

**Bid Identification No. BDO, HARICHANDANPUR-
1 / 2026-27**

GOVERNMENT OF ODISHA



PR&DW DEPARTMENT

DOCUMENTS FOR SINGLE COVER BID

BID DOCUMENTS/DETAILED TENDER CALL NOTICE

FOR THE WORK: Harichandanpur, Keonjhar

Contractor

Block Development Officer



OFFICE OF THE PANCHAYAT SAMITI, HARICHANDANPUR

AT/PO-HARICHANDANPUR, DIST-Keonjhar

EmailID: ori-harichandanpur@nic.in, contact no-----

BID IDENTIFICATION NO. BDO Harichandanpur 1 /
2026-27 TENDER CALL NOTICE.: - 1651

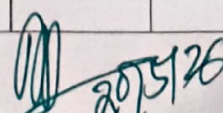
Date: 20/5/2026

The Block Development Officer, Panchayat Samiti, Harichandanpur, Odisha on behalf of Governor of Odisha invites percentage rate bids in P-1 agreement in single cover system for the work as mentioned in the table below from the Class of Contractors as mentioned in Col.4 against the work, registered with the State Governments and contractors of equivalent Grade/Class registered with Central Government/ MES/ Railways for execution of Civil Works. The proof of registration from the appropriate authority shall be enclosed along with the bid.

Annexure-I

Sl.No	Name of work	Place	Approximate value of work.	Class of contract or	Concerned office. With Head qrs.	E.M.D. (Rs.)	Cost of document (Rs.)	Period of completion
1	2	3	4	5	6	7	8	9
1.	Construction of Cement Concrete Road from Gomudu Sahi to Bhagabat Sahi, Talapada	Bareigoda	24,85,117.00	"B" & "C" Class	Panchayat Samiti, Harichandanpur	24851.00	6000.00	3MONTHS
2.	Construction of Cement Concrete Road from Simili Sahi to Ananta Sahi, Talapada	Bareigoda	20,51,091.00	"B" & "C" Class	Panchayat Samiti, Harichandanpur	20510.00	6000.00	3MONTHS
3	Construction of Cement Concrete Road from Puruna Sahi to Nanda Sahi, Talapada	Bareigoda	24,72,764.00	"B" & "C" Class	Panchayat Samiti, Harichandanpur	24727.00	6000.00	3 MONTHS
4	Construction of School Boundary & Development Playground at Baba Saheb Ambedkar High School, Bareigoda	Bareigoda	24,74,749.00	"B" & "C" Class	Panchayat Samiti, Harichandanpur	24747.00	6000.00	3 MONTHS
5	Construction Road from Bandhi Sahi to Express High way Baikuntha Maharana Chhaka, Baliparbata	Rasol	41,45,915.00	"B" Class Only	Panchayat Samiti, Harichandanpur	41459.00	6000.00	3 MONTHS
6	Construction of Road from NH to Sanimadira Hata, Brahmanipal	Rasol	33,37,023.00	"B" & "C" Class	Panchayat Samiti, Harichandanpur	33370.00	6000.00	3 MONTHS
7	Construction of road from NH Road to Japan Hembram House, Nuabedasahi, Tentulipal	Rasol	33,37,023.00	"B" & "C" Class	Panchayat Samiti, Harichandanpur	33370.00	6000.00	3 MONTHS

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8	Construction of road from Pancham to Denga Amba Sahi, Pancham	Rasol	41,45,915.00	"B" Class Only	Panchayat Samiti, Harichandanpur	41459.00	6000.00	3 MONTHS
9	Improvement of road from Daitary to PS Sunday Hata, Tentulipal	Rasol	41,77,953.00	"B" Class Only	Panchayat Samiti, Harichandanpur	41779.00	6000.00	3 MONTHS
10	Const. of New School Building and Boundary at Pry School Khajuria Sahi, Pancham	Rasol	37,98,552.00	"B" & "C" Class	Panchayat Samiti, Harichandanpur	37985.00	6000.00	6 MONTHS
11	Construction of Road from Singrai House to Bati Sahi, Panganala	Tangriapal	41,91,634.00	"B" Class Only	Panchayat Samiti, Harichandanpur	41916.00	6000.00	3 MONTHS
12	Construction of road from Param Ghar to Singrai Ghar, Panganala	Tangriapal	41,83,328.00	"B" Class Only	Panchayat Samiti, Harichandanpur	41833.00	6000.00	3 MONTHS
13	Construction of Road from Rugudipanga to Debihudi Sahi, Rugudipanga	Tangriapal	41,82,172.00	"B" Class Only	Panchayat Samiti, Harichandanpur	41821.00	6000.00	3 MONTHS
14	Construction of Cement Concrete Road to Tarini Sahi, Daitary	Daitary	16,36,348.00	"C" & "D" Class	Panchayat Samiti, Harichandanpur	16363.00	6000.00	3 MONTHS
15	Construction of Cement Concrete Road to Gada Sahi,	Daitary	20,58,345.00	"B" & "C" Class	Panchayat Samiti, Harichandanpur	20583.00	6000.00	3 MONTHS
16	Construction of ACR at Anchalika Nodal High School, Bhanpur	Bhanpur	14,00,075	"C" & "D" Class	Panchayat Samiti, Harichandanpur	14000.00	6000.00	3 MONTHS
17	Construction of ACR at Govt. Pry School Revanapalaspal	Revanapalaspal	14,56,162	"C" & "D" Class	Panchayat Samiti, Harichandanpur	14561	6000.00	3 MONTHS

1. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office of the undersigned during the office hours every Day except on Sunday and public holiday till last date of receipt of tender papers. Interested bidders may obtain further information at the same address.
2. Bids must be accompanied with financial instruments towards E.M.D in shape of **Bid security Declaration** as provided in Memorandum No.5984dt.27.04.2021 of Works Dept., Govt. of Odisha. The declaration of Schedule- H of Tender Document relating to Bid security Declaration also to be attached. Bids must also be accompanied by self-attested Photocopy of valid **GSTIN, PAN card and valid contract registration certificate**, failing which the bid will be liable for rejection.
3. The Bid documents will be available in the website www.tendersodisha.gov.in from 10AM of -25.05.2026 to 5.00PM of 06.06.2026 for online bidding.

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[Handwritten Signature]
20/5/26

4. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
5. Bids shall be received only Online on or before 5 PM of **06.06.2026**.
6. Bids received online shall be opened at 09.00 am Hours of **08.06.2026**, in the office of the Panchayat Samiti, Harichandanpur in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
7. Additional performance security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted fewer bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount as per table below. Additional Performance Security (APS) has to be furnished in shape of Term Deposit Receipt pledged in favor of the Block Development Officer of concerned block, within seven days of issue of letter of acceptance (LOA), otherwise the bid shall be cancelled, and the security deposit shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
8. **Amendment to Codal /Contractual provisions.**
(Works Department Memorandum No.173 dt. 03.01.2026).

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

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

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

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

performance guarantee percentage shall be applied on the bid price;

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

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

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

VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring

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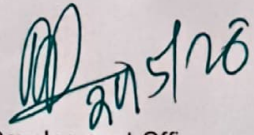
Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid

9. In case of Engineering contractors seeking exemption of EMD are instructed to enclose an affidavit regarding the list of works awarded during the current financial year 2026-27 with exemption of EMD along with an application to avail the same for this work and will submit copy of original contract license and produce the original license at the time of opening of tender, otherwise the tender will be rejected.
10. Scheduled Caste and Scheduled Tribe Tenderers will be given concession where their tenders are within 10% of the rate quoted by the lowest Tenderers, for any work, the work may be considered for award to him/ them at the lowest tendered rate. The Security deposit at half the usual rate may be deposited/realized by/from the Scheduled Caste or Scheduled Tribe contractors coming under categories up to "B" class only as against the permissible percentage under Rule 13 of the PWD contractor's regulations rules.
11. The percentage quoted in the tender without mentioning excess or less shall be treated as excess.
12. Validity of tender shall be 90 days from the date of opening of tender.
13. Other details can be seen from the bidding documents.
14. The authority reserves the right to cancel any or all bids without assigning any reason.
15. The Addendum/Corrigendum if any will be hosted in the website only.


Block Development Officer
Panchayat Samiti, Harichandanpur

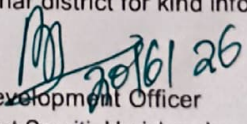
Memo No. 1652 /Date. 20/5/2026

Copy submitted to the Deputy Director(Advertisement) & Deputy Secretary to Government of Odisha, I&PR Department, Odisha, Bhubaneswar with request to get it published in two leading Odia Daily on or before 25.05.2026 for wide Circulation of the Tender Call Notice. **A separate copy of the tender call notice is submitted here with for advertisement in daily newspapers.e-mail I.D of this Office ori-harichandanpur@nic.in** Complimentary Copy of the News Paper containing the Tender Call Notice may be sent to this office for reference and record.


Block Development Officer
Panchayat Samiti, Harichandanpur

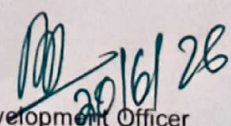
Memo No. 1653 /Date. 20/5/2026

Copy submitted to CDO-cum-EO, Keonjhar/All BDOs of Keonjhar district for kind information and wide circulation.


Block Development Officer
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Memo No. 1654 - /Date. 20/5/2026

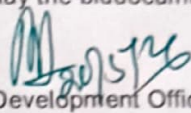
Copy submitted to Superintending Engineer, Government of Odisha, PR & DW Deptt, and Bhubaneswar for favour of kind information.


Block Development Officer
Panchayat Samiti, Harichandanpur

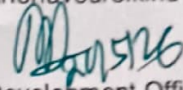
Block Development Officer

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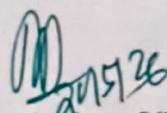
Memo No. 1655 /Date. 20/5/26
Copy submitted to DeGM, Keonjhar with a request to display the biddocument int he website from kendujhar.odisha.gov.in


Block Development Officer
Panchayat Samiti, Harichandanpur

Memo No. 1656 /Date. 20/5/26
Copy submitted to the Collector & DistrictMagistrate, Keonjharforfavourofkind information and necessary action.


Block Development Officer
Panchayat Samiti, Harichandanpur

Memo No. 1657 /Date. 20/5/26
Copy to AEE / Accounts Officer / Head Clerk / Cashier / Works file for record and Notice Board of this Office for display.


Block Development Officer
Panchayat Samiti, Harichandanpur

A. GENERAL INFORMATION

Sl.No.	Items	Details
1	Bid Identification No.	BDO Harichandanpur-1/2026-27
2	Name of the work	
3	Tender Inviting officer	Block Development Officer, Panchayat Samiti, Harichandanpur
4	Asst. Executive Engineer concerned Authorized as Engineer-in-charge of this work.	AEE, Panchayat Samiti, Harichandanpur
5	Executive Engineer with headquarter	Addl. EO (Tech), Zilla Parishad, Keonjhar
6	Accepting Authority	Block Development Officer, Panchayat Samiti, Harichandanpur
7	Estimated Cost	N/A
8	Nearest Quarry	
	i. Stone Products.	Raghunathpur, Keonjhar
	ii. Sand	Anandpur (Fine Sand), Anandapur (Filling Sand)
	iii. Moorum/Gravel	
	iv. Cement/Steel	Keonjhar
	v. Bitumen	

BID INFORMATION.

9	Intended completion period/Time period assigned for Completion as per clause of TCN	3 (Three) Calendar Months
10	Last Date & time of submission of Bid (Clause No. 5 of TCN.)	Time 5.00 P.M. Date 06.06.2026
11	Cost of Bid Document (Clause No. 7 of TCN.)	
	I To be remitted online	Rs. 6,000/-
12	Bid Security (Clause No. 2 of TCN)	
	i Exempted	Bid security declaration
13	Additional performance security (Clause No. 8 of TCN)	
	i Amount	As mentioned in TCN

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	ii	Pledged in favour	Block Development Officer, Panchayat Samiti, Harichandanpur
	iii	Payable at	BDO, Harichandanpur
	iv	Type of instrument	As specified in the Bid document
14		Bid validity period (Clause No. 13 of TCN)	90 Days
15		Minimum period of contract agreement lease deed of equipment and machineries as per Clause 10(v) of DTCN	6 (Six) calendar month
16		Currency of contract	Indian Rupees
17		Language of contract	English
18		Similar Nature of work as per Clause 14 of DTCN	-

Instruction to Bidders (ITB)

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

The authority belonging to the major discipline is competent to invite tender.

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

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

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

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

The bidder intending to participate in the bid shall deposit the tender paper cost online as mentioned in the contract data.

The Successful lowest Bidder is required to produce the originals of all the documents in the office of **Panchayat Samiti**, for verification within **7 (Seven) days of opening of the financial bid**. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder. The Successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish Additional Performance Security (APS) in shape of TDR in favour of the Block Dev. Officer, / Bank Guarantee in favor of the Block Development Officer from any Nationalized / Schedule Bank in

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India Counter guaranteed by its local branch within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Development Officer otherwise the bid of the successful bidder shall be cancelled and the EMD/ Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

2. ELIGIBLE BIDDERS:

This Bid is open to all Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/ MES/ Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid.

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

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

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

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

3. QUALIFICATION CRITERIA:

The bidder shall submit self-attested photocopies of documents listed in DTCN in the prescribed format wherever warranted in support of eligibility criteria and qualification information. **The L-1 bidder shall have to produce the original documents in support of the photo copies. Bids from Joint ventures are not acceptable.**

The bid shall include following information and documents.

- (a) Copy of valid contractor's registration certificate, PAN card, GST of self.
- (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
- (c) Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipment's for only those machineries / equipment's asked for in the tender documents.
- (d) In case if contractor executing several works, he is required to furnish a time schedule for movement of equipment/machinery from different site to this work site when work is to be executed.

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- (e) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work.
- (f) The contractor intending to use/lease equipment's/machineries are required to furnish proof of ownership from the company/persons providing equipment/ lease deed and duration of such contract.
- (g) Details of work under progress as per tender documents.
- (h) Details of works executed during the last five years and works in hand (list of on-going works as per bid documents).

The Bidders are subject to be disqualified if they have:

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

4. ONE BID PER BIDDER:

4.1 Each bidder shall submit only one bid for one package. A bid is said to be responsive if accompanied by cost of bid document and appropriate bid security.

5. COST OF BIDDING:

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

The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time payment of bill

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

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

6. SITE VISIT:

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

The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract

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Data, supplemented by any information available to the bidder.

The Officer inviting the bid/Engineer – In – Charge will clarify queries on the Contract Data on requisition by the intending Bidder.

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

7.1 The description of the work is as mentioned under Notice Inviting Tender.

7.2 The bids may consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Panchayat Samiti, as mentioned in the contract data will be open for inspection during working hours on all working days by the bidders. The bidder is required to go through all the documents including the drawings for preparation of his bid. He is required to submit documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid document by the Officer Inviting the Bids will be construed as plea to disrupt.

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

8. CLARIFICATION OF BIDDING DOCUMENTS:

Bid documents consisting of specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours every day except on Sundays & Public Holidays till last date of sale of tender paper.

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

The bidder can seek clarification on the bids within three-days prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail ID of the enquirer.

9. AMENDMENT OF BIDDING DOCUMENTS:

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

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

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

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

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

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11. DOCUMENTS COMPRISING THE BID:

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

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

All the volumes/documents shall be provided by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and submit online. He will fill up the percentage rate in the BOQ of Financial Bid.

- A. **Cost of "Bid document" & "Bid Security"** shall comprise
 - (i) Cost of Bid Document
 - (ii) Bid Security in prescribed shape.
- B. **"Technical Bid"** shall comprise.
 - (i) Declaration under the Official Secret Act, 1923
 - (ii) Qualification Information and supporting documents,
 - (iii) Certificates, undertakings, affidavits,
- C. **"Financial Bid"** shall comprise.
 - (i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

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

In case of **percentage rate** tender, the bidder will only fill in the "less" or "excess" to indicate how much his price offer is excess or less than the estimated amount.

**(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol-II by inclusion)
(Revised/substituted as per Works Deptt. Office Memorandum No. 12366
Dt. 8.11.2013)**

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

The bidder shall bid for the whole works as described in the Bill of Quantities. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of bill.

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

All duties, taxes, including GST and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Sales-tax, purchase

Contractor

Block Development Officer

tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.

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

Bidders while quoting their offers shall consider the following as regards price adjustment towards **Cement, Steel & Bitumen** and escalation of all components of work.

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

Contractor

Block Development Officer

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

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

13. CURRENCIES OF BID AND PAYMENT:

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

14. VALIDITY:

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

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

DELETED.

15. BID SECURITY AND ADDITIONAL PERFORMANCE SECURITY

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under The Bidder shall submit, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. Bidder intending to participate in the bid shall have to deposit their Earnest Money deposit/Bid Security of the amount specified for the work in the table Col. 6 of the Tender Call Notice, failing which the bid will be liable for rejection

The Successful bidder who has quoted less bid price / rates than the estimated cost put to tenders shall have to furnish the exact amount of differential cost, i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) as below has to be furnished in shape of Term Deposit Receipt pledged in favor of the Block Dev. Officer, within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Development Officer to the Successful bidder otherwise the bid of the Successful bidder shall be cancelled the EMD/Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder

The Additional Performance Security shall be in the favor of officer as name in Contract Data and shall be valid for a period of 45 days beyond the validity of the bid.

Amendment to Codal /Contractual provisions.
(Works Department Memorandum No.173 dt. 03.01.2026).

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

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

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

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

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

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

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

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

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

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

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

15.6. The Bid Security may be forfeited

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

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

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

15.6.3.1. Sign the Agreement; or

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

16. FORMAT AND SIGNING OF BID:

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

16.1.1. The Bidder should ensure clarity of the document submitted by by him, especially the copy of documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bids if sodesires , can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid shall be evaluated on it's own merit.

D. SUBMISSION OF BIDS

17. SECURITY OF BID SUBMISSION:

17.1 The bid shall require all the mandatory forms and filled up by the contractor before submission of the bid/ tender

17.2 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 consists of GST, / PAN, Registration Certificates, Affidavits, Joint venture agreement along with other required documents as per Instruction to the bidder, Works in hand, List of machineries along with any other information required by OIT. The financial bid shall consist of the Bill of Quantities (BOQ).

17.3 In case of item rate tender, bidders shall fill in their rates other than zero value in the specified place 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. The Successful bidder who has quoted less bid price / rates than the estimated

- cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favor of the Block Development Officer, / Bank Guarantee in favor of the Block Development Officer from any Nationalized/ Schedule Bank in India Counter guaranteed by its local branch at Keonjhar within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Development Officer to the successful bidder otherwise the bid of the successful bidder shall be cancelled, and the EMD/Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.
- 17.4 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 write rates in figure only in the rate column of respective items without any blank cell in the rate column in case of item rate tender and write percentage excess or less up to two decimal places only in case of percentage rate tender
- 17.5 The Bidder should ensure clarity/ legibility of the document submitted by him
- 17.6 The bidder should check whether all relevant documents are attached in bid or not
18. **DEADLINE FOR SUBMISSION OF THE BIDS :**
- 18.1. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting the Bid.
- 18.2. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.
19. **LATE BIDS :**
- 19.1. The submission of late bids after due date shall not be entertained.
20. **MODIFICATION AND WITHDRAWAL OF BIDS :**
- 20.1 In the tender, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid citing reasons for withdrawal in the respective bid before the closure of receipt of the bid.
- E. OPENING AND EVALUATION**
21. **OPENING OF THE BID:**
- 21.1. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
- 21.2. 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".
- 21.3. During bid opening, the covers containing Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with clause 15 shall be checked and announced.
- 21.3.1. Combined bid security for more than one work is not acceptable. If the bid security furnished does not conform to the amount and has not been furnished in the form specified in Clause 15, the bid will be declared non-responsive and rejected.
- 21.4. The tender will be opened by the designated officer for opening
- 21.4.1. The Opening Officers will systematically check documents and bid security and cost of bid document.
- 21.4.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished in Part - I pursuant to Clause 3.
- 21.4.3. After receipt of confirmation of the bid security, the bidder will be asked in writing to clarify his technical bid, if necessary.
- 21.4.4. The bidders will respond in not more than 7 days of issue of the clarification letter.
- 21.5. Immediately on receipt of these clarifications, the Evaluating Officers; will evaluate the list of responsive bidders and place the evaluation sheet before the Tender Committee for finalization.
- 21.6. The evaluation of all the bids will be taken up as per the information furnished by the Bidders. If any of the information/ statements/documents/certificates furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per clause no 30 shall be taken against the bidder/contractor.

- 21.6.1. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.
- 21.6.2. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 21.6.3. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 21.6.4. The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
22. **PROCESS TO BE CONFIDENTIAL:**
- 22.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.
23. **CLARIFICATION OF BIDS:**
- 23.1. To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.
- 23.2. Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.
24. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**
- 24.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid:-
- 24.1.1. Whether the Bid security is confirmed by issuing institution/bank.
- 24.1.2. Has submitted legible documents for evaluation
- 24.1.3. Meets the eligibility criteria defined in Clause 3 and;
- 24.1.4. Is substantially responsive to the requirements of the bidding documents.
- 24.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 24.3. A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
- 24.3.1. Which affects in any substantial way the scope, quality, or performance of the works?
- 24.3.2. Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
- 24.3.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 24.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 24.5. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.
- F. AWARD OF CONTRACT**
25. **AWARD CRITERIA:**
- 25.1. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- 25.2. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.
- 25.3. Competent Authority on behalf of Governor of Odisha reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 25.4. The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

26. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:
 - 26.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivizing bidder.
 - 26.2. The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.
27. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS :
 - 27.1. The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
 - 27.2. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
28. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:
 - 28.1. The tender inviting officer will issue of the letter of acceptance to the L1 bidder mentioning the the amount of Performance Security and additional security required to be furnished
 - 28.2. The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.
 - 28.2.1. Following documents shall form part of the agreement.
 - 28.2.1.1. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.
 - 28.2.1.2. Standard Bid Document P.W.D. Form P-1
 - 28.3. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.
 - 28.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).
 - 28.5. Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.

DETAILED TENDER CALL NOTICE FOR
BUILDING WORKS.

1. Sealed percentage rate bids are invited on ONLINE in single cover system from "B", "C" & "D" class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 Agreement. The adopted format for percentage rate is same as that of the form adopted for percentage rate tenders but the word "Item rate" shall be replaced by "Percentage rate" and the contract will be named as P- 1. Bids from joint venture are not allowed.
2. The Bid documents are available from official website of Government:
<https://tendersodisha.gov.in> from 10.00AM of 24.05.2025 up to 5.00PM of 02.06.2025. The last date and time of submission of Bid is as per contract data.
3. The Bid documents will be opened by the assigned officer in the office of the Block Development Officer 11.30 AM on 03.06.2025 in the presence of the bidders or their authorized representatives who wish to attend.
4. Contractor exempted from payment of EMD will be able to participate in the tender attached with documentary evidence in shape of affidavit towards his eligibility for such exemption
5. The bid is to be submitted in single cover. Bid is to contain scanned copy of GST Registration Certificate, registration certificate, PAN card, and affidavit duly filled, and documents required as per the relevant clauses of this DTCN and the Price Bid

6. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In the percentage rate tender the bidder quoting zero value is valid and will be taken as schedule of rates.
7. The lowest preferred bidder is required to produce documents viz original Registration, GST Registration Certificate, GSTIN, PAN card after opening of Technical Bid for verification purpose in the latter stage. Furnishing scanned copy of such documents along with the Bid is mandatory otherwise, his/ her bid shall be declared as non-responsive and thus liable for rejection.
8. The work is to be completed in all respects within the time period as specified in the Contract Data. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
9. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an affidavit at the time of submission of bid about the authentication of bid documents. An affidavit to this effect is to be furnished in Schedule-F. Non-furnishing of the scanned copy of information in Schedule - E and required affidavit in Schedule – F, the bid document will be summarily rejected.
10. No Relation certificates.
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the concerned Deptt. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.
11. (i) Each bidder is to submit along with bid a note regarding his experience on construction of Building Works. (Not Applicable)
 - a) Name of the Project: -
 - b) Estimated Cost: -
 - c) Major Item of works: -
 - d) Quantity of items
 - i) As per Agreement: -
 - ii) As per execution: -
 - f) Date of Commencement:
 - g) Stipulated date of Completion: -
 - h) Actual date of completion: -
 - i) Other details if any. : - ii) The prospective applicant in its name should furnish list of similar nature of work satisfactorily completed in Schedule-D1 and list of works in progress in Schedule-D2.
12. If an individual makes the application, the individual should sign above his full type written name current address.
13. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
14. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
15. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the bid.
16. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
17. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
18. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. A. Percentage rate contract (vide Works Department letter No.8310 dt.17.05.2006)
In case of Percentage Rate tender:-
 - (i) The contractor has to quote percentage excess or less over the estimated cost in the PriceBid appended to the tender document. The tender cost is excluding GST. The rate of items basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.

- (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice.
 - (iii) The Contractors who wish to tender for two or more works shall submit separate tender foreach. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (asper IFB) to which they refer.
 - (iv) The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the first two decimal point shall only be considered without rounding off (vide Works Deptt OM No.7885 dt.23.7.2013
 - (v) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - (vi) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment. (vii) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (viii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill
- B. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of bill.
22. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Orissa and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
23. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
24. Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
- (ii) Amendment of Para 3.4.16 (a) (vii) of OPWD Code Vol-I by Substitution.

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

25. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand, and derrick stand etc. as required for the work.

26. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

27. Additional performance Security:

(A) Amendment to Para-3.5.5 (V) of Note-II of OPWD Code, Vol-I by modification.

Note- (II) Additional Performance Security shall be obtained from the bidder when the bid amount isles than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price / rates than the estimated cost put to tender shall have to furnished the exact amount of differential cost i.e estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft / Term Deposit Receipt pledged in favor of the Divisional Officer in the sealed envelope along with the price bid at the time of submission of bids. The above OM was challenged before the Hon'ble High Court of Orissa with a prayer to quash the said office memorandum. The Hon'ble High Court disposed the matter on 24.07.2017 and batch of similar cases with certain observation and direction as cited below.

In view of the matter the writ petition is allowed to the extent that the condition imposed by Office Memorandum dated 04.05.2015 by amending Para 3.5.5(v) of Note-II of OPWD Code Vol-I by modifying the same and providing that Additional Performance security APS of the amount of difference between the estimated cost and the cost of bid (If lower than the estimated cost) is to be provided at the time of submission of the bid is quashed.

The said condition of providing Additional Performance Security of the amount of difference can be imposed only for a successful bidder which can be required to be provided within such stipulated time as may be provided for or else the bid of the successful bidder would be cancelled and the security deposited would be forfeited if permissible in law and further proceeding for blacklisting would be initiated as per law"

The Ld. Govt Advocate O/o the Advocate General Odisha has opined that per deposit of Additional performance security (APS) has been quashed and as such that should not be insisted upon by the Officer Cum-authority until it is set aside / or stayed by Supreme Court, if challenged. He has cited that tenders have been rejected on ground of non-deposit of Pre-Bid APS. The Hon'ble High Court of Orissa have taken a serious view of rejection of tender on this ground and will take *Suo Motu* contempt proceeding against the Officer including statutory authorities, which has been indicated as this is clear violation or order.

The matter as regard implementation of order 24.07.2017 passed by the Hon'ble Court is under process at Govt level.

It is therefore, requested that since Pre-Deposit of Additional Performance Security APS has been quashed, the said condition of providing Additional Performance Security of the amount of difference can be imposed only on a successful bidder, which can be required to be provided within such stipulated time as may be provided in the Tender process unless & until further instruction from Govt in Works Department is received in the matter immediate steps may also be taken at their level to issue instruction to this effect to the Subordinate offices under their control for the purpose.

The Successful bidder who has quoted less bid price / rates, than the estimated cost put to tenders shall have to furnish the Additional Performance Security (APS) as stated below in shape of TDR / Bank Guarantee in favor of the Block Development Officer from any Nationalized/ Schedule Bank in India Counter guaranteed by its local branch within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Development Officer to the successful bidder.

Amendment to Codal /Contractual provisions.
(Works Department Memorandum No.173 dt. 03.01.2026).

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

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

- I. **where the bid price is below 0% but not below 10% of the project cost put to bid,** no additional performance guarantee/security percentage is required.
- II. **where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. **where the bid price is 20% or more below of the project cost put to bid,** the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more. The additional performance security shall be treated as part of the performance security.
- V. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at

the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid

(i) Clause 36 of Appendix-IX of OPWD Code Vol-II by inclusion.

If the rate quoted by SC & ST category contractor comes to 14.99% (decimal up to two numbers will be taken for all practical purpose) less than the estimated cost after availing 10% price preference as per Para-2 of works.

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

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

30.

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

ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.

31. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of whatsoever.

32.

i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) @3% as per Office Memorandum No.4719 dated 12.04.2022 of Works Deptt. in shape of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the Block Development Officer and payable at the place as specified in the Contract Data or in shape of Bank Guarantee from any Nationalised/scheduled bank in India counter guaranteed by its local branch in favour of the Block Development Officer and payable at the place as specified in the contract data. and in no other form. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfilment of this contract. and additional performance security in accordance with the provisions of the agreement.

iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along

with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

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

b) Standard P.W.D. Form P-1 with latest amendments.

iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) and black listing of contractor .No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. **The security will be refunded after six months of completion of the work and payment of the final bill and will not carry any interest.**

v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.

33. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
34. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
35. Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
36. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Block Development Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Block Development Officer is final and binding on the contractor.
37. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
 - a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d. Fees and duties levied by the municipal, canal or water supply authorities.
 - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.

- f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
38. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
 39. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
 40. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
 41. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
 42. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the Office of Panchayat Samiti Banspal during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
 43. Bidders are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form P-1 with latest amendments shall supersede the condition of D.T.C.N.
 44. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MoSRT&H, Govt. of India. MoSRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
 45. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
 46. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
 47. Concrete should be machine mixed unless otherwise ordered in writing by the Engineer-in-Charge. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
 48. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
 49. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
 50. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.

51. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
52. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Block office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.
53. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
54. All the materials which are to be supplied from P. W. D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After issue from the P. W. D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
55. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
56. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks but excluding lapping) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in- Charge.
57. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
58. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
59. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
60. The stack of road metal and gravel will be measured in boxes of 1.5m × 1.5 M × 0.5M which will be taken as 1.5m × 1.5M × 0.44M = 1 Cum. The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
61. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
62. In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.

63. Sinking of wells shall be measured as per MoSRT&H Specifications for Road & Bridge works (Latest Revision).
64. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and de-silting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
65. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
66. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre- decided by authority accepting the tender.
67. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate.
68. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the Department.
69. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
70. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
71. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
72. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
73. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost .The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
74.
 - a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
 - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Executive Engineer or sub Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 - d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
 - e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
75. The thickness of cement concrete in top plugging should be as per Departmental drawing.

76. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance the contractor shall carry out. suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
77. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
78. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MoSRT&H Specification for Roads & Bridge works (Latest Revision).
79. No claim for carriage of water what-so-ever will be entertained.
80. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
81. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B.
82. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
83. Orissa Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date17.04.1974 .The Orissa Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
84. Amendment of existing Clauses:- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in – Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other

factors. The rates quoted by the contractor shall be excluding GST. GST as applicable for which contract shall be payable to contractor on soil amount.

85. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
86. Prevailing rate of GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill, as tax deduction at source (TDS) as per rule towards Use of minor mine vab)
87. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Block Development Officer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the Government revenue. This is as per the Gazette notification No.22280 dt.15.12.2016 of steel & Mines Department Government of Odisha.
88. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
89. Under section 12 of contractors' labor (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
90. Sample of all material - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Block Development Officer.
91. Trial Boring - The foundation level as indicated in the body of the departmental drawing is 'purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
92. Any defects, shrinkage or other faults which may be noticed within 6(six) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in- Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is 6 (Six) calendar months from the date of successful completion of the work.
93. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct

Government of Odisha Works
Department

Office Memorandum

File No.07556900042013 (Pt-IV) – 12366 / W. Dated. 08.11.2013.

Sub: Amendment of Codal / Contractual Provisions.

After careful consideration Government have been pleased to make amendment to contractual and codal provisions for increasing the efficiency and transparency of Department dealing with infrastructure development of the State as per Annexure-I,II, III, IV, V, VI & VII.

1. These amendments shall take effect from the date of issue of the order.

Contractor

Block Development Officer

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

3. This has been concurred in by Finance Department in their UOR No.157-WF-I dt.17.05.2012.

Sd/-
E.I.C-Cum-Secretary to Government.

Memo No. 12367 –W. Dated. 08.11.2013
Copy forwarded to P.S to Hon'ble Chief Minister, Odisha for information and necessary action.

Sd/-
FA-cum-Addl secretary to Government

Memo No. 12368 –W. Dated. 08.11.2013
Copy forwarded to OSD to Chief Secretary, Odisha / P.S to Development Commissioner- Cum-Additional Chief Secretary, Odisha for information and necessary action.

Sd/-
FA-cum-Addl secretary to Government

Memo No. 12369 –W. Dated. 08.11.2013
Copy forwarded to All Departments / Managing Director, O.B & CC Ltd, Bhubaneswar / Managing Director OCC Ltd, Bhubaneswar for information and necessary action.

Sd/-
FA-cum-Addl secretary to Government

Memo No. 12370 –W. Dated. 08.11.2013
Copy forwarded to All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (Under Works Department) for information and wide circulation among subordinate offices.

Sd/-
FA-cum-Addl secretary to Government

Memo No. 12371 –W. Dated. 08.11.2013
Copy forwarded to the Accountant General (A&E) Odisha, Bhubaneswar / accountant General, Odisha, Puri Branch, Puri for information and necessary action.

Sd/-
FA-cum-Addl secretary to Government

Memo No. 12372 –W. Dated. 08.11.2013
Copy forwarded to the Head, State Portal Group-, IT Centre, Ground Floor North, Annexe of Secretariat for information and necessary action.
He is requested to display it in the web-site of State Government

Sd/-
FA-cum-Addl secretary to Government

Memo No. 12373 –W. Dated. 08.11.2013
Copy forwarded to the Director, Printing Stationary & Publication, Orissa Cuttack for information and necessary action.
He is requested to publish it in the next issue of Orissa Gazette.

Sd/-
FA-cum-Addl secretary to Government

Memo No. 12374 –W. Dated. 08.11.2013
Copy forwarded to A/C-I section / A/C-II section / Road Section / Plan section / Building Section / Budget section / N.Hs Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

Sd/-
FA-cum-Addl secretary to Government

Annexure-I

1. Amendment to para 3.4.16 (a) (vii) of OPWD Code, Vol-I by Substitution

Note- (vii)- For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorised sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder

would be required to submit the details of quarry for procurement while submitting the bids.

Annexure-II

2. Amendment to para 3,5,14 Note-I of OPWD Code, Vol-I by inclusion.

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

Annexure-III

3) Amendment to Appendix-IX, Clause-36 of OPWD Code, Vol-II by inclusion.

clause No- 36- If the rate quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99 o/o (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorised representatives, the concerned Block Development Officer will remain present.

Annexure-V

5) Amendment to Para 3.2.8 Note-II of OPWD Code, Vol-I by inclusion.

Note-II- In case of tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount, in such an agreement will be governed by the relevant provision of OPWD Code.

Annexure-VI

7) Amendment to Para-3.5.18 Note-VIII of OPWD Code, Vol-I

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

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer
Date:-

Sd/-
Block Development Officer
Panchayat Samiti, Banspal

SCHEDULE-B

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER

Contractor

Block Development Officer

R / DIPLOMAHOLDERS

(for Super class / special class / A class contractors only)

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

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

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

Signature of the tenderer
Date:-

Sd/-
Block Development Officer
Panchayat Samiti, Banspal

Contractor

Block Development Officer

SCHEDULE-E

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER

OR ABANDONMENT OF WORK BY THE TENDERER

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

- b) If yes, give details:
2. a) Has the tenderer or any of its
Yes/No constituent partners been debarred/
expelled by any agency in India during the last 5 years

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

Note:

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

Signature of the contractor

Sd/-

**Block Development
Officer Panchayat Samiti,
Banspal**

Contractor

Block Development Officer

SCHEDULE-F

(To be submitted in original in legal stamp paper)

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

(Signed by an Authorised Officer of the firm)

Title of Officer

Name of Firm

Date:

Contractor

Block Development Officer

SCHEDULE-G**Existing commitments and ongoing works**

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of Completion	Value of works remaining to be completed (Rs. Lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

*Attach Certificate(s) from the Engineer-in-charge

Contractor

Block Development Officer