & 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.
d. The Contractor after furnishing the required acceptable performance security and additional performance security, "Letter to 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 summary and declare the process as complete.

e. If the L-1 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. Beside 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 L-2 bidder, if fulfils other required criteria would be called for drawing agreement for execution for work subject to condition that the L-2 bidder, otherwise the tender will be cancelled.

23. **BLOCKING OF PORTAL REGISTRATION**:

a. 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.

b. The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation/suspension/blacklisting from the concerned authority.

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

   i. Fails to furnish original Technical/ Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
   ii. Backs out from the bid on any day after the last date of receipt of tender till expired of the bid validity period.
   iii. Fails to execute the agreement within the stipulated date.
   iv. If any of the information furnished by the bidder is found to be false/fabricated/bogus.

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

24. **GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION**:

a. **UNBLOCKING OF PORTAL REGISTRATION**:

Unblocking of portal registration of a contractor shall be done by a committee consisting of the following members.

EIC (Civil)-cum-CPO	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member

Sr. Manager (Finance), SPC - Member
Officer Inviting Tender - Member
Chief Manager (Technical), SPC- Convener

b. The Chief Manager (Tech.), State procurement cell will be the convener and he will maintain all records for this propose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the Officer Inviting Tender for unblocking of portal registration. The quorum of the meeting will be four.
c. The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose portal registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs.10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 – Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech.), State Procurement Cell.
d. On receipt of recommendation from the concerned Chief Engineer along with the copy of Challan as mentioned above, the Chief Manager (Tech.) being the member Convener of the committee shall place the case before the Committee for examination and taking a decision in the regard. After examination the committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
e. After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech.), SPC may not consider his case to be placed before the committee and may advice the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the Officer Inviting Tender shall examine the same and if considered proper he may report to the Chief Manager (Tech.), SPC along with his views furnishing the copy of the show cause reply for placement of the same before committee for taking a decision in respect of blocking/ unblocking. If the committee found that the contractor is in habit of committing such fault again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per existing rule.

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Code, Vol-II.
3. Accordingly, Office Memorandum No.1027 dt.24.01.2009 stands modified.
4. This has been concurred in by the Finance Department vide their U.O.R No.3-WF-1Dt.04.01.2013.