



GOVERNMENT OF ODISHA

FOREST, ENVIRONMENT
AND
CLIMATE CHANGE DEPARTMENT

DETAIL TENDER CALL NOTICE

FOR THE WORK

**Construction of External Civil work, Reception Block, Staff
Cottage & Guest Cottage (6 nos.) at Mandira Dam, Laing
of Rajgangpur Range, Rourkela Forest Division**

**OFFICE OF THE DIVISIONAL FOREST OFFICER,
ROURKELA FOREST DIVISION, ROURKELA.**



ବନଶସ୍ତ୍ର ଅଧିକାରୀ ତଥା ବନ୍ୟପ୍ରାଣୀ ତତ୍ତ୍ୱାବଧାରକଙ୍କ କାର୍ଯ୍ୟାଳୟ, ରାଉରକେଲା

**OFFICE OF THE DIVISIONAL FOREST OFFICER CUM WILDLIFE WARDEN
ROURKELA FOREST DIVISION, ROURKELA, SUNDARGARH, ODISHA
Phone No. 0661-2664637, Fax No. 0661-2664638, e mail- dforourkela.od@gov.in**

INVITATION FOR BIDS (IFB)

E-Procurement Bid Identification No. 539 RKL-F.E & C.C/2022-23, Date: 28.12.2022

1. Sealed tender in the prescribed form to be eventually drawn-up in Standard Forest Department Form P-1 (Percentage Rate Bids) in conformity with the Detailed Tender Call Notice is invited by the Divisional Forest Officer, Rourkela Forest Division, Rourkela on behalf of Governor of Odisha in **DOUBLE COVER SYSTEM** only on **"ONLINE"** for the construction of works as detailed in the table below from **"A" Class Contractors** registered with the State Government and contractors of equivalent grade / Class registered with Central Government / MES / Railways for execution of Civil Works, on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the following works separately.

Sl. No.	Name of the Work	Value of work (in Rs.)	Class of Contractor	Concerned DFO with Head Quarters	Security (in Rs.)	Cost of document (in Rs.)	Period of Completion
1	2	3	4	5	6	7	8
1.	Construction of External Civil work, Reception Block, Staff Cottage & Guest Cottage (6 nos.) at Mandira Dam, Laing of Rajgangpur Range, Rourkela Forest Division	4,85,95,883.00	"A" Class	Divisional Forest Office, Rourkela Forest Division.	Bid Security Declaration	10,000/- + 18% GST = 11,800/- (Online)	06 (Six) Calendar Months

2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the official website: **www.tendersodisha.gov.in / www.odishaforest.in / www.sundargarh.nic.in.**
3. The bidder shall transfer online towards cost of bid documents for amount specified for the work in the table at Sl.1 (Col.-7) above for each bid respectively through a process as mentioned in the DTCN.
4. The bidder shall produce "Bid Security Declaration" towards Earnest Money Deposit / Bid Security as per Sl.1 (Col.6) of the table above as part of its Bid through a process as mentioned in the DTCN.
5. The Bid Documents will be available in the website: **www.tendersodisha.gov.in / www.odishaforest.in / www.dforourkela.in / www.sundargarh.nic.in** from **01:00 P.M.** of dated **31.12.2022** to **05:00 P.M.** of dated **14.01.2023** for online bidding.
6. The bidders must possess compatible Digital Signature Certificate DSC of Class – II or Class – III.
7. Bids shall be received only **"Online"** on or before **05:00 P.M.** of dated **14.01.2023**.
8. Bids received online shall be opened at **11:00 A.M. on dated 16.01.2023** in the Office of the Divisional Forest Officer, Rourkela Forest Division, Rourkela in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

9. Engineering contractors who are desirous to avail the facility of exemption of EMD / ISD are required to submit the scan copy of affidavit along with bid document to the effect that he / she had not yet availed the facility during current financial year as per codal provision.
10. The SC / ST contractors willing to avail the facilities as fixed by Govt. will submit scan copy of the affidavit for the same along with tender document; otherwise, they will not be entitled to avail such facilities.
11. Additional Performance Security shall be submitted by the successful bidder when the bid amount is less than the estimated cost put to tender as per DTCN Clause.
12. The Original documents uploaded by the bidder in the eProcurement system of Govt. of Odisha pertaining to this bid shall be presented before the tender selection committee at **11:00 A.M.** in the conference hall of DFO, Rourkela on Dt: **17.01.2023** for verification and finalization of tender.
13. A pre-bid enquiry of the bidders shall be conducted in the O/o the DFO Rourkela after Technical evaluation of the bids and date and time will be intimated through e-mail.
14. Other details can be seen in the bidding documents.
15. The Addendum/ Corrigendum if any will be hosted in the website only.
16. The authority reserves all the rights to cancel any or all bids without assigning any reason.

Sd/-
Divisional Forest Officer,
Rourkela Forest Division.

Memo No.10932 Dtd.28.12.2022

Copy submitted to the Deputy Secretary to Government, Department of Information & Technology, Odisha, Bhubaneswar for favour of kind information and necessary action.

Sd/-
Divisional Forest Officer,
Rourkela Forest Division.

Memo No.10933 Dtd.28.12.2022

Copy forwarded to the Addl. Principal Chief Conservator of Forests (IT & GIS), O/o the Principal Chief Conservator of Forests, Odisha, Bhubaneswar for favour of kind information and necessary action. He is requested to upload the above e-Tender Notice in the website of Pr.C.C.F, Odisha as early as possible.

Sd/-
Divisional Forest Officer,
Rourkela Forest Division.

Memo No.10934 Dtd.28.12.2022

Copy forwarded to the Regional Chief Conservator of Forests, Rourkela Circle, Rourkela for favour of kind information and necessary action.

Sd/-
Divisional Forest Officer,
Rourkela Forest Division.

Memo No.10935 Dtd.28.12.2022

Copy forwarded to the Collector & Chairperson-cum-Managing Trustee,DMF, Sundargarh for favour of kind information and necessary action.

Sd/-
Divisional Forest Officer,
Rourkela Forest Division.

Memo No.10936 Dtd.28.12.2022

Copy forwarded to the District Informatics Officer, Sundargarh District, Sundargarh for information and necessary action. He is requested to upload the e-Tender Notice in District Portal website as early as possible.

**Sd/-
Divisional Forest Officer,
Rourkela Forest Division.**

Memo No.10937 Dtd.28.12.2022

Copy forwarded to all Divisional Forest Officers (T & NT), Odisha for information and necessary action. It is requested to display the above said e-Tender Notice in their office Notice Board.

**Sd/-
Divisional Forest Officer,
Rourkela Forest Division.**

Memo No.10938 Dtd.28.12.2022

Copy forwarded to the Superintendent Engineer (R&B) Division Rourkela for information and necessary action. He is requested to display the said e-Tender Notice in his Office Notice Board.

**Sd/-
Divisional Forest Officer,
Rourkela Forest Division.**

Memo No.10939 Dtd.28.12.2022

Copy forwarded to the All Range Officer, Rourkela Forest Division for information and necessary action. They are instructed to display the said e-Tender Notice in their Office Notice Board.

**Sd/-
Divisional Forest Officer,
Rourkela Forest Division.**



ବନଖଣ୍ଡ ଅଧିକାରୀ ତଥା ବନ୍ୟପ୍ରାଣୀ ତତ୍ତ୍ୱାବଧାରକଙ୍କ କାର୍ଯ୍ୟାଳୟ, ରାଉରକେଲା

**OFFICE OF THE DIVISIONAL FOREST OFFICER CUM WILDLIFE WARDEN
ROURKELA FOREST DIVISION, ROURKELA, SUNDARGARH, ODISHA
Phone No. 0661-2664637, Fax No. 0661-2664638, e mail- dforourkela.od@gov.in**

Order No. 539/ Dtd.28.12.2022

INVITATION FOR BIDS (IFB)

E-Procurement Bid Identification No. RKL -F.E & C.C/2022-23 Dtd.28.12.2022

1. Name of work : - Construction of External Civil work, Reception Block, Staff Cottage & Guest Cottage (6 nos.) at Mandira Dam, Laing of Rajgangpur Range, Rourkela Forest Division.
2. No. of works : - 01 Nos.
3. No. of covers : - Double Cover
4. Estimated Cost : - **Rs.4,85,95,883.00**
5. Period of Completion : - **06 (Six) Calendar Months**
6. Date & Time of availability of bid documents in portal : - From **01:00 P.M. of dated 31.12.2022** to **05:00 P.M. of dated 14.01.2023**
7. Last date/ time for receipt of bids in the portal : - Up to **05:00 P.M. of dated 14.01.2023**
8. Date of opening of bid documents : - At **11:00 A.M. on dated 16.01.2023**
9. Class of Contractor : - "A" Class Contractor
10. Name and address of officer inviting Bid : - Divisional Forest Officer,
Rourkela Forest Division,

Further, details can be seen from the e-Procurement portal www.tenderodisha.gov.in. The Addendum / Corrigendum if any will be hosted in the website only.

Sd/-

**Divisional Forest Officer,
Rourkela Forest Division.**

Memo No.10931 Dtd.28.12.2022

Copy along with enclosure submitted to the Deputy Director-cum-Deputy Secretary to Govt., I & P.R. Department, Odisha, Bhubaneswar with a request to get the notice published in two nos. leading local Oriya Daily and one no. local English daily news papers at an early date for wide circulation of the tender call notice.

Since, the date of receipt of bids starts from dtd.31.12.2022, it is requested that the "Invitation for Bids" may be published on or before dtd.31.12.2022.

Complimentary copy of the News Papers containing the tender call notice may be sent to this office for reference and record.

Sd/-

**Divisional Forest Officer,
Rourkela Forest Division.**

- Encl: i) List of works
ii) Copy of Details Tender Call Notice.

Procedure to participate in online bidding e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. 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 and (ii) Registration Certificate (RC)/ GST Registration Certificate and 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 Registration Certificate and 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. Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
 - a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - b. The tender documents uploaded by the Tender Inviting Officer in the website <https://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 can view or down load the bid documents from the web site.
 - c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
 - d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.
- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever **warranted** in support of eligibility criteria and qualification information. The on-line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

- 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Divisional Forest Officer, Rourkela Forest Division as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in> / www.odishaforest.in / www.sundargarh.nic.in, notice board and through paper publication and such notice shall form part of the bidding documents.
 - 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to check the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/ deletion/ modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be affected by using DSC of appropriate class.
2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/ Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
 - 2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.
 - 2.2 Deleted.
 - 2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
 - 2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

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

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

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

- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
- 3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place, he clicks the submit button to submit the bid to the portal.
- 3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 3.2.2. In the e-procurement process each process are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
- 3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so, desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder’s price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS: -

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 3.4. Bidders are to submit only the original BOQ (in xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

- 3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 3.8. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 3.9. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 3.12. The bidder should check the system generated confirmation statement on the status of the submission.
- 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 3.17. The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

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

5. DEADLINE FOR SUBMISSION OF THE BIDS:

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

RESUBMISSION AND WITHDRAWAL OF BIDS:

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

- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
6. LATE BIDS:
 - 6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.
7. MODIFICATION AND WITHDRAWAL OF BIDS:
 - 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
 - 7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.
8. OPENING OF THE BID:
 - 8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid opener's private key will be required to open the bids and all the openers have to log on to the portal during that time.
 - 8.1.1. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
 - 8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
 - 8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/in-charge Officer, the bids will be opened at the appointed time on the next working day.
 - 8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
 - 8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
 - 8.5. In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS: -

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

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

- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern D.F.O/ Head of Department.
9. CLARIFICATION AND NEGOTIATION OF BIDS:
- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.
10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:
- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ D.F.O 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 D.F.O will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the D.F.O with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summery and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.
11. BLOCKING OF PORTAL REGISTRATION
- 11.1 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.
- 11.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 11.3 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 an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned D.F.O/ Heads of Office if any of the following provisions are violated.

- 11.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 11.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
- 11.3.3 Fails to execute the agreement within the stipulated date.
- 11.3.4 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.

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

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

1. The State Government have formulated rules and procedures for electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e., "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below:
 - a. It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b. Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c. Reporting and accounting of the e-receipts will be made from a single source.
 - d. Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and 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 tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
 - e. Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.
7. **Settlement of Earnest Money Deposit on submission of bids:**
- a. The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidder's 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 Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
 - b. The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
 - c. NIC will provide an interface to organisations to download the electronic receipt data.
 - d. Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
 - e. NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.
12. **Role of Cyber Treasury :**
- a. The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
 - b. The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.
13. **Redressal of Public grievances:**
- a. The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

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.

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

ANNXURE-I

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

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

GOVERNMENT OF ODISHA
OFFICE OF THE DIVISIONAL FOREST OFFICER: ROURKELA FOREST DIVISION
DETAILED TENDER CALL NOTICE

1. Percentage rate bids invited only on **“ONLINE”** from **“A” Class** contractors registered with the state Government and contractors of equivalent grade / class registered with Central Government / Railway / Military Engineering Services for execution of Civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. Form P-1 for the work **“Construction of External Civil work, Reception Block, Staff Cottage & Guest Cottage (6 nos.) at Mandira Dam, Laing of Rajgangpur Range, Rourkela Forest Division”** at an estimated cost of **Rs.4,85,95,883.00 (Rupees Four Crore Eighty Five Lakhs Ninety Five Thousand Eight Hundred Eighty Three Only)**.
2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & Conditions of contract and other necessary Documents can be seen in the website: **www.tendersodisha.gov.in / www.odishaforest.in / www.sundargarh.nic.in.**
3. The Bid documents will be available in above mentioned website from **31.12.2022 to 14.01.2023** for Online bidding.
4. Bids shall be received only through **“Online”** **on or before 05:00 P.M. date 14.01.2023.**
5. Technical Bids received through Online shall be opened at **11:00 A.M.** on date **16.01.2023** in the Office of the undersigned in presence of the Bidders who wish to attend. Bidders who participated in the Bid can witness the opening of Bids.
6. The Cost of Bid documents is to be remitted through online for **Rs.11,800/-** (Rupees Eleven Thousand Eight Hundred) towards cost of each bid respectively.
7. The bid is to be submitted in Double cover.
 - i) Bid Documents contain List contains scanned EMD, Cost and GST of bid document, hard copy of registration certificate, PAN card, valid GST certificate, undertaking/certificates duly filled, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN & the price bid duly filled in and signed by the bidder.
8. The intending bidders are required to produce documents viz. original Registration, valid GSTN Certificate, PAN card after opening of Technical Bid for verification purpose in the later stage along with the original documents, preferably within three working days from the date of opening of the tender. Furnishing hardcopy (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.
9. The work is to be completed in all respects within the **time period** as specified in the **DTCN**. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
10. All **bids** received will remain **valid** for the period as specified in the **DTCN**. After the dead line, date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.

11. The tenderer should furnish along with their tender a list of works executed during the last three years duly certified by the concerned Engineer-in-Charge indicating the satisfactory completion as per the Proforma enclosed in a separate sheet of schedule - D1 and D2.

12. 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 state Forest Department or Assistant/Under Secretary & above in the Forest 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.

13. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents including Bank guarantee. 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**.

14. If an individual makes the application, the individual should sign above his full type written name and current address.

15. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

16. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.

17. Submission of more than one tender by a bidder for a particular work will liable for rejection for all such tender papers.

18. Percentage rate contract (vide Works Department letter no. 8310 dt.17.05.2006) In case of Percentage Rate tender: -

i) The contractor has to quote percentage excess or less over the estimated cost in the 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 two or more decimal points, the first decimal point 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 estimate cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
19. 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 into by the accepted bidder and detailed specifications for Odisha 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.
20. 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 Plan Layout elevation of estimate infrastructure should be as per approved plans & estimate of the Office of the Principal Chief Conservator of Forests, Odisha.
21. 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 viability 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. Range Officer 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.
22. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, footbridge, pylon base, winch stand and derricks and etc. as required for the work.
23. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

24. 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%** (Decimal 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 and the Committee Members will remain present.

25. 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.

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

27. 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 or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

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

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

29. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.

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

ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a Performance Security (Initial Security Deposit) and Additional Performance Security as per Clause 27 of DTCN in form of Fixed Deposit receipt to Schedule Bank/ Kissan Vikash Patra/ Post Office Savings Bank Account/ National Savings Certificate/ Postal Office Time Deposit Account/ Bank Guarantee in favour of the Divisional Forest Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at **SBI, Panposh** duly pledged in favour of the Divisional Forest Officer **and payable at the** place as specified in the **DTCN** and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% of the deposited amount towards hiring of equipments

/machineries from outside the State if any) and sign the agreement in the **Forest Deptt. Form P-1** for the fulfilment of the contract in the office of the Divisional Forest Officer **and payable at** the place as specified in the **DTCN** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfilment of this contract and additional performance security in accordance with the provisions of the agreement.

iii) The agreement will incorporate all correspondence between the officer inviting the bid 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 Range Officer-in-charge. Following documents shall form part of the agreement.

- The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading there to & required amount of performance security including additional performance security.
- Standard Forest Deptt. Form **P-1** with latest amendments.

iv) Failure to enter into 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 O/o the Divisional Forest Officer, Rourkela Forest Division. 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.

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

vi) **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 milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

vii) **Amendment to Para3.5.14 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 black list 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.

30. The agreement will be drawn in Forest Deptt. P1 contract form and the contract for the work shall be drawn and signed by the Divisional Forest Officer, Rourkela Forest Division.

31. The Civil items of works as per Schedule of quantities, shall be supervised, measured **and check measured by the** Range In Charge/ Asst. Conservator of Forests and Divisional Forest Officer, Rourkela Forest Division.
32. Any deviation in execution of the items of the agreement will mean deviation to the work as a whole. The financial implications shall be informed to the Chief Engineer (Buildings) Odisha / Principal Chief Conservator of Forests, Odisha for proper action.
33. Similarly, extension of time if applied by the contractor will mean and amount to extension of time for the work will be dealt with by the Divisional Forest Officer, Rourkela Forest Division as per relevant clause of P1 agreement & DTCN Code.

34. Performance Security / Additional Performance Security:

- 34.1. 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 bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender thorough a transparent lottery system where all bidders / their authorized representatives and the Committee Members will remain present

(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol.-II)

(by inclusion vide O.M.No.12366 dt.08.11.2013).

- 34.2. **Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion. Additional Performance Security (as per Office Memorandum No.4559 dtd.05.04.2021 of Works Department, Government of Odisha) Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender to the extent as given in the table below, in shape of Term Deposit Receipt pledged in favour of Divisional Forest Officer, Rourkela Forest Division/ Bank Guarantee in favour of the Divisional Forest Officer, Rourkela Forest Division 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 he will be debarred from tendering for a period of 180 days. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code Volume-I vide Works Department Office Memorandum No. 14459/W dated 20.09.2018. In view of the above, the State Government is pleased to fix the following rate of Additional Performance Security;**

Sl. No.	Range of Difference between the estimated cost put to tender and bid amount	Additional performance Security to be deposited by the successful bidder
i.	Below 5%	No Additional Performance Security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid amount)

35. The Civil contractor who has put the tender for the work in DTCN, will alone be responsible and answerable to the Forest Department 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 and when any part of the work is considered by the departmental 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 department if felt necessary.

36. That for the purpose of jurisdiction in the event of disputes, if any, of the contracts would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to them after by this contract at any place outside the State of Odisha.
37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R8/5225 Dtd.26.02.55 and No.IIM-56/628842(5) Dated.27.09.61 as amended from time to time.
39. 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 Officer authorized by the Divisional Forest Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Divisional Forest Officer is final and binding on the contractor.
40. The contractor shall bear the cost of various incidentals, sundries and contingencies necessitated by working full within the following or similar category.
 - a) Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account to land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal, canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at work sand approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.

- h) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
41. 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.
 42. No payment will be made for benchmarks, level pillars profiles and benching and levelling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
 43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Range-in-charge/ Divisional Forest Officer concerned and rate settled before the extra items of work or extra quantity of any items of work is taken up.
 44. 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.
 45. 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 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.
 46. Bidders are required to go through each clause of Forest Deptt. Form **P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of Forest Deptt. Form **P-1** with latest amendments shall **supersede** the condition of **D.T.C.N.**
 47. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
 48. 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.
 49. Concrete should be machine mixed unless otherwise ordered in writing by the Range Officer. The contractor should arrange his own concrete mixer, vibrator and pumps etc, for this purpose at his own cost.
 50. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
 51. 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.
 52. 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.
 53. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal

arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.

54. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of **P-1** agreement.
55. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
56. All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or steel /M.S. Angles, Tees and Joists etc. All the materials required should be purchased from Govt. approved store and the purchased materials may be under custody of contractor and contractor will be responsible for its safety and storage.
57. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
58. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Range- In- Charge.
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 equipment for testing one unplugged well and specified span free of cost as directed by the Range - In - Charge and bear the entire cost of the test.
61. No extra payment will be made for the site 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 equipment 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 Energization 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, pipeline 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 as apprentice this cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
69. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise, 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91).
70. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
71. Odisha Construction Corporation Ltd. Will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974. The Odisha Bridge and Construction Corporation will also be allowed a price preference to the extent of upto 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

72. **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 into account all conditions and difficulties that may have been countered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight or all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the DFO-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 onto have misjudged as regard availability of materials, labour and other factors.
73. 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.
74. Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one Lakhs and above.
75. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned DFO-in-Charge with their bills, failing 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.
76. 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.
77. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
78. 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.
79. **Sample of all material** – The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned DFO-in-Charge or his Authorized representatives.
80. 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 up on the direction of the Range-in-Charge to be amended and made good by the contractor at his own cost unless the Range- 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.
81. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of

the contract 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.

82. ADDENDUM TO THE CONDITION OF P1 CONTRACT

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

2.1. Progress of work and Re-scheduling programme

- 2.1.1. The DFO-in-Charge /Range-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the DFO-in-Charge/ Range-in-Charge for approval of a Programme commensurate **to Clause No.2 .1. 3 of P-1 Contract** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear the Range Officer 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 Range Officer a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Range Officer under intimation to DFO may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any Changes to the sequence of the activities.
- 2.1.6. **Extension of the Completion Date.**
- 2.1.7. 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^{th} day or such time period as mentioned in letter of Award after the date on which the DFO-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

- 2.1.8. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the date so commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the DFO-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.1.9. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Range-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Range-in-Charge to proceed with the works.
- i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contract or taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.1.10. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.1.11. 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 Range – in- Charge in writing, within 3 months of the date of receipt to such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reason extension by the Range-in-charge and this shall be binding on the contractor.
- 2.1.12. Compensation **for Delay.**
- 2.1.13. If the contractor fails to maintain the required progress in terms of clause 2 **of P-1 Contract** or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Principal Chief Conservator of Forests, Odisha

(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 in complete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be 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.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Range-in-Charge which formed a part of agreement) or the rescheduled milestone (s) in terms of Clause 2.5 of P-1 Contract, 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 what-so-ever shall be payable on such withheld amount.

2.1.14. Management **Meetings.**

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

2.1.16. The Assistant Conservator of Forests, Rourkela Forest Division as authorized by the DFO-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 Employer. The responsibility of the parties for actions to be taken to be decided by the DFO-in-Charge either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No. 10639 dt.27.05.2005 of Works Department, Odisha): -

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the DFO-in-Charge shall be conclusive evidence), 20% of the value of leftover work will be realized from the contractor as penalty.

83. A Contractor may be blacklisted as per amendment made to Appendix XXXIV to OPWD Code Vol.- II on rules for blacklisting of Contractors vide Letter No. 3365 dt.01.03.2007 of Works Department, Orissa.

As per said amendment a Contractor may be blacklisted

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

- iii) Constant non- achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- iv) Persistent and intentional violation of important conditions of contract.
- v) 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.

84. Eligibility Criteria: -To be eligible for qualification, applicants shall furnish the followings.

- a) The bidders shall remit the EMD / Bid Security amount @ 1% (One percent) **NIL as per circular No. 8943/F dated.18.03.2021of Govt. of Odisha in Finance Department & O.M. no.5984 dt.27.4.2021 of Works Department, Odisha.**
- b) Hard Copy of valid Registration Certificate, Valid GST certificate, PAN card along with the tender Documents as per the DTCN.
- c) Information in hard copy regarding current litigation, debarring /expelling of the applicant or abandonment of work by the applicant in schedule "E" and affidavit to that effect including authentication of tender documents and Bank guarantee in schedule "F".
- d) Submission of tender paper cost as per the DTCN.
- a) The total value of only **civil engineering construction** work performed in the last three financial year with certificate from the Chartered Accountant is to be furnished for the purpose of evaluation of Bid Capacity as per clause No.12 of the DTCN.
- b) The statement as per **Schedule-K** showing the Bid Security Declaration..
- c) The agency who do not possess any civil engineering construction work in hand at the expected time of bidding need to upload the fact **in shape of an affidavit** for consideration of the Bid Capacity during Technical Evaluation. Non-furnishing of the above documents, the bid will be liable for summarily rejection.

85. Qualification of Bidder:-

All bidders shall provide Forms of Bid and Qualification Information a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality – assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b) Financial Turnover of the bidder from construction works during last five financial years ending 31.03.2021.
- c) Experience in similar works
 - One Similar Work of ₹ 5 Crores; or
 - Two Similar Works of ₹ 3 Crores each; or
 - Three Similar Works of ₹ 2.5 Crores each

Similar Works: Works carried out in rocky terrain or on the river bed for the purpose of construction of Eco- friendly Temporary structures used for resorts / Tourism purpose.

Please note that: -

- I. Experience of holding companies, associate companies, subsidiaries, and sister concerns shall not be considered for evaluation.
- II. All work orders / completion certificates submitted should be in the name of the Applicant (or Subcontractor) as allowed as per the provisions of this IFB)
- III. For private sector projects, completion certificate with TDS shall be submitted.

86. Construction & methodology:-

The Bidder shall furnish the Design Basis Report (DBR) in Technical Bid. The intent of this DBR is to present the salient features of technical considerations and scope of work envisaged by the bidder for the project, based on which the bidder has made its financial offer. The bidder shall make sure that the DBR should cover sections on Architectural, civil, structural, electrical, public health engineering, HVAC, fire protection system, elevator systems and other monitoring and control systems, landscaping aspects.

87. Site Visit:-

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

88. Presentation:-

After the Technical Evaluation, the qualified Bidders will be intimated through e-mail to attend the presentation at the location fixed by the authority. Maximum two Authorized representatives of each Bidder will be allowed to present the construction methodology through Power point presentation before the selection committee.

Presentation will be for inclusive of Questions and Answer session. The bidder will be required to give presentations in form of power point presentation.

SL NO	Parameters	Maximum Marks
1	Planning: Overall Planning should take into consideration the following a. Bidder's understanding of the Concept plan apart from the DBR provided in the RFP. b. Innovation in Preliminary detailing of the entire project and site plan c. Use of new Technology d. Use of different types of material	40
2	Approach & Methodology for timely completion of the project and to overcome challenges if any	40
3	Organizational strength & Team Competencies	20

TOTAL MARKS 100

89. Defect Liability: -

The Divisional Forest Officer / Range-in-Charge 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 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 Range-in-Charge's notice. If the contractor has not corrected a defect within the time specified in the Range-in-Charge's notice, then the Range-in-Charge will assess the cost of having the defects corrected and the contractor will pay the amount.

Approved

Sd/-

**Divisional Forest Officer,
Rourkela Forest Division.**

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers 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 common cement of work in each batch). |
| 2. | Steel | I.S.432 (Plain) and 1785 (Tor) |
| 3. | Vibrator | I.S.7246 |
| 4. | Aggregate | I.S.383, I.S.515 |
| 5. | Water for mixing and curing | Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S.456 and I.S.2025. |
| 6. | Sand/Fine Aggregate | I.S.2116,383 |
| 7. | Binding wire | I.S.280 (galvanized minimum 1 mm) |
| 8. | Rain water pipe | I.S.2527 |
| 9. | Construction joints | I.S.3414 |
| 10. | Steel Window Frame | I.S.1038/83 |
| 11. | Steel Door Frame | I.S.4351/75 |
| 12. | Fitting & Fixtures for journey works | Conforming to I.S.7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge. |

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

ITEM OF WORK

- i) Concrete shall be with conformity to I.S.456.
- ii) Foundation shall be with conformity to I.S.1080.
- iii) Stone masonry(R.R.) shall be with conformity to I.S.1597(Part-I)
- iv) C.R. Masonry shall be with conformity to I.S.1597.
- v) Brick masonry shall be with conformity to I.S.2212.
- vi) Cement plastering shall be with conformity to I.S.9103&6925.
- vii) Mortar shall be with conformity to I.S.2250
- viii) White and colour washing shall be with conformity to I.S.6278.
- ix) CC in foundation shall be with conformity to I.S.2571.
- x) Anti-Termite Treatment shall be with conformity to I.S.6813. (Part-I & Part-II)
- xi) Painting to all surfaces shall be with conformity to I.S.2395(Part-I & Part- II)
- xii) DPC shall be with conformity to I.S.3067
- xiii) Tar felt treatment shall be with conformity to I.S.1346
- xiv) Mosaic flooring with conformity to I.S.2114
- xv) Steel painting shall be with conformity to I.S.1477 (Part-I & Part-II) I.S.1661

CERTIFICATE OF NO RELATIONSHIP

I/We here by certify that I/We*am/are*~~related~~/**not related** (*) to any officer of Forest Department and any officer of the rank of Assistant/ Under Secretary and above of the Forest Department, Govt. of Odisha. I/We*am/are*aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with for feature 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 Tenderer

Date: -

SCHEDULE-“E”

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT
OF WORK BY THE TENDERER**

- | | | | |
|----|----|--|----------|
| 1. | a) | Is the tenderer currently involved in any litigation relating to the works. | Yes / No |
| | b) | If yes: give details: | |
| 2. | a) | Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. | Yes / No |
| 3. | a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. | Yes / No |
| | b) | If yes, give details: | |

Note:

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

Signature of the tenderer

SCHEDULE -F

AFFIDAVIT

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

(Signed by an Authorised Officer of the firm or Bidder)

Title of Officer

Name of Firm

Date:

(Note: The affidavit should be in the above format. Any change in language / structure is not acceptable & liable for rejection)

Schedule-K

Form of Bid-Security Declaration

<Letter head of the bidder>

<Date>

Bid No.:

To

[Insert complete name and address of the Authority/ Employer/
Tender Inviting Authority]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
2. We accept that the Authority/ Employer/ Tender Inviting Authority shall cancel our empanelment and/ or suspend/ prohibit/ debar/ blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
 - a. Have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by us; or
 - b. Having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,
 - i. Failure of use to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/ Terms of the Bid Document/RFP, or
 - ii. Fail to agree to the decisions of the contract negotiation meeting or
 - iii. Failure refuse to execute the Contract.
3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract;
or (ii) after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____ ,

*:In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder **:Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid [Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the bid.]