

BID IDENTIFICATION NO - VI-08(01)/SERIFED/2025-26/702/Dt.04.06.2025

**BID DOCUMENT  
FOR  
INCUBATION CUM TRAINING CENTRE**

**AT**

**EXISTING BUILDING OF BUNAKAR BAZAR, BALIJURY,  
BEHERA, BARGARH.**



**ODISHA COOPERATIVE TASAR & SILK FEDERATION LTD. (SERIFED)**

Sahid Nagar, Janpath, Bhubaneswar-751007, Tel: 2545852 (Fax) / 2545586

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## ODISHA COOPERATIVE TASAR &amp; SILK FEDERATION (SERIFED) LTD.

Sahid Nagar, Janpath, Bhubaneswar-751 007, Tel : 2545586/2545852,

email- [serifedodisha@gmail.com](mailto:serifedodisha@gmail.com), website- [www.serifedodisha.in](http://www.serifedodisha.in)**INVITATION FOR BIDS (e-Procurement)****Bid identification no:- VI-08(01)/SERIFED/2025-26/702/DT. 04.06.2025**

The **Managing Director, Odisha Co-operative Tassar & Silk Federation Ltd., Bhubaneswar** invites **Item Rate bids** in **double cover** system in **online mode** from registered contractors registered with the State Government and contractors of equivalent Grade/ Class Registered with Central Government/ MES/ Railways/CPWD experienced in execution of similar type of composite work (Civil, Landscaping, Pathways, PH & Electrical etc.) for the "Incubation Cum Training Centre at Existing Building of Bunakar Bazar, Balijury, Behera, Bargarh as follows. The successful bidder who has not registered under State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work as per prevalent registration norms of the state.

Sl. No	Name of the work	Tender Value (Rs.)	EMD/Bid Security (online mode) (Rs.)	Cost of Bid document Inclusive of 18% towards GST (online mode) (Rs.)	Period of completion	Class of Contractor
1	2	3	4	5	6	7
1	Incubation Cum Training Centre at Existing Building of Bunakar Bazar at Blijury, Behera, Bargarh.	Rs. 1,86,29,600/- (Excluding GST)	Rs.1,86,296/-	Rs. 11,800/- (Rs.10,000 + 1800)	11 (Eleven) MONTHS	"B" and "A" Class

- The bid document consists of plans, specifications, scheduled of Quantities and the set of terms & conditions of contract and other necessary documents can be seen / downloaded from the government website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) during the period dt. 10.06.2025 to 17.00 hours up to 04.07.2025. Online bids shall be received till 17.00 hours up to dt. 04.07.2025.
- Bid security amount and cost of bid document are to be remitted online as per the instruction in the portal.
- The Pre-bid meeting at 3.00 P.M on dt. 21.06.2025.
- The Technical Bids will be opened online at 11.30 AM on dt. 05.07.2025.
- The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
- The authority reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-  
MANAGING DIRECTOR

Memo No:

Date:

- Copy submitted to PS to the Commissioner-Cum-Secretary to Govt., HD&H Department, Govt of Odisha, Bhubaneswar for favour of kind information of Commissioner-Cum-Secretary.
- Copy to the Director of Textiles, Odisha Bhubaneswar for favour of information.
- Copy to DDT Bargarh for information.
- Copy to Notice Board for wide circulation.

Sd/-  
MANAGING DIRECTOR

**CHECK LIST TO BE FILLED UP BY THE BIDDER****Name of the work:**

<b>Sl No.</b>	<b>Particulars</b>	<b>Mention reference page no</b>
1.	Cost of tender paper in online mode only	
2.	E.M.D/Bid Security in online mode as per portal	
3.	Copy of valid Contractors Registration Certificate (Original to be produced for verification)	
4.	Copy of valid GST/GSTIN Registration certificate	
5	GST Return copies for the FY 2024-25 up to May-2025)	
6.	Copy of PAN Card	
7.	IT Return copies (FY 2021-22, 22-23 & 2023-24)	
8.	Valid EPF Registration Certificate with latest challan copy	
9.	Valid ESIC registration certificate with latest challan copy	
10.	Affidavit for No Relationship Certificate	
11.	Affidavit for any special exemption / preference if any along with required supporting documents.	
12.	Works Experience certificates in executing similar nature of composite works (Civil, Landscaping, pathways, PH and Electrical) to satisfy the eligibility criterion of the Tender.	
(A)	List of projects executed that are similar in nature to the work (Schedule-D1).	
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)	
13.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	
(A)		
(B)	Affidavit (Schedule-F)	
14.	Audited Balance sheet for last three years showing turnover not less than 175.00 Lakhs in each year (for the FY 2021-22, 22-23 and 23-24)	
15	<b>M.O.U with Electrical contractor duly notarized along with experience certificate &amp; license copy</b>	
16	Affidavit for Tools & Plants and machineries as per the requirement in Schedule-C.	
17	Affidavit to submit labour license after allotment of work	

Signature of Tenderer

**THE ODISHA CO-OPERATIVE TASSAR & SILK FEDERATION (SERIFED) LTD,  
SAHID NAGAR, BHUBANESWAR-751007**

**CONTRACT DATA**

**A. GENERAL INFORMATIONS**

Sl. No.	Particulars	Details
1	Bid Identification No.	VI-08(01)/SERIFED/2025-26/702/Dt.04.06.2025
2	Name of the Work	Incubation Cum Training Centre at Existing Building of Bunakar Bazar, Balijury, Behera, Bargarh.
3	Nature of work	Composite Tender
4	Officer inviting tender	Managing Director
5	Accepting Authority	Managing Director
6	Tender Value	Rs. 1,86,29,600/- (Excluding GST)

**B. BID INFORMATION**

6	Intended completion period/Time period assigned for Completion .	11 (Eleven) Months
7	Last Date & time of submission of Bid	Dt.04.07.2025 up to 5:00P.M
8	Cost of Bid Document	Rs. 11,800/- (Rs. 10,000/- + RS. 1,800 GST)
	i To be remitted online	Rs. 11,800/-
9	Bid Security	As Per Column No. 4 in IFB
	i To be remitted online	Rs.1,86,296/-
10	Additional Performance Security (when the bid amount is less than the estimated cost put to tender) as per required clause of DTCN to be submitted within 7(seven) days of opening of financial bid and ISD as per required clause of DTCN to be submitted within seven days of issue of letter of acceptance for fulfillment of contract in the SERIFED, Bhubaneswar.	
I	Amount	Differential cost (Estimated cost put to tender -The quoted amount)
ii	Pledged in favour of	The Odisha Co-operative Tasar & Silk Federation (SERIFED) Ltd. , Bhubaneswar.
iii	payable at	Bhubaneswar
iv	Type of instrument	In shape of Bank Draft/Bank FD/Bank Guarantee/ Post Office SB Account/NSC/Post Office Time Deposit Amount
11	Date and Time of Opening of the Bid	Dt.05.07.2025 at 11:30 A.M
12	Bid validity period (Clause No. 9 of DTCN.)	90 days from last of submission of bid.
13	Minimum period of contract / agreement / lease deed of equipment and machineries.	15 months
14	Currency of Contract	Indian Rupees
15	Language of Contract	English

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
  - a) It will be carried out through a single banking transaction by the bidder for multiple payments like Cost of Tender Paper and Earnest Money Deposit on submission of bids.
  - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
  - c) Reporting and accounting of the e-receipts will be made from a single source.
  - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. Banking arrangement:
  - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)
  - b) The Designated Banks participating in Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:
  - a) Log on to e-Procurement Portal: The bidders have to log onto the Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now. submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
  - b) Uploading of Prequalification/Technical/Financial bid: The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
  - c) Electronic payment of tender paper cost and EMD: Then the bidders have to select and submit the bank name as available in the payment options
    - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
    - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) Bid submission: Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 6. Settlement of Cost of Tender Paper;
  - a) Cost of Tender Paper: In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for Cost of Tender Paper and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
  - b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
  - c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
  - d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
  - e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.
- 7. Settlement of Earnest Money Deposit on submission of bids:
  - a) The Bank will remit the Earnest Money Deposit on submission/cancellation of bids to respective bidders accounts as per direction received from TIA through e-procurement system.
- 8. Forfeiture of EMD :
 

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

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

9. Role of the Banks:
  - a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
  - b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
  - c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
  - d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
  - e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.
10. Role of State Procurement Cell:
  - a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
  - b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
  - c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
  - d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments /State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
  - e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
  - f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
  - g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
  - h) e-procurement system will update the status accordingly for reconciliation report.
11. Role of National Informatics Centre :
  - a) Customize e-Procurement software and web-pages of Government of Odish (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
  - b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
  - c) NIC will provide an interface to organizations to download the electronic receipt data.
  - d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
  - e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha treasury portal.
12. Role of Cyber Treasury :
  - a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
  - b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and



reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :  
The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.
14. Applicability and modification of existing rules / orders:  
The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.
15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

#### ANNEXURE-I

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

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

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

## Instruction to Bidders for e-procurement

### A. GENERAL

#### 1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He may also nominate the **Executive Engineer or Engineer in-charge** who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 1.3. 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 **Managing Director** may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.4. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted 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 remedy of any defects therein.
- 1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6. Throughout these bidding documents, the terms “ bid and tender”, “EMD and Bid Security” and their derivatives (bidder/tenderer, bidding / tendering, etc.) are synonymous.
- 1.7. In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender, electrical and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, Pan card, Valid GST certificate/**GSTIN (for procurement of goods)** etc, at the time of purchase of tender documents but will be required for verification purpose in the later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The Successful lowest Bidder is required to produce the originals of all the scanned documents in the office of Managing Director, SERIFED for verification within 5(five) working 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.
- 1.8. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:**  
The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate(DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates /documents such as (i) PAN card (ii) Registration Certificate (RC)/GST Certificate/**GSTIN(for procurement of goods)**of the concerned bidder. The time period of validity in the portal is at par with validity of RC/GST & **GSTIN**. Any change

of information by the bidder is to be re authenticated by the State procurement cell. After successful authentication bidder can participate in the online bidding process. The DSC used must be of appropriate class( Class II or Class III) issued from a registered Certifying Authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudra and is mandatory for all users.

- 1.8.1. **Furnishing Scan copy of such documents are mandatory along with the tender document otherwise his/her bid shall be declared as non-responsive as thus liable for rejection.** Bidder participating through M.O.U shall declare the authorized signatory through memorandum of understanding duly registered and enroll in the portal in the name and style of the company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
  - 1.8.2. Any third party/company/person under a service contract for operation of e-Procurement system in the state or his/her subsidiaries or the parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-procurement system irrespective of who operates the system.
  - 1.8.3. To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
  - 1.8.4. The tender documents uploaded by the Tender Inviting Officer in the website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder/Guest Users can view or download the bid documents from the web site only after the due date & time of sale.
  - 1.8.5. Contractor exempted or availing concession from payment of EMD will be able to participate in the tender directly by uploading documentary evidences in shape of affidavit towards his eligibility for such exemption. **The original affidavit is required to be furnished to the Managing Director, SERIFED, Bhubaneswar along with other originals for verification as detailed in para 1.7 above.**
  - 1.8.6. The software application has the provision of payment of cost of tender document **and that of EMD ( bid security)** through payment gateways of authorized bankers by directly debiting the account of the bidder.
  - 1.8.7. **For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.**
  - 1.8.8. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control. For all-purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
- 2. ELIGIBLE BIDDERS:**
- 2.1. 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 subject only to the registration in the portal using his/her DSC for

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

- 2.2. 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.
- 2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer / Under Secretary and above in the State Government of Odisha in the concerned Department and Deputy Manager & above in **SERIFED**, Bhubaneswar, he shall inform the same in the bid 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 a certificate.
- 2.4. 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 Offices/ Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
- 2.5. 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:**

- 3.1. **For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document listed under clause 3.2 in prescribed format wherever warranted in support of qualification information. The Successful Lowest bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal for verification in the office of **Managing Director**, SERIFED, Bhubaneswar within 5(five) working days of opening of the financial-bid. Bids from Joint ventures are not acceptable.**

- 3.2. The **Technical Bid** shall include the following information and documents.

Sl No.	Particulars
1.	Cost of tender paper in online mode only
2.	E.M.D/Bid Security in online mode as per portal
3.	Copy of valid Contractors Registration Certificate (Original to be produced for verification)
4.	Copy of valid GST/GSTIN Registration certificate
5.	GST Return copies for the FY 2024-25 up to May-2025)
6.	Copy of PAN Card
7.	IT Return copies (FY 2021-22, 22-23 & 2023-24)
8.	Valid EPF Registration Certificate with latest challan copy
9.	Valid ESIC registration certificate with latest challan copy
10.	Affidavit for No Relationship Certificate
11.	Affidavit for any special exemption / preference if any along with required supporting documents.
12.	Works Experience certificates in executing similar nature of works to satisfy the eligibility criterion of the Tender.
(A)	List of projects executed that are similar in nature to the work (Schedule-D1).
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)

13. Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)
- (B) Affidavit (Schedule-F)
14. Audited Balance sheet for last three years showing turnover not less than 175.00 Lakhs in each year (for the FY 2021-22, 22-23 and 23-24)
15. **M.O.U with Electrical contractor duly notarized along with experience certificate & license copy**
16. Affidavit for Tools & Plants and machineries as per the requirement in Schedule-C.
17. Affidavit to submit labour license after allotment of work

**3.3 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.
- 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. been black listed/suspended 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 completed if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

**5. COST OF BIDDING:**

- 5.1** 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.
- 5.2** All the rates and prices in the bid shall cover all taxes, viz. any other local taxes ferry, tollage charges and royalties and any other charges Excluding GST as applicable under works contract.

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

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

**6. SITE VISIT: (Revised/substituted as per Works Deptt. Office Memorandum No.12366 dt.8.11.2013)**

- 6.1.** Every bidder is expected before quoting his rate to inspect the site of 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 in future date that the availability of materials at quarries has been misjudged can not be entertained. Bidders are advised to 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 an 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 other factors having a bearing on the execution of work.



- 6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the tender call notice.

## **B. BIDDING DOCUMENTS**

### **7. GENERAL INSTRUCTIONS:**

- 7.1 The description of the work is as mentioned under Invitation for Bid.
- 7.2 The bids uploaded by the Tender Inviting Officer shall 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 will be open for inspection by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. He is required to upload 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 all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings 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:**

- 8.1. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in Tender call notice/Bid. The officer inviting the Bid/Procurement officer-Publisher will clarify queries related to the tender.
- 8.2. **No paper copy of the bid shall be sold.**
- 8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid. If the same are uploaded without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and submit his bid.

### **9. AMENDMENT OF BIDDING DOCUMENTS:**

- 9.1. **Before the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2. **Any addendum/corrigendum/cancellation** thus issued shall be part of the bidding documents and shall be notified in the website [www.tendersodisha.gov.in/notice board](http://www.tendersodisha.gov.in/notice_board).
- 9.3. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/corrigendum/cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.
- 9.4. 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:**

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

### **11. DOCUMENTS COMPRISING THE BID:**

11.1. 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
- (iv) Contract Data
- (v) Specifications
- (vi) Drawings

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

A. **Cost of “Bid document” & “Bid Security”** shall comprise

- (i) Cost of Bid Document
- (ii) Bid Security in prescribed manner

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:

12.1. **In the E-Procurement Portal**, an intelligent Bill of Quantity in Microsoft Excel format (in .xls format) shall be made available to the bidder.

12.2. 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.

12.3. In case of **percentage** tender, the bidder shall write his name in the space provided in the specified location in the protected Bill of Quantities (BoQ) and type percentage excess or less up to two decimal place only in the designated cell and activate “less” or “excess” to indicate how much his price offer is excess or less than the estimated amount.

### 12.4. (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 concerned Joint Manager and Financial Advisor will remain present.

12.5. The **bidder** shall bid for the whole works as described in the Bill of Quantities.

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

12.7. All duties, taxes, Excluding GST as applicable under works contract 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 tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government/ Corporation will not entertain any claim whatsoever in respect of the same.



**12.8.** In the case of any bid where quoted percentage of rate appears 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.

**12.9.** 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 provide 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.

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

- (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law 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:**

**13.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees.

All payments shall be made in Indian National Rupees.

### **14. VALIDITY:**

**14.1.** 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 Bid. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.

**14.2.** 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. A bidder may refuse the request without any risk of forfeiture of his bid security.

**14.3.** A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

### **15.(A) PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENT :-**

**15.1** The Bidder shall furnish, as part of his Bid, cost of Bid document and Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of cost of Bid document and bid security within the designated period shall debar the bidder from participating in the online bidding system. The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

**15.2** Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "**Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids**".

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

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

**15.5** The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

**15.6** The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any. **The bid security of unsuccessful bidders will be returned after 28 days of the end of validity period specified in sub-clause 14.1.**

**15.7** The Bid Security may be forfeited

- a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
- b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid

- c. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 3.1,
- d. In the case of a successful bidder, if the bidder fails within the specified time limit to
  - (i) Sign the Agreement
  - (ii) Furnish the required Performance Security including additional performance security if any.

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

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

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

**15.3.** The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

**15.3.1.** Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

**15.3.2.** In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

**15.3.3.** The "online bidder" shall digitally sign on all the documents, certificates uploaded by him, owing responsibility for their correctness/authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and **his registration in the portal shall be blocked and the bidder is liable to be blacklisted.**

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

#### **D. SUBMISSION OF BIDS**

##### **16. BID SUBMISSION:**

**16.1.** The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

**16.2.** 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 consist of cost of Bid documents, EMD/Bid Security, GST, PAN, Registration Certificate, Affidavits, M.O.U agreement, Works in hand, List of machineries and any other information required by OIT. The financial bid shall consist of the Bill of Quantities(BOQ)and any other price related information/undertaking including rebates.

**16.3.** Bidder are to submit only the original BOQ (in .xls format) uploaded by procurement officer publisher (Officer inviting tender) after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission by the bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cell 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.

**16.4.** The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in portable document format (PDF) to the portal in the designated locations of Technical Bid.

**16.5.** The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the officer inviting tender. The bidder shall type rates in figure only in the rate column of respective items without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

**16.6.** The Bidder should ensure clarity/legibility of the document uploaded by him in the portal.

**16.7.** The bidder should check the system generated confirmation statement on the status of submission.

**16.8.** The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

**16.9.** Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.

**16.10.** The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.

**16.11.** The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

**16.12.** The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

**16.13.** The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

**16.14.** The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the Submission of bids declared as a holiday for the Officer Inviting the Bid.

**16.15.** All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

## **17. DEADLINE FOR SUBMISSION OF THE BIDS :**

**17.1.** Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bid can not be opened even by the OIT or the Procurement Officer Publisher/Opener before the due date and time of opening.

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

**17.3.** The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9, 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.

17.4. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.

17.5. Resubmission of bid shall require uploading of all documents including price bid afresh.

17.6. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

## **18. LATE BIDS :**

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

## **19. MODIFICATION AND WITHDRAWAL OF BIDS :**

19.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid afresh. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

19.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid citing reasons for withdrawal and upload the scanned document to portal in the respective bid before the closure of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19.3. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

## **E. OPENING AND EVALUATION**

### **20. OPENING OF THE BID:**

20.1. Bid opening dates are specified during tender creation or can be extended vide corrigendum. These dates are available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time to decrypt the bid submitted by the bidder. Bids cannot be opened before the specified date and time.

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

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

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

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

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

20.5.1. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

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

- 20.5.3. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 20.5.4. The electronically submitted bid will be taken up for evaluation with respect to Information furnished in Clause 3.
- 20.5.5. Immediately (usually within 3 or 4 days), the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 20.5.6. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.5.7. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.6. The Technical evaluation of all the bids will be taken up only as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the lowest bidder 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 of DTCN shall be taken against the bidder/contractor.
- 20.7. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids. The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification Information.
- 20.7.1. The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 20.7.2. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 20.7.3. At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 20.7.4. The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 20.7.5. Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 20.7.6. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.



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

**20.7.8.** Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

**20.7.9.** System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

## **21. PROCESS TO BE CONFIDENTIAL:**

**21.1. 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.

## **22. CLARIFICATION OF BIDS:**

**22.1** To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidders in writing/online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical Evaluation of the tender, Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document. The bidder will respond in not more than 7(seven) days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

**22.2** 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. **However the bidder is allowed to submit any additional document, if asked for by the officer inviting the bid, in writing.**

## **23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

**23.1.** During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid:-

- a. Has submitted legible documents for evaluation.
- b. Meets the eligibility criteria defined in *Clause 3* and;
- c. Is substantially responsive to the requirements of the bidding documents.

**23.2.** 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.

**23.3.** 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

- (a) Which affects in any substantial way the scope, quality, or performance of the works.
- (b) 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
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**23.4.** 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 non-conforming deviation or reservation.

**23.5.** 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.

**23.6.** For examination, evaluation and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

## 24. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS :

- 24.1 The competent authority on behalf of the SERIFED 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.
- 24.2 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.

## F. AWARD OF CONTRACT

### 25. AWARD CRITERIA:

- 25.1. The officer in charge 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. The Employer/Tender inviting Authority shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e mail confirmed by registered letter. This letter of acceptance will state the sum that the Managing Director, SERIFED will pay the contractor in consideration of execution completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
  - 25.3. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Tender inviting Authority
  - 25.4. Competent Authority on behalf of SERIFED 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.
  - 25.5. 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. If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for 3(three)years and action will be taken to blacklist the contractor. Besides the consortium/JV/Firm where such an agency/firm already happens to be or is going to be a partner/member/proprietor, he/they shall neither be allowed for participation in bidding for three years nor his/there application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.
- 26.1 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 27.2, his bid security shall stand forfeited.

### 27. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 27.1. In the E-Procurement Portal, the system shall generate the template of award letter, the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter, and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 27.2. The successful bidder shall within 7 days of issue of letter of acceptance, furnish the Performance security as per required clause of DTCN & additional Performance security (if any) within 7 days of opening of the financial bid as per required clause of DTCN in the prescribed form. The successful bidder shall sign the agreement **within 15 days of issue of Letter of Acceptance along with work programme**, failing which the **Managing Director** 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.
- 27.2.1. 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 & documents leading thereto & required amount of performance security including additional performance security as per sub clause 27.2 hereof.
  - b. Standard Bid Document P.W.D. Form **F2/P1 as the case may be**

27.3. The letter to proceed with the work shall be issued by **Managing Director**, SERIFED 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.

27.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the **Managing Director** of the major component of the work on behalf of the SERIFED.

27.5. Upon signing of the agreement by the successful bidder, the **Managing Director**, SERIFED will promptly notify the other bidders that their bids have been unsuccessful.

## 28. CORRUPT OR FRAUDULENT PRACTICES:

28.1. The **Managing Director** will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

## 29. BLOCKING OF PORTAL REGISTRATION

29.1. If the registration certificate of the contractor is cancelled/suspended by the registering authority/blacklisted by The competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

29.2. The portal registration blocked in the ground mentioned in the above Para-29.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

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

29.3.1. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

29.3.2. Fails to execute the agreement within the stipulated date.

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

29.3.4. Fails to furnish original documents as required under DTCN before the designated officer for verification within the stipulated date and time.

## 30. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

30.1. UNBLOCKING OF PORTAL REGISTRATION: Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

- EIC(Civil)-cum-CPO - Chairman
- Engineer-in-chief(WR) - Member Concerned Superintending Engineer
- Member Sr. Manager(Finance), SPC
- Member Officer Inviting Tender
- Member Chief Manager(Technical), SPC
- Convenor

30.2. The Chief Manager(Tech.) State Procurement Cell will be the convenor and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required and shall consider the recommendation of the Officer Inviting Tender for unblocking of portal registration. The quorum of the meeting will be four.

30.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the contractor whose portal registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his



portal registration along with a Treasury challan showing deposit of Rs.10,000/- (Rupees ten thousand) only (non-refundable) under the head of account '0059-Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager(Tech.), State Procurement Cell.

**30.4.** On receipt of recommendation from the concerned **Managing Director** along with the copy of challan as mentioned above, the Chief Manager (Tech.) being the member Convenor of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

**30.5.** After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2<sup>nd</sup> time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same and if considered proper he may report to the Chief Manager(Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/unblocking. If the committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

Government of Odisha

Works Department

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OFFICE MEMORANDUM

File No.07556900142018 (Pt.) - 18138 - W, dated, 5-12-18

Sub:- Amendment of Codal/Contractual Provision

After careful consideration Government have been pleased to decide to collect Earnest Money Deposit (EMD) @1% uniformly from the bidders while participating in tenders and to delete the provision for furnishing of additional EMD/Bid Security @1%, in case, the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the State, as contained in Clause-XV of Works Department Office Memorandum No.22348/W dated, 19.11.2005

1. The other conditions prevailing in Works Department O.M.No.22348/W dtd.19.11.2005 remain unaltered.
2. This shall take effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide their U.O.R. No.1559 /ACSF dt.30.08.2018.

  
EIC - cum- Secretary to Government

Memo No. 18139 W, dated, 5-12-18

Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

FA - cum- Addl. Secretary to Government

Memo No. 18140 W, dated, 5-12-18

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

  
FA - cum- Addl. Secretary to Government

Memo No. 18141 W, dated, 5-12-18

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

  
FA - cum- Addl. Secretary to Government

(P.T.O.)

Memo No. 18142 /W, dated, 5-12-18

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

*S. Kumar*  
4.12.18

FA - cum- Addl. Secretary to Government

Memo No. 18143 /W, dated, 5-12-18

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

*S. Kumar*  
4.12.18

FA - cum- Addl. Secretary to Government

Memo No. 18144 /W, dated, 5-12-18

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

4.12.18

FA - cum- Addl. Secretary to Government

Memo No. 18145 /W, dated, 5-12-18

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

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FA - cum- Addl. Secretary to Government

Memo No. 18146 /W, dated, 5-12-18

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.

*S. Kumar*  
4.12.18

FA - cum- Addl. Secretary to Government

Government of Odisha  
Works Department  
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**RESOLUTION**

File No.07556900142018- 16262 W, dated, 30-10-2018

**Sub:- Grant of Concession (s) to Scheduled Caste and Scheduled Tribe Contractors.**

Government have extended certain concessions to the Scheduled Caste and Scheduled Tribe Contractors regarding award of P.W.D. Works vide Resolution No.27748/W dt.11.10.1977. On the basis of the recommendation of Codes Revision Committee, it has now been decided to modify the aforesaid Resolution and allow the following facilities to the individual Scheduled Caste and Scheduled Tribe contractors for execution of P.W.D. Works.

1. The Scheduled Caste and Scheduled Tribe applicants desirous of enrolling themselves as Contractors are required to deposit 50% of the amount specified for various Classes of Contractors under Rule-7 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II.

2. The concessions / facilities for 10% Purchase Preference shall be allowed only to the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe having Registration Certificate up to "B" Class.

3. If the Tender of the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe is within 10% of the rate quoted by the lowest tenderer for any work, the work may be considered for award to him/her at the lowest tendered rate in relaxation of Rule-18 of Odisha General Financial Rules (O.G.F.R.), Volume-I and Para-3.5.14 of O.P.W.D. Code, Volume-I.

4. The Security Deposit (Earnest Money, Initial Security and Performance Security) at half the usual rate may be deposited/realized by/from the Scheduled Caste or Scheduled Tribe Contractors coming under the Categories up to "B" Class only as against the prescribed percentage under Rule-13 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II.

5. The above concession will take effect from the date of issue of this Resolution.

6. This order shall supersede Works Department Resolution No.27748/W dt.11.10.1977.

7. This has been concurred in by the Finance Department vide their U.O.R.No.92/WF-I dt. 09.10.2018.

Memo No.

16263

W, dated, 30-10-2018

EIC - cum- Secretary to Government

Copy forwarded to Principal Secretary to Hon'ble Chief Minister, Odisha / P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

FA - cum- Addl. Secretary to Government

(P.T.O.)



-2-

Memo No. 16264 W, dated, 30-10-2018  
 Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance Department for information and necessary action.

*S. K. Singh 29.10.18*  
 FA - cum- Addl. Secretary to Government

Memo No. 16265 W, dated, 30-10-2018  
 Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

*S. K. Singh 29.10.18*  
 FA - cum- Addl. Secretary to Government

Memo No. 16266 W, dated, 30-10-2018  
 Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

*S. K. Singh 29.10.18*  
 FA - cum- Addl. Secretary to Government

Memo No. 16267 W, dated, 30-10-2018  
 Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information & necessary action and wide circulation among subordinate offices.

*S. K. Singh 29.10.18*  
 FA - cum- Addl. Secretary to Government

Memo No. 16268 W, dated, 30-10-2018  
 Copy forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

*S. K. Singh 29.10.18*  
 FA - cum- Addl. Secretary to Government

Memo No. 16269 W, dated, 30-10-2018  
 Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail ([deputydirectorpp@redifmail.com](mailto:deputydirectorpp@redifmail.com)) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

*S. K. Singh 29.10.18*  
 FA - cum- Addl. Secretary to Government

Memo No. 16270 W, dated, 30-10-2018  
 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.

*S. K. Singh 29.10.18*  
 FA - cum- Addl. Secretary to Government

Government of Odisha  
Works Department  
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OFFICE MEMORANDUM

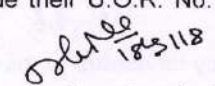
File No.07556900222018- 14459 W, dated, 20-09-2018

Sub:- Amendment to Para-3.5.5(v) of the OPWD Code, Volume-I.

After careful consideration Government have been pleased to make amendment to Para-3.5.5(v) of the Odisha Public Works Department Code, Volume-I with the following modification.

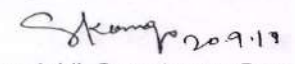
"Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder."

1. This shall take effect from the date of issue of this Office Memorandum.
2. The codal provision exist~~s~~ in Works Department Office Memorandum No.14299/W dt.03.10.2017 stand, partially modified to the above extent with effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide their U.O.R. No.1530-ACSF Dt.21.08.2018.

  
EIC - cum- Secretary to Government

Memo No. 14460 W, dated, 20-09-2018

Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

  
FA - cum- Addl. Secretary to Government

(P.T.O.)



-2-

Memo No. 14461 W, dated, 20-09-2018

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

*S. K. Singh 20.9.18*  
FA - cum- Addl. Secretary to Government

Memo No. 14462 W, dated, 20-09-2018

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

*S. K. Singh 20.9.18*  
FA - cum- Addl. Secretary to Government

Memo No. 14463 W, dated, 20-09-2018

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

*S. K. Singh 20.9.18*  
FA - cum- Addl. Secretary to Government

Memo No. 14464 W, dated, 20-09-2018

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

*S. K. Singh 20.9.18*  
FA - cum- Addl. Secretary to Government

Memo No. 14465 W, dated, 20-09-2018

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

*S. K. Singh 20.9.18*  
FA - cum- Addl. Secretary to Government

Memo No. 14466 W, dated, 20-09-2018

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

*S. K. Singh 20.9.18*  
FA - cum- Addl. Secretary to Government

Memo No. 14467 W, dated, 20-09-2018

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.

*S. K. Singh 20.9.18*  
FA - cum- Addl. Secretary to Government

**DETAILED TENDER CALL NOTICE**

1. The **Item** rate bids are invited in **double cover system** from “B” and “A” class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways experienced in executing similar type of works for execution of composite works (Civil, Landscaping, pathways, PH and Electrical) on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in SERIFED agreement form for the work “Incubation Cum Training Centre at Existing Building of Bunakar Bazar, Balijury, Behera, Bargarh an estimated cost of put to tender of Rs. 1,86,29,600/- (Excluding GST). Contractors not registered with Govt of Odisha can participate in the e-procurement after necessary enrolment in the portal but have to be subsequently registered themselves the appropriate registering authority of the statement before accrued of the work as per prevalent registration norms of the state .
- (a) This tender is on Composite basis and only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material for the work.
- (b) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.
2. The Bid documents are available in the official website of Govt: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) from **Dt:-10.06.2025 to 04.07.2025 up to 5:00 P.M. for online bidding.**
3. The Technical bid documents (Cover-I) will be opened by the assigned officer online at **11:30 A.M. on Dt:-05.07.2025** in the presence of the bidders or their authorized representatives who wish to attend. After evaluation of the documents contained in cover-1(Technical Bid), the containing financial bids of the technically responsive bidders will be opened. The online opening of financial bid will be intimated to the eligible qualified bidders through system generated portal.
4. (i) The cost of Bid documents in online mode shall be transferred for **Rs.10, 000.00 & Rs.1, 800.00 towards cost and GST** of each bid respectively. Money should be transferred online on or before the last date of receipt of the Bid. The online bid must be accompanied with the scanned copies of deposit reference.  
(ii) When the bid amount is less than estimated cost put to tender, the cost of Additional Performance Security in shape of Demand Draft/Term Deposit/ Bank Guarantee/ Postal deposit etc. in favour of **SERIFED Ltd. Payable at Bhubaneswar** is to be submitted in the office of **SERIFED Ltd., Bhubaneswar by the successful bidder who shall deposit the same within seven(7) days of opening of the financial Bid and ISD within seven days of issue of letter of acceptance as required clause of DTCN or else the bid of the successful bidder would be cancelled and the security deposit would be forfeited .If permissible in law further proceedings for black listing would be initiated as per law .**
5. The bid is to be submitted in two covers.  
(i) Cover-I is to contain scanned copies of following documents.

Sl No.	Particulars
1.	Cost of tender paper in online mode only
2.	E.M.D/Bid Security in online mode as per portal
3.	Copy of valid Contractors Registration Certificate (Original to be produced for verification)
4.	Copy of valid GST/GSTIN Registration certificate
5.	GST Return copies for the FY 2024-25 up to May-2025)
6.	Copy of PAN Card
7.	IT Return copies (FY 2021-22, 22-23 & 2023-24)
8.	Valid EPF Registration Certificate with latest challan copy
9.	Valid ESIC registration certificate with latest challan copy
10.	Affidavit for No Relationship Certificate
11.	Affidavit for any special exemption / preference if any along with required supporting documents.
12.	Works Experience certificates in executing similar nature of composite works (Civil, Landscaping, pathways, PH and Electrical) to satisfy the eligibility criterion of the Tender.
(A)	List of projects executed that are similar in nature to the work (Schedule-D1).
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)



13. Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)
  - (A) Affidavit (Schedule-F)
  14. Audited Balance sheet for last three years showing turnover not less than 175.00 Lakhs in each year (for the FY 2021-22, 22-23 and 23-24)
  15. **M.O.U with Electrical contractor duly notarized along with experience certificate & license copy**
  16. Affidavit for Tools & Plants and machineries as per the requirement in Schedule-C.
  17. Affidavit to submit labour license after allotment of work
- (ii) Cover-II is to contain the financial bid duly filled in and signed by the bidder.
6. **The amount towards Bid security/EMD of 1% of the amount put to tender as specified in IFB should be deposited online as per instruction in the portal.**
  7. The intending bidders are required to produce documents viz original Registration, valid **GST/GSTIN registration** Certificate, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, preferably within **2(Two)** working days from the date of opening of the tender. Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection.
  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. All **bids** received will remain **valid** for a period as specified in the **Contract Data**. After the deadline date for submission of bids and **validity of bids** can also be extended if agreed to by the bidder and the Department.
  10. **The civil contractor in order to take part in the composite tender should enter into an M.O.U. (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid H.T. / L.T. license; for execution of electrical installation and other electrical works and a copy of such M.O.U. should be attached with the tender as per the proforma at Schedule- J which shall form a part of tender. A copy of electrical license should also be enclosed with the tender papers, the original of which need to be furnished during verification. The above M.O.U. is not required in case of the civil contractor having valid registration in H.T. / L.T. electrical license with the same name & style.**
  11. The tenderer shall furnish along with their tender a list of works executed during the last **five years** duly certified by the concerned authority not below the rank of **Executive Engineer/Divisional Engineer/Project Manager** indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of schedule-D1 and D2 on online.  
The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge not below the rank of an **Executive Engineer/Divisional Engineer/ Project Manager**.
  12. **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 duly swear in before the Executive magistrate/Notary 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.**
  13. The bid shall include following information and documents.

Sl No.	Particulars
1.	Cost of tender paper in online mode only
2.	E.M.D/Bid Security in online mode as per portal
3.	Copy of valid Contractors Registration Certificate (Original to be produced for verification)
4.	Copy of valid GST/GSTIN Registration certificate
5.	GST Return copies for the FY 2024-25 up to May-2025)
6.	Copy of PAN Card

7. IT Return copies (FY 2021-22, 22-23 & 2023-24)
  8. Valid EPF Registration Certificate with latest challan copy
  9. Valid ESIC registration certificate with latest challan copy
  10. Affidavit for No Relationship Certificate
  11. Affidavit for any special exemption / preference if any along with required supporting documents.
  12. Works Experience certificates in executing similar nature of composite works (Civil, Landscaping, pathways, PH and Electrical) to satisfy the eligibility criterion of the Tender.
  - (A) List of projects executed that are similar in nature to the work (Schedule-D1).
  - (B) Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)
  13. Information regarding current litigation, debarring / expelling of the tender or abandonment of
    - (A) the work by the tenderer (Schedule-E)
    - (B) Affidavit (Schedule-F)
  14. Audited Balance sheet for last three years showing turnover not less than 175.00 Lakhs in each year (for the FY 2021-22, 22-23 and 23-24)
  15. **M.O.U with Electrical contractor duly notarized along with experience certificate & license copy**
  16. Affidavit for Tools & Plants and machineries as per the requirement in Schedule-C.
  17. Affidavit to submit labour license after allotment of work
14. **No Relation certificate.**
- The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the SERIFED or Assistant/Under Secretary & above in the Home Department. 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.
14. If an individual makes the application, the individual should sign (with DSC) above his full type written name and current address.
  15. 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.
  16. 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.
  17. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
  18. 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.
  19. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
  20. The work is to be completed in all respects within Eleven (11) calendar months from the date of issue of work order. 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 damages will be imposed.
  21. **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 (put to Tender) in the Price Bid appended to the tender document.
    - 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. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid **Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.

- iii. 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 points shall only be considered without rounding off.
  - iv. In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
  - v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of **Authority**, SERIFED is mandatory before making any payment.
  - vi. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of **Competent Authority of SERIFED**.
  - vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
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. (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

(ii) Amendment to 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. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

**25. (i) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.**

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

**(ii) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II (Works Department O.M.No.10224 dtd 1.9.2015.**

**If the rate quoted by the SC & ST category contractors comes to 14.99% (decimal up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of Works Department Resolution No.27748 dt.11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other category of contractors whose rates are 14.99% less than the estimates cost.**

**Additional performance Security:**

**(iii) 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 is less than the estimated cost put to tender. In such an event, the successful bidder who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in

shape of Demand Draft / Term Deposit/ Bank Guarantee/ Postal deposit in favour of **The Odisha Co-op Tassar and Silk Federation Ltd. Payable at Bhubaneswar is to be submitted who shall deposit the same within seven(7) days of opening of financial bid as required under** DTCN, failing which the bid of the successful bidder would be cancelled and the security deposit would be forfeited .**The bidders registration in the portal shall be blocked and he is liable for blacklisting.**

26. 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.
27. The tender containing extraneous conditions not covered by the tender notice are liable for rejection.
28. i) Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
30. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code. The retention of E.M.D. with the Ltd. will carry no interest.
31. 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 (Here in after and in the contract called the "Contract Price").
32. The notification of award will constitute the formation of the contract, subject only to the furnishing of a Performance Security (Initial Security Deposit) **within 7 (seven) days from the issue of letter of acceptance** and Additional Performance Security as per required Clause of DTCN within 7 days of opening of the financial bid in form 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 **The Odisha Co-operative Tassar & Silk Federation (SERIFED) Ltd. Payable at Bhubaneswar** and in no other form . **The performance security (I.S.D)** shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments/machineries from outside the State ,if any) and the bidder shall sign the agreement in the **PWD Form P-1** for the fulfillment of the contract in the office of the **Managing Director, SERIFED at Bhubaneswar** or as directed. The performance security deposit and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
33. 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. he 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.
34. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)** .No **contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the SERIFED. The security will be refunded after **One year** of completion of the work and payment of the final bill and will not carry any interest.
35. 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.
36. **Amendment to Para 3.5.18 Note – viii of OPWD Code Vol-I**

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

37. Amendment to Para 3.5.14 Note – I of OPWD Code Vol.-I

If L-1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder. If fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled in case a contractor is black listed. It will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the State.

38. The Civil, E.I. and P.H. works can be proceeded simultaneously but, **all the three components of work must be completed within the period of contract** as specified in DTCN/TCN.

The contractor should submit the respective work programme for Civil, P.H. and E.I. portions in consultation with the concerned **Engineer in-charge / Executive Engineer**, as the case may be, before drawal of agreement and date of commencement and completion for this agreements be fixed suitably so that all the three parts are completed within the period of contract from the date of issue of work order and the date of completion.

39. Any deviation in execution of Civil, P.H. and E.I. items of respective agreement will mean deviation to the composite work as a **Whole**. The **Engineer in-charge** will keep note and deal such deviation as per relevant clauses of Agreement and DTCN / Code at their level. The financial implications thereby must be informed to Authority.

- c. Similarly, extension of time if applied by the contractor will mean and amount to extension of time for the composite work as a whole and thus will be dealt with by concerned **Engineer in-charge / Executive Engineer**, as the case may be, as per relevant clause of P1 agreement & DTCN / Code.
- d. In case of necessity felt by **Executive Engineer/ Divisional Engineer**, as the case may be, regarding slow progress of work or otherwise suitably asking the contractor for a revised work programme and to remove the bottlenecks of any sort on the way to completion of the composite work which in turn be submitted to Head Office for approval of competent authority.

40. The Civil contractor who has put the tender for the work in DTCN, will alone be responsible and answerable to the **SERIFED** authority or any other competent authorities as regards to defects in the work, slow progress in the work or any other recessional parameters that may crop up during execution of the work as a whole comprising of Civil, PH and E.I parts. When any part of the work may be Civil, P.H. or E.I., is considered by the Engineer-in-Charge or SERIFED authority not to be in coherence with the agreement condition or their specifications as in the DTCN, then the contract for the total work in TCN will lead to its revision by the SERIFED if felt necessary.

41. 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.

42. The contractor should be liable to fully indemnify the SERIFED for payment of compensation under workman Compensation Act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

43. Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works

Department Letter No.-VII-(R&B) /5225 Dtd. 26.02.55 and No.IIM- 56/61-28842(5) Dtd.27.09.61 as amended from time to time .

44. 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 **Employer/ Authority** , as the case may be, will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the **Executive Engineer/ Authority**, as the case may be, is final and binding on the contractor.

45. **The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.**



- a) Rent, royalties, cess and other charges of materials and all other taxes including GST from time to time, Ferry tolls, conveyance charges and other cost on account of land building including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineering-Charge of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
  - b) Royalty will be recovered from each bill as notified by Govt. from time to time unless Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
  - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
  - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.
  - e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
  - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
  - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
  - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
  - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
46. 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.
- 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.
47. 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 there is any order 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 at the discretion of the Authority.
48. 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.
49. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the **SERIFED** during office hours every day 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.
50. Bidders are required to go through each clause of P.W.D. Form F2/P1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form F2/ **P-1** with latest

amendments shall **supersede** the condition of D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.

51. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
52. 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.
53. Concrete should be machine mixed unless otherwise ordered in writing by the **Executive Engineer/ Engineer in-charge**. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
54. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
55. 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.
56. 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.
57. If the bidder removes SERIFED 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.
58. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Engineer in-charge subject to the availability of the materials. The 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 SERIFED. The SERIFED 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.
59. 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.
60. 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.
61. 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.
62. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
63. After completion of the work, the contractor shall arrange at his own cost all **requisite** equipments for testing of electrical installations in the building, if felt necessary and the entire cost of such test, including the inspection by the Electrical Inspectorate group will be borne by the contractor.
64. The safety certificate of the EI work will be furnished by the agencies after getting necessary verification from the electrical inspector/equally competent authority responsible for the work prior to Energisation of the building.
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 encountered during soil test at field which must be taken in advance of actual execution of the foundation.
66. Wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The contractor has to do dewatering by bailing out water from the foundation, pipe line trenches, septic tank / soak pits / sumps / manhole etc. either rain water or sub soil water if necessary within his quoted percentage rate.
67. No claim for carriage of water what-so-ever will be entertained.

68. The contractor shall employ one or more Engineering Graduate or Diploma holders for supervision of above work is mandatory.
69. 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.
70. 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.
71. Prevailing rate of GST, on the gross amount of the bill will be deducted from the contractor's bill, as applicable by Govt. from time to time.
72. 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 Authority 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 revenue of concerned department.
73. Labour Cess @ 1 (one)% of the amount of the estimated cost as per Tender notification read with latest corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
74. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
75. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
76. **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 Engineer-in-charge. No extra cost towards conducting of test and reports etc. shall be entertained.
77. Any defects, shrinkage or other faults which may be noticed within **12 (twelve) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer in-charge 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 **12 (twelve) calendar months** from the date of successful completion of the work.
78. 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 SERIFED harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
79. Where it will be found necessary by the SERIFED, the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the **SERIFED** Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the Authority / SERIFED and shall not be removed from the site of work without written permission of the **Executive Engineer / Authority as the case may be** and to be submitted to the Engineer-in-charge every month.



80. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained. The soil test as required for the work shall be taken up by the contractor through Government authorized agency and the cost there in shall be borne by the contractor.
81. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa P.W.D. Code, NBC, Bridge code and MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
82. No part of the contract shall be sublet without written permission of the concerned **Aurhotity / Executive Engineer, as the case may be**, or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
83. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
84. Any damages caused by natural calamities should be done by the contractor at his own cost. The SERIFED will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
85. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the site & power supply etc. are the responsibility of the contractor.
86. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
87. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
88. In case of any extra claim beyond the agreement, the genuineness of the claim shall be decided at the discretion of the Authority / Executive Engineer for necessary payment.
89. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Ltd., Bhubaneswar:
  - (a) Making a false statement or declaration.
  - (b) Past record of poor performance.
  - (c) Past record of abandoning the work half way/ recession of contract.
  - (d) Past record of in-ordinate delay in completion of the work.
  - (e) Past history of litigation.
90. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentives against the tenderer.
91. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

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

## 92. Time Control

- a. Progress of work and Re-scheduling programme:-
  - i) Before acceptance of the 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 damages will be imposed.
  - ii) The Managing Director / Executive Engineer shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
  - iii) To ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete,  $\frac{1}{4}^{\text{th}}$  of the whole of the work before  $\frac{1}{4}^{\text{th}}$  of the whole time allowed under the contract has elapsed,  $\frac{1}{2}$  of the whole

of the work before ½ of the whole time allowed under the contract has elapsed, 3/4<sup>th</sup> of the whole of the work before 3/4<sup>th</sup> of the whole time allowed under the contract has elapsed.

- iv) If at any point of time during contract period, it would appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given, the Contractor shall produce, at the request of the Engineer-in-Charge, a revised work programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- v) An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- vi) The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

**b) Extension of the Completion Date**

- i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15<sup>th</sup> day or such time period as mentioned in Letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- ii) The Contractor shall submit the Time & Progress Chart for each milestone Quarter wise indicating each month and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- iii) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
  - (1) Force majeure, or
  - (2) Abnormally bad weather, or
  - (3) Serious loss or damage by fire, or
  - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
  - (5) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
  - (6) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
  - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

- iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen (14) days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- v) In any such case, a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

**c) Compensation for Delay.**

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

**d) Bonus for early completion**

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations, it is mandatory on the part of the concerned Engineer in-charge / Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the Managing Director, Ltd. The incentive for timely completion should be on a graduated scale of one percent to 5 (Five) percent of the contract value. Assessment of incentives may be worked out of earlier completion of work in all respect in the following scale:

- Before 30 % of contract period = 5 % of Contract Value
- Before 20 to 30 % of contract period = 4 % of Contract Value
- Before 10 to 20 % of contract period = 3 % of Contract Value
- Before 5 to 10 % of contract period = 2 % of Contract Value
- Before 5% of contract period = 1 % of Contract Value

**e) Management Meetings**

- i) Either the Engineer-in-Charge or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- ii) The Engineer-in-Charge shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Managing Director, Odisha Co-op

Tassar & Silk Federation (SERIFED) Ltd. The responsibility of the parties for actions to be taken to be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**f) Rescission of Contract**

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer / Managing Director shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

93. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No. 3365, dt. 01.03.2017 of Works Department, Orissa. As per said amendment a Contractor may be blacklisted.
  - a. Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
  - b. Involvement in any sort of tender fixing.
  - c. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
  - d. Persistent and intentional violation of important conditions of contract.
  - e. Security consideration of the State i.e. any action that jeopardizes the security of the State. Submission of false/ fabricated / forged documents for consideration of a tender.
94. Building and other Construction Workers Welfare Cess @ 1% of the estimated cost as per tender notification read with latest corrigendum, if any, will be proportionately deducted from the contractor's bill at the time of making payment of each bill.
95. The tenderers are required to go through each clause of P.W.D. Form P<sub>1</sub> carefully in addition to the clauses mentioned here in before tendering.
96. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the Electrical Inspector / equally Competent Authority responsible for the work prior to energisation of the building.
97. **Special clauses to SC / ST Contractors.**
  - i. The Contractor / agency having ST / SC licence who has already availed price preference once in last two years will not be eligible for availing such facility in this tender.
  - ii. The Contractor / agency having ST / SC licence who is willing to avail price preference, need to furnish an undertaking that he / she / they has / have not availed such facility in last two years. In case of suppression of fact, the bid security / EMD will be forfeited.
  - iii. The Contractor / Agency who has applied for availing price preference and subsequently decline to come down to execute the work on the price of lowest bidder as per prevailing codal provision, shall not be eligible to get back his / her / their bid security / EMD as it will be forfeited and Competent Authority will be moved to block the DSC.
98. **EIGIBILITY CRITERIA: - To be eligible for qualification, applicants shall furnish the followings.**

Sl No.	Particulars
1.	Cost of tender paper in online mode only
2.	E.M.D/Bid Security in online mode as per portal
3.	Copy of valid Contractors Registration Certificate (Original to be produced for verification)
4.	Copy of valid GST/GSTIN Registration certificate
5.	GST Return copies for the FY 2024-25 up to May-2025)
6.	Copy of PAN Card
7.	IT Return copies (FY 2021-22, 22-23 & 2023-24)
8.	Valid EPF Registration Certificate with latest challan copy
9.	Valid ESIC registration certificate with latest challan copy
10.	Affidavit for No Relationship Certificate

11. Affidavit for any special exemption / preference if any along with required supporting documents.
12. Works Experience certificates in executing similar nature of composite works (Civil, Landscaping, pathways, PH and Electrical) to satisfy eligibility criterion of the tender.

The bidders must satisfy at least one of the following work experience conditions during last 5 years. Certificates from concerned authority not below the rank of Divisional Engineer / Executive Engineer / Project Manager must be enclosed for the work. He / she should have executed.

(a) Three similar works each costing not less than as equal to 80.00 lakhs or more.

or

(b) Two similar works each costing not less than equal to 95.00 lakhs or more.

or

One similar works each costing not less than equal to 160.00 lakhs or more.

- (A) List of projects executed that are similar in nature to the work (Schedule-D1).
- (B) Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)
13. Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)
- (B) Affidavit (Schedule-F)
14. Audited Balance sheet for last three years showing turnover not less than 175.00 Lakhs in each year (for the FY 2021-22, 22-23 and 23-24)
15. **M.O.U with Electrical contractor duly notarized along with experience certificate & license copy**
16. Affidavit for Tools & Plants and machineries as per the requirement in Schedule-C.
17. Affidavit to submit labour license after allotment of work

**Non-furnishing of the above documents, the bid will be liable for summarily rejection.**

**99. Defect Liability: -**

The Engineer shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion of the work and continues for next **12 (twelve) months**. The defects liability period shall be extended for as long as defects remain to be corrected. Every time notice of defect is given, the contractor shall correct the notified defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in the Engineer's notice. The Engineer-in-charge will assess the cost of having the defects corrected and the contractor will pay the amount.

**Total: - 99 (Ninety-Nine) clauses only.**

Submitted for kind approval	Approved

**(Total 99 Clauses)**

**APPROVED**  
MANAGING DIRECTOR,  
SERIFED



## TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Concrete	I.S. 456
4.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
5.	Binding wire	I.S. 280 (galvanized minimum 1 mm)
6.	Construction joints	I.S. 3414

### TECHNICAL SPECIFICATIONS OF P.H. PORTION OF WORK

#### A) WATER SUPPLY & SANITARY INSTALLATIONS :

Materials of following standard manufacturers are to be used in the work. The contractor shall indicate, in the offer, the brand or make of the materials, for which the rates are quoted.

##### (a) Sanitary fixtures : Hindustan Sanitary Ware/Parry Ware/Neycer / Cera ISI marked.)

To be of best quality vitreous ware of porcelain.

- (i) Indian water closet
- (ii) Foot Rests
- (iii) Wash Hand Basin
- (iv) Kitchen Sink
- (v) Urinals
- (vi) Drain Board
- (vii) Orissa Closet
- (viii) European Water Closet & Low Level Flushing Cistern.

##### (b) C.I. High Level Flushing Cisterns : Sushila Industries Prabhat Iron Foundry/ East India Steel / I.S.I. marked. “

##### (c) H.C.I. Soil Waste Pipes: Confirming to I.S.I. 1729-1954, having

I.S.I. Mark.

##### (d) C.P. Bath Room Fittings: ZJM / Kingstone / Jaquar I.S.I. marked &

confirming to-latest ISS

##### (e) Brass Fittings : Anupama /Luster/I.S.I.Marked.

##### (f) Gunmetal Valves : Anupama / Leader / B.S.I.S.I. marked.

##### (g) G.I. Pipes (Medium Class): Manufactured by TATA / JINDAL / B.ST.

having I.S.I. Mark.

##### (h) Galvanized Iron fittings : I.S.I. marked C/R brand.

##### (i) Paints: Asian /Berger / Jonson/Confirming to I.S.S

- (j) **Cast Iron Manhole cover frame:** Sushila Industries / Prabhat Iron Foundry/  
East India Steel make confirming to I.S.S.  
7.26
- (k) **Stone Ware Pipes & Fittings:** Manufactured by Orissa Ceramic Industries /  
Orissa industries / Keshab Ceramic  
confirming to I.S.S. Specification  
No.6511980 (Grade A)
- (l) **P.V.C.(S.W.R.)&P.V.C(Rigid.)  
Pipe/Fittings:** Manufactured by the Supreme Industries  
Ltd., Bombay/ Oriplast, Balasore Duroplast  
confirming to I.S Specification No. 4985/81  
(Class IV)

**SCHEDULE-A****CERTIFICATE OF NO RELATIONSHIP**

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

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

(\*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

**SCHEDULE-B**

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED  
GRADUATE ENGINEER / DIPLOMA HOLDERS ( for Super  
class / special class / A class contractors only )**

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

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

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

Signature of the tenderer .

Date:-

**ANNEXURE – I OF SCHEDULE-C****LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK  
(MINIMUM REQUIREMENT)**

Sl No	List of plants and equipments	Requirement	Marks
1	Truck/Tipper	2 Nos.	20
2	Concrete Mixer	2 Nos.	20
3	Needle Vibrator	2 Nos.	05
4	Plate Vibrator	2 Nos.	05
5	Water Tanker	2 Nos.	10
6	Generator	1 No.	10
7	Steel Centring Shuttering Material	1200 Sqm	30
		<b>TOTAL</b>	<b>100</b>

**NOTE:**

1. Capacity of each plant and equipment should be as per specification attached separately.
2. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
3. The equipment mentioned above must be included in Schedule “C” and clearly indicated as “Owned/leased.”
4. The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
5. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

Signature of Tenderer

**SCHEDULE “C”****PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK**

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference document evidence	Remarks	
		No. of Units	Kind and make	Capacity	No. of each	Year of manufacture	Present	No. of each	Capacity	Through lease				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	

A. Construction Equipments, B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1. If leased indicate the date when the current lease expires

Signature of Tenderer

**SCHEDULE-D1****WORKING EXPERIENCE****D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED**

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

Counter signed by

**Executive Engineer/Divisional Engineer/Project Manager****Signature of Tenderer****SCHEDULE-D2****WORKING EXPERIENCE****D- 2. LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS**

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

Counter signed by

**Executive Engineer/Divisional Engineer/Project Manager****Signature of Tenderer**





**SCHEDULE-G**

<b>Description of works</b>	<b>Place &amp; State</b>	<b>Contract No</b>	<b>Name &amp; Address of Employer</b>	<b>Value of contract (Rs. In lakhs)</b>	<b>Stipulated period of completion</b>	<b>Value of works remaining to be completed (Rs. In lakhs)</b>	<b>Anticipated date of Completion.</b>

The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer or equivalent. In case of there is no existing commitment and ongoing works, the bidder will furnish a declaration in shape of affidavit that he has no work in hand in schedule-G. If it found in correct the bid shall be summarily rejected.

Signature of the Tenderer

Date.....

**SAMPLE FORMATS**  
**UNDER TAKING**

**This is to certify that**

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.
2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.
3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha or other gazetted officer retired from Government service during last two years without prior permission of the Government of Odisha in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid.

Signature of the Tenderer.

Date:-

**Note:** i. Strike out whichever is not applicable

- ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

**RELATIONSHIP DECLARATION****To,****The Tender Inviting Officer,****Subject: ( Name of the Work)****Reference : (Bid reference number)****Sir,**

Pursuant to clause 2 of the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the \_\_\_\_\_ Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

Pursuant to clause 2 of the ITB, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the \_\_\_\_\_ Department.

<b>Sl No.</b>	<b>Name of the my employee and his designation in the firm</b>	<b>Presently working at</b>	<b>Details of his relatives working in the Department</b>
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the \_\_\_\_\_ Department. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature of the Tenderer.

Date:-

**SCHEDULE – J**  
**MEMORANDUM OF UNDERSTANDING**

First Party I Sri/Smt....., Aged .... years, S/O ..... , At /  
P.O. / Dist-..... (here in after called the First Part)

**AND**

Second Party I Sri/Smt....., Aged .... years, S/O- ..... , At /  
P.O. / Dist-..... (here in after called the Second Part) having H.T. / L.T. license registration  
No..... valid up to .....

AND WHEREAS the First Party of 1st part is the managing partner of .....  
AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the  
tender work, “.....”

AND WHEREAS the Second Party accepted the offer of First Party.

**NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;**

- 1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
- 2) That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Engineer-in-Charge.
- 3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
- 4) That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.

In witness where of Both the party have signed in presence of

**WITNESS**

W1 –

W2 -

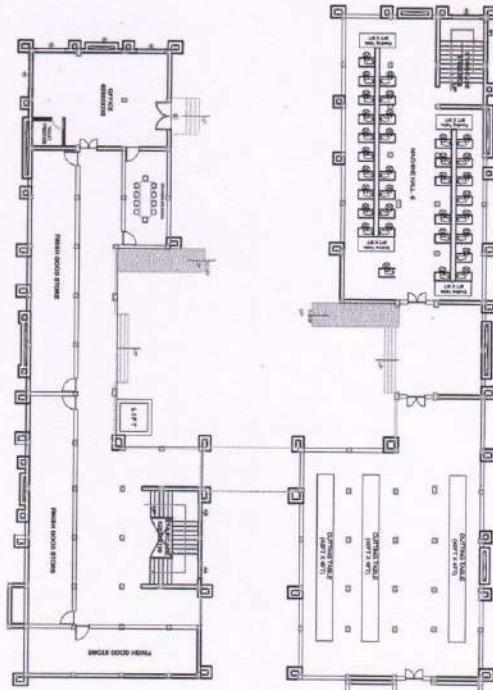
Total: - 55 (Fifty-Five) pages only

**SUBMITTED**

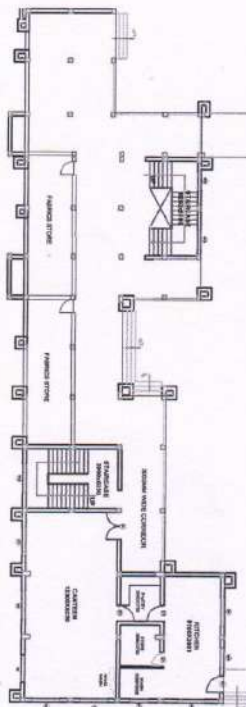
**Managing Director,**  
**SERIFED, Bhubaneswar**



PLAN FOR PROPOSED INCUBATION-CUM TRAINING CENTER AT EXISTING BUILDING, BUNAKAR BAZAR, BEHERA, BARGARH

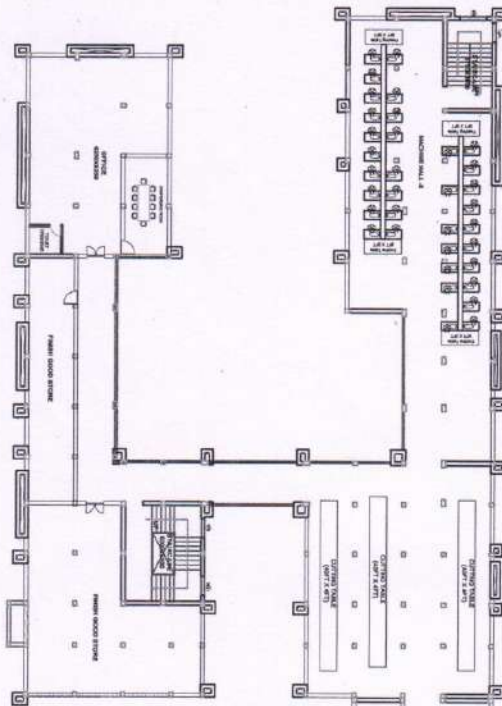


ENTRY GATE  
GROUND FLOOR PLAN

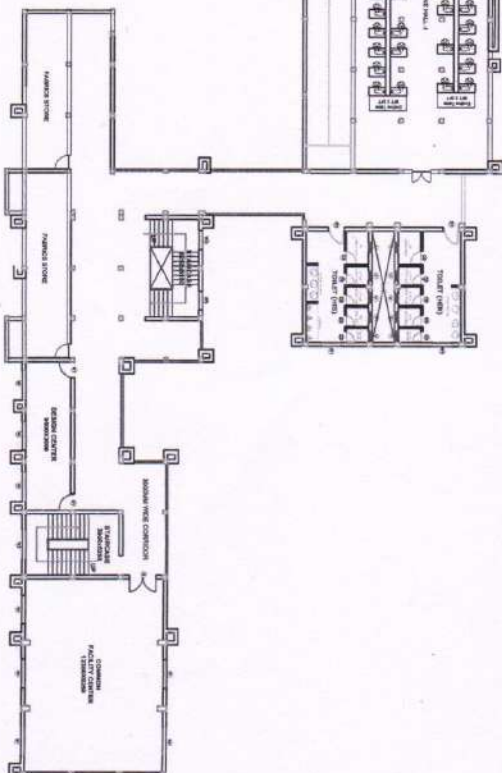


*Signature*  
Junior Engineer  
Odisha Co-op. Tassar  
& Silk Federation Ltd.  
SERIFED, Bhubaneswar

*Signature*  
Assistant Engineer  
Odisha Co-op. Tassar  
& Silk Federation Ltd.  
SERIFED, Bhubaneswar



**FIRST FLOOR PLAN**



Junior Engineer  
Odisha Co-op. Tassar  
& Silk Federation Ltd.  
SERIFED, Bhubaneswar

Assistant Engineer  
Odisha Co-op. Tassar  
& Silk Federation Ltd.  
SERIFED, Bhubaneswar