

**GOVERNMENT OF ODISHA**  
**FOREST, ENVIRONMENT & CLIMATE CHANGE**  
**DEPARTMENT**

**BID IDENTIFICATION NO-DD-NKN-33/2023-24**



**DETAILED TENDER CALL NOTICE FOR THE WORK**

SI No.	Name of the work	Estimated Cost
1	Construction of Enclosure 2 under N.E. Panaroma project inside Nandankanan Zoological Park for the year 2023-24.	Rs. 9166743.00/-

**OFFICE OF THE DEPUTY DIRECTOR**  
**NANDANKANAN ZOOLOGICAL PARK,**  
**BARANGA, BHUBANESWAR**

# **BID DOCUMENTS**

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NANDANKANAN ZOOLOGICAL PARK  
P.O-BARANG, DIST-KHURDA, PIN-754005  
PHONE: 9437022023  
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**NANDANKANAN**

Web: [www.nandankanan.org](http://www.nandankanan.org)

### **INVITATION FOR BIDS THROUGH e-Procurement**

Bid Identification No.: 16- DD/NKZP/PMU TENDER CALL NOTICE NO. 16 OF 2023 -24

1. Deputy Director, Nandankanan Zoological Park on behalf of Governor of Odisha invites percentage bids in **Double Cover** in online mode for the civil construction works as detailed in the table, from the class of eligible contractors as mentioned in column – 1 (One) registered with the State Government and contractors of equivalent grade / class registered with Central Government / MES / Railways for execution of civil works. The proof of registration from the appropriate authority shall be enclosed along with the bid. If successful, the bidder who has not registered under the State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work.

2. The bidders may submit bid for the following works.

Sl. No.	Name of the work.	Approximate value of work (In Rs.)	Concerned T.I.A.	Cost of Bid Document	Bid Security (EMD) Amount (In Rs.)	Class of bidder	Period of completion in months
1	2	3	4	5	6	7	8
1	Construction of Enclosure No. 1 under North East Panaroma theme inside Nandankanan Zoological Park for the year 2023-24.	9166743.00	Dy. Director Nandankanan Zoological Park	11800	91667.00	"A" or "B"	2 (Two Calendar Months)
2	Construction of Enclosure No. 2 under North East Panaroma theme inside Nandankanan Zoological Park for the year 2023-24.	9166743.00	Dy. Director Nandankanan Zoological Park	11800	91667.00	"A" or "B"	2 (Two Calendar Months)
3	Construction of Enclosure No. 3 under North East Panaroma theme inside Nandankanan Zoological Park for the year 2023-24.	9166743.00	Dy. Director Nandankanan Zoological Park	11800	91667.00	"A" or "B"	2 (Two Calendar Months)
4	Construction of Enclosure No. 4 under North East Panaroma theme inside Nandankanan Zoological Park for	9166743.00	Dy. Director Nandankanan Zoological Park	11800	91667.00	"A" or "B"	2 (Two Calendar Months)

3. Bid documents consisting of Plans, specifications, the schedule of quantities and the set of terms and condition of contract and other necessary documents can be seen in the website: <http://www.tendersodisha.gov.in>
4. The Bid documents will be available in the website: <http://www.tendersodisha.gov.in>. From **10.00 AM on dt. 19.01.2024 to 5.00 PM on dt. 31.01.2024** for online bidding.
5. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class – III.
6. Bids shall be received only 'On line' on or before **dt. 31.01.2024 up to 5.00 PM.**
7. Bids received on line shall be opened at 11.00 AM on dt. **01.02.2024 (Technical Evaluation)** in the office of the Deputy Director, Nandankanan Zoological Park in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of sale and receipt of the bids as specified, the bids will be opened on the next working day at the same time and venue.
8. Bidders must select the payment option as "Online" to pay the Tender Fee / EMD as applicable and enter details of the instrument.
9. Other details can be seen in the bidding documents.
10. The authority will not be held responsible for any technical snag or network failure during on-line bidding.
11. Pre-bid meeting shall be on **dt.24.01.2024** in the office of the Deputy Director, Nandankanan Zoological Park.
12. The authority reserves the right to reject any or all tenders without assigning any reason thereof.



Deputy Director  
Nandankanan Zoological Park

Memo No. 38 /dt.18/01/2024

Copy in duplicate along with soft copy forwarded to Deputy Director (Advertisement) & Deputy Secretary to Government, I & PR Department, Odisha, Bhubaneswar with a request to get it published in 2 Nos of Local Odia leading Daily's and 1 No. of local English daily Newspaper.

The complimentary copy of the Newspapers containing the Tender Call Notice may be sent to this office for reference and record.

Enclosure: - i) Soft Copy



Deputy Director  
Nandankanan Zoological Park

Memo No. 39 /dt.18/01/2024

Copy submitted to the Director, Printing Stationery and Publication, Govt. of Odisha, Madhupatna, Cuttack – 10 for information and necessary action. He is requested to arrange for publication of the TCN in next issue of Odisha Gazette.



Deputy Director  
Nandankanan Zoological Park

Memo No. 40 /dt.18/01/2024

Copy submitted to the Deputy Secretary to Government, Department of Information Technology, Odisha, Bhubaneswar for publish in the Govt. website for wide circulation.



Memo No. 41 /dt.18/01/2024

Copy submitted to the Principal Chief Conservator of Forests(WL)& CWLW, Odisha for favour of kind information.



Deputy Director  
Nandankanan Zoological Park

Memo No. 42 /dt.18/01/2024

Copy submitted to the Director, Nandankanan Biological Park, Odisha for favour of kind information.



Deputy Director  
Nandankanan Zoological Park

Memo No. 43 /dt.18/01/2024

Copy submitted to the District Magistrate & Collector, Khordha, NIC, Khordha along with soft copy enclosed for display in the District website / S.P. Khordha / P.D. DRDA, Khordha/E.E., N.H Division, Khordha / E.E, R.W, Division, Khordha / E.E, Minor Irrigation Khordha with request to display the above notice in the office Notice Board for wide publication.

Enclosure: - i) Soft Copy



Deputy Director  
Nandankanan Zoological Park

Memo No. 44 /dt.18/01/2024

Copy forwarded to all Asst. Conservator of Forests, Nandankanan Zoological Park for information and necessary action.



Deputy Director  
Nandankanan Zoological Park

Memo No. 45 /dt.18/01/2024

Copy in duplicate to all Range Officers, Nandankanan Zoological Park/State Botanical Garden with a request to display one copy the above notice on their office Notice Board and circulate among the local contractors for wide publication

Copy to Notice Board /Tender File



Deputy Director  
Nandankanan Zoological Park

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

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper <b>(Online)</b>	D.T.C.N Clause No.04			
02.	Bid Security (EMD) (online)	D.T.C.N Clause No.06 & Clause No.06			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender	D.T.C.N Clause No.26 (iii)			
04.	Copy of valid Registration Certificate	D.T.C.N Clause No.07			
05.	Copy of GST Registration Number	D.T.C.N Clause No.07			
06.	Copy of PAN Card	D.T.C.N Clause No.07			
07.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.12			
08. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.11			

(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.11			
09	EPF Registration Number copy	D.T.C.N Clause No.3.3			
10	ESI Registration Number copy	D.T.C.N Clause No.3.3			
11	Certification regarding similar nature of work executed( work completion certificate issued by an officer not below the rank of Executive Engineer and or equal)(Schedule-“D”).	D.T.C.N Clause No.3.3			
12	Financial Status ( P & L Statement, Audited Balance sheet) of last 3 Financial years	D.T.C.N Clause No.3.3			
13	List Of Plant & Equipment as per the (Schedule –“C”)(Minimum 80 % Mark to be obtained) (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2nd purchase / required lease deed with owner ship documents of the leaser duly attested).	SCHEUDLE – C			
14	Bidder Contact Address(Schedule-“H”)	(Schedule- “H”)			
15	Any other as per DTCN				

## **CONTRACT DATA**

### **(A) GENERAL INFORMATION**

Sl. No.	Item	Details
1	Name of the Work	Construction of Enclosure no 2 under North East Panaroma theme inside Nandankanan Zoological Park for the year 2023-24.
2.	Employer	Forest, Environment & CC Department Govt. of Odisha
3.	Employer's Representative	Deputy Director , Nandankanan Zoological Park
4	Accepting Authority	Deputy Director , Nandankanan Zoological Park
5	Executing Authority	Deputy Director , Nandankanan Zoological Park
6	Estimated Cost	<b>As mentioned in the table</b>

### **(B) BID INFORMATION**

7	Intended completion period/Time period assigned for Completion	<b>02 Calendar Months</b>
8	Last Date & time of submission of Bid	<b>Refer to NIT</b>
9	Date of opening	<b>Refer to NIT</b>
10	Cost of Bid Document	
	i. Cost of Bid Amount	<b>Rs.11,800/- (Online) (inclusive of GST)</b>
	ii. Payment Mode	<b>Bidders must select the payment option as "Online" to pay the Tender Fee / EMD as applicable .</b>
11	Bid Security	
	i	<b>Bidders must select the payment option as "Online" to pay the Tender Fee / EMD as applicable and enter details of the instrument. Cost of Bid Document &amp; Bid Security (EMD) amount to be submitted online.</b>



12.	Additional Performance Security (Clause No.28 (iii) of DTCN.)			
	Amount	Sl. No.	Quoted Rate less on the amount put to tender.	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)
	Pledged in favour of		Deputy Director , Nandankanan Zoological Park	
	Payable at		Nandankanan Zoological Park	
	Type of instrument		As specified in the Bid document	
14.	Bid validity period			90 days
15.	Currency of contract			Indian Rupee
16	Language of contract			English

# 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 No. (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Regd. No. 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 enrollment 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 download the bid documents from the web site.

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

d. If the *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll 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 Deputy Director, Nandankanan Zoological Park 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> 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 which 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 up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads 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. The bidder shall scan all the written/ printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection. The on-line bidder shall deposit the original copy of the 'bid security' within the specified period mentioned in the DTCN (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

~~2.1 The bidder shall have to furnish a "BID Security declaration" as per the Office Memorandum No.8943 dtd.18.03.2021 of Finance Department, Government of Odisha in lieu of Bid Security in the format annexed Form of Bid Security Declaration along with the bid.~~

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

**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 procedure 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 as 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 been actively considering integrating 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 shall be issued separately after it is established.

**3. 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 15 Submissions. 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. 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. 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 15 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. submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

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

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

**3.2.1.** The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

**3.2.2.** 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.

**Pre-Bid Meeting: A prospective Bidder requiring any clarification of the Bidding Document shall contact Nandankanan Zoological Park in writing at the office address or raise his enquiries during the Pre-Bid Meeting. During Pre-Bid Meeting the Bidder should visit the office of Deputy Director. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.**

**The bidder may submit any queries in writing or by cable or telex, to reach the Deputy Director not later than on or before such meeting. Queries relevant to the bid documents shall be addressed to the Deputy Director, who will reply to the bidder's queries.**

**Any modification to the Bidding Document that may become necessary as a result of Pre-Bid Meeting will be made by the Nandankanan Zoological Park exclusively through the issue of an Addendum. Proceedings of the pre-bid meeting, including copies of the queries raised and responses given, will be uploaded online only. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting, shall be made by the Deputy Director exclusively through uploading of an Addendum (or Addenda) and shall form part of the contract document online only.**

#### **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 consist of cost of Bid documents, EMD/ Bid Security, , GSTIN, PAN, Registration Certificate, Affidavits, last 3 financial years Profit Loss statement along with balance sheet certified by a chartered accountant, EPF registration ,ESI registration,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 defect 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 openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

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

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

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

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

8.4. During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared.

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

8.4.2. 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.

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

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

#### **EVALUATION OF BIDS: -**

8.5.2(A) 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".

8.5.3. After receipt of confirmation of the bid security, 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.

8.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

8.5.5. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

8.6. The Technical evaluation of all the bids 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 authorized representative who wish to be present.

8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item 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 Chief Engineer/ 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/ Deputy Director 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 of Deputy Director Nandankanan zoological park ,BBSR 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 Deputy Director 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 finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. 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**

**1.1** 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.

**1.2** 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.

**1.3** 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 Chief Engineer/ Heads of Office if any of the following provisions are violated.

**1.3.1** Fails to furnish original Technical/ Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

**1.3.2** 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)

**1.3.3** Fails to execute the agreement within the stipulated date.

**1.3.4** 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.

## **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) Deleted.
- 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. DELETED

## 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. DELETED**

## **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.

## **14. Applicability and modification of existing rules / orders:**

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

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

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

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

## DETAILED TENDER CALL NOTICE FOR BUILDING WORKS

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1. Sealed **percentage rate** bids are invited on **ONLINE in Double cover system** from **'B' Class or above** contractors registered with the State Governments and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the works **AS Mentioned in the table**. The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word **"Item rate"** shall be replaced by **"Percentage rate"** and the contract will be named as **P-1. Bids from Joint Venture are not allowed.**
2. The Bid documents are available from official website of Government: <http://tendersodisha.gov.in> as mentioned in NIT
3. The Technical Bid documents (Cover-I) will be opened by the assigned officer in the office of the Deputy Director, Nandankanan Zoological Park, Nandankanan Zoological Park at 11.00 Hours on Dt. (as mentioned in NIT) in the presence of the bidders or their authorized representatives who wish to attend.
4. The cost of bid documents of Rs. 11,800.00 as mentioned in Col. 5, the bidder shall deposit through online.
5. The bid is to be submitted in Double cover.
6. Cover-I is to contain scanned GST Registration Certificate and GSTIN, scanned copy of registration certificate, PAN card, last 3 financial years profit loss statement along with balance sheet certified by a chartered accountant, undertaking/certificates duly filled, affidavit, work experience certificate, EPF registration, certificate, ESI registration certificate, Price Bid and documents required as per the relevant clauses of this DTCN. Cover-II.
7. The lowest preferred bidder is required to produce documents viz original Registration, GST Registration Certificate, GSTIN, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, within five days from the date of opening of the tender (price bid). Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
8. The work is to be completed in all respects within the time period as specified in the Contract Data. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
9. All bids received will remain valid for a period as specified in the Contract Data after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
10. (i) The Contractors are required to furnish evidence of ownership of principal machineries/equipment in Schedule-C as per Annexure-I for which contractor shall have to secure minimum 80% of marks failing which the tender shall be liable for rejection.
  - (ii) In case the contractor executing several works, he is required to furnish a time schedule for movement of equipment/machinery from one site to work site of the tendered work in **Annexure-IV of Schedule-C**.
  - (iii) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged and produce certificate from the Deputy Director as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Deputy Director of the project under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender.
  - (iv) In case the contractor proposes to engage machineries and equipment as asked for in the tender document, owned or hired but deployed outside the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a period as to be able to execute an item of work as per original programme which will be part of the agreement.
  - (v) The contractor intending to hire/lease equipment/machineries are required to furnish proof of ownership from the company/person providing equipment/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of **as mentioned in contract data** from the last date of receipt of Bid documents.
11. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing** of the scanned copy of information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected**.

**12 No Relation certificates.**

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of Deputy Director & above in the state 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 from such cancellations. The Performa for no relationship certificate is contained in a separate sheet vide Schedule-A.

- 13 If an individual makes the application, the individual should sign above his full type written name and current address.
- 14 If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
- 15 If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
- 16 If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
- 17 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.
- 18 No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
- 19 Submission of more than one tender by a bidder for a particular work will be liable for rejection of all such tender papers.

**20 A. Percentage rate contract (vide Works Department letter no. 8310 dt.17.05.2006) In case of Percentage Rate tender, -**

- (i) The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.
- (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.
- (iii) The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the **second** decimal point shall only be considered without rounding off (vide Works Department O.M.No-7885 dtd.23.07.2013.).
- (iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
- (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of 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.

**B. GST** as applicable on works contract shall be paid over the bill amount at the time of payment of bill.

- 21 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.
- 22 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 Deputy Director as and when required.
- 23 (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy

himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

**(ii) Amendment to Para 3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution.**

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

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

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

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

**(ii) Clause 36 of Appendix-IX of O.P.W.D. Code, Volume-II by inclusion.**

The concessions/ facilities for 10% Purchase preference shall be hereby allowed only to the Individual registered Contractors belonging to Schedule Caste and Schedule Tribe having Registration Certificate up to 'B' Class as per Works Department Resolution No.16262 dtd.30.10.2018.

**(iii) Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion.  
(Additional performance Security) Modified vide Works Department office Memorandum No.4559 dt.05.04.2021**

Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the amount of Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Deputy Director Nandankanan zoological park ,BBSR /Bank Guarantee in favour of the of Deputy Director Nandankanan zoological park ,BBSR 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 of Deputy Director Nandankanan zoological park ,BBSR (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and **further, proceeding for blacklisting shall be initiated against the bidder as per Works Department Office Memorandum No.14459 dtd.20.09.2018.**

The Additional Performance Security (APS) has to be deposited as follows.

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
1	Below 5%	<b>No Additional Performance Security</b>
2	From 5% and above and below 10%	<b>50% of difference between Estimated cost put to tender and bid amount</b>
3	From 10% and above	<b>150% of difference between Estimated cost put to tender and bid amount</b>

27. 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.
28. 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.
29. 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.
  30. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
  31. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
  32. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in- charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Deputy Director will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
  - ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account and additional performance security as per Clause 28 of DTCN duly pledged in favour of the **Deputy Director , Nandankanan Zoological Park** as specified in the **Contract Data** and in no other form which shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipment's/machineries from outside the State if any) and sign the agreement in the **PWD Form P-1** for the fulfilment of the contract in the office of the **Deputy Director , Nandankanan Zoological Park** as specified in the **Contract Data** or as directed. The security deposit 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-Deputy Director, Nandankanan Zoological Park 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 Deputy Director, Nandankanan Zoological Park . Following documents shall form part of the agreement.
    - a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading there to & required amount of performance security including additional performance security.
    - b) Standard P.W.D. Form **P-1** with latest amendments.
  - iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money). No contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Deputy Director. 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 mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.
  33. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
  34. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
  35. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.- VIII-R 8/5225 Dtd. 26.02.55 and No IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
  36. In case of any complaint by the labour working about the non-payment or less payment



- of his wages as per latest minimum Wages Act, the Deputy Director, Nandankanan Zoological Park 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 Deputy Director, Nandankanan Zoological Park is final and binding on the contractor.
37. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
    - a. Rent, royalties and other charges of materials, including all taxes as applicable, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
    - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
    - c. Suitable water supply including pipe water supply wherever available for the staff and labour.
    - d. Fees and duties levied by the municipal, canal or water supply authorities.
    - e. Suitable equipment and wearing apparatus for the labour engaged in risky operations.
    - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
    - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
    - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
  38. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
  39. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
  40. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Deputy Director and rate settled before the extra items of work or extra quantity of any items of work is taken up.
  41. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150dtd.25.11.57.
  42. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the Deputy Director, Nandankanan Zoological Park 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.
  43. Bidders are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the condition of **D.T.C.N.**
  44. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for precast concrete bridges specifically for road and bridges issued by MoSRT&H, Govt. of India. MoSRT& H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridgeworks.
  45. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
  46. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
  47. Concrete should be machine mixed unless otherwise ordered in writing by the Deputy Director, Nandankanan Zoological Park . The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
  48. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.

49. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
50. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
51. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
52. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Deputy Director subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.
53. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
54. All the materials which are to be supplied from Departmental store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M. S Angles, Tees and Joists etc. After issue from the Departmental store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
55. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
56. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) 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 Deputy Director, Nandankanan Zoological Park .
57. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D/s.
58. 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.
59. 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 Deputy Director, Nandankanan Zoological Park and bear the entire cost of the test.
60. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized infilling.
61. If required the stack of road metal and gravel will be measured in boxes of 1.5m x 1.5 M x 0.5M which will be taken as  $1.5\text{m} \times 1.5\text{M} \times 0.44\text{M} = 1 \text{ Cum}$ . The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
62. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Deputy Director, Nandankanan Zoological Park .
63. In the event of any delay in the supply of Department Road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
64. Sinking of wells shall be measured as per MoSRT&H Specifications for Road & Bridge works (Latest Revision).
65. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated

- boulders and de-silting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
66. The depth of foundation indicated on the drawing are provisional but these may be altered, if necessary, in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
67. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre- decided by authority accepting the tender.
68. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate.
69. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Deputy Director, Nandankanan Zoological Park with 10% extra cement to be used for under water concreting without any extra cost to the Department.
70. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
71. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
72. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
73. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
74. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost. The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
75. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Deputy Director, Nandankanan Zoological Park .
- b) Concrete test specimens 150mm x 150mm x 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of a Deputy Director or above. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
- e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
76. The thickness of cement concrete in top plugging should be as per Departmental drawing.
77. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerances, the contractor shall carry out. suitable remedial measures as may be directed by the Deputy Director, Nandankanan Zoological Park to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
78. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
79. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MoSRT&H Specification for Roads & Bridge works (Latest Revision).
80. No claim for carriage of water what-so-ever will be entertained as this has been included in the estimate and the bidder has to quote his / their rate accordingly.
81. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under

- Government. The number of apprentices to be employed should be fixed by the Deputy Director, Nandankanan Zoological Park in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
- 82 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 Holder 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 Deputy Director, Nandankanan Zoological Park may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
- 83 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.
- 84 Deleted.
- 85 **Amendment of existing Clauses :-** By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Deputy Director , Nandankanan Zoological Park of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. The rates quoted by the Contractor shall be excluding GST. GST as applicable for works contract shall be payable to Contractor on bill amount.
- 86 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.
- 87 Prevailing rate of TDS on GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.
- 88 The contractor is required to pay royalty to Govt. towards use of minor minerals and produce such documents in support of their payment to the concerned Deputy Director, Nandankanan Zoological Park with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the Government revenue. This is as per the Gazette Notification No.2280 dtd.15.12.2016 of Steel & Mines Department, Government of Odisha.
- 89 CESS @ 1 (one)% of the amount of each bill shall be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
- 90 Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
- 91 Under section 12 of contractor's 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.
- 92 **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 Deputy Director, Nandankanan Zoological Park .
- 93 **Trial Boring -** The foundation level as indicated in the body of the departmental drawing is 'purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
- 94 Any defects, shrinkage or other faults which may be noticed within **12 (Twelve) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Deputy Director, Nandankanan

Zoological Park to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12 (Twelve) calendar months** from the date of successful completion of the work.

- 95 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 contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

**96 Price Adjustment**

96.1 : Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in following Paras

(c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

96.2 : To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices is:

**96(a) (i): Adjustment of Other Materials Component**

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

$$V_M = 0.85 \times P_m / 100 \times R_x (M_1 - M_0) / M_0$$

$V_M$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_0$  = The all-India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$M_1$  = The all-India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and industry, Government of India, New Delhi.

$P_M$  = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

**96(a)(ii): Adjustment for Cement Component**

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_C = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

$V_C$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement

$C_0$  = The all-India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of commerce and Industry, Government of India, New Delhi.

$C_1$  = The all-India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_C$  = Percentage of Cement Component of the work

**96(a)(iii): Adjustment for Steel Component**

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula:

$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$

$V_s$  = increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

$S_0$  = The all-India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$S_1$  = The all-India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of commerce and industry, Government of India, New Delhi.

$P_s$  = Percentage of steel component of the work

**Note:** For the application of this clause, index of (Mild Steel long products) has been chosen to represent steel group.

#### **96(a)(iv): Adjustment of Bitumen Component**

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen.

$B_0$  = The official retail price of bulk bitumen at the IOC / BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

$B_1$  = The official retail price of bulk bitumen at IOC / BPCL depot at nearest center for the 15th day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work

#### **96(a)(v): Adjustment towards differential cost of Pipes.**

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$V_{pi} = 0.85 \times P_{pi} / 100 \times R \times (P_{i1} - P_{i0}) / P_{i0}$

$V_{pi}$  = Differential cost of pipe i.e., amount of increase or decrease in rupees to be Paid or recovered during the month under consideration.

$P_{pi}$  = Percentage of pipe component of the work

$P_{i1}$  = All India Whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_{i0}$  = All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of commerce and Industry, Government of India, New Delhi.

#### **96(b): Adjustment of Labour Component**

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_l / 100 \times R \times (L_1 - L_0) / L_0$

$V_L$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

$L_0$  = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

$L_1$  = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

$P_1$  = Percentage of labour component of the work.

#### **96(c): Adjustment of POL (fuel and lubricant) Component**

(v) Price adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula:

$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$

$V_f$  = increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

$F_0$  = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOC / BPCL / HPCL at nearest centre on the day 28 days prior to the date of opening of Bids.

$F_1$  = The official retail price of HSD at the existing consumer pumps of IOC / BPCL / HPCL at nearest Centre for the 15th day of the month under consideration.

$P_f$  = Percentage of fuel and lubricants component of the work

**Note:** For the application of this clause, the price of High-Speed Diesel oil has been chosen to represent fuel and lubricants group.

#### **96(d): Adjustment for Plant and Machinery Spares Component**

- (vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula.
- Vp-  $0.85 \times Pp / 100 \times R \times (P1 - Po) / Po$
- Vp- Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares.
- Po- The all-India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.
- P1- The all-India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and industry, Government of India, New Delhi.
- Pp- Percentage of plant and machinery spares component of the work

**Note:** For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has been chosen to represent the Plant and machinery Spares group.

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993- 94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series:

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1	Cement	Grey Cement	Ordinary Port land cement
2	Bars & rods	Rebars	Mild steel long products
3	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining, quarrying & construction.

**96(e): APPLICATION OF ESCALATION CLAUSE:**

The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Deputy Director , Nandankanan Zoological Park , furnish documents to be verified in such a manner as the Deputy Director , Nandankanan Zoological Park may require any document and information kept' The contractor shall within a reasonable time of '15 days of his becoming aware of any alteration in the price of such material, wages of labour and /or price of P.O.L. give notice thereof to the Deputy Director stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

**Percentage Table**

Sl. No.	Category of works		% Component (cost wise)		
			Labour (Pl)	POL (Pf)	Steel (PS)+Cement (PC)+Bitumen (PB)+Pipes (Ppi)+Plant and Machinery spare and component (Pp)+other materials*
1	R&B Works (% of component)	Road Works	5	5	90
		Bridge Work	5	5	90
		Building Works	5	5	90
2	Irrigation works (% of component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3	P.H. work	Structural work	5	5	90
		Pipeline Work	5	5	Pipe- 70% *Machinery + Other material - 20%
		Sewer Line	5	5	Pipe- /70% *Machinery + Other material - 20%

\*Note: - Further break up may be worked out considering the consumption of cement, steel, Bitumen, pipe and Plant & Machinery spare component in the concerned works and shall be provided in the bid document in shape of "**Schedule of Adjustment Data**" as an "**Appendix to Bid**". (enclosed herewith)

**Appendix to Bid  
Schedule of Adjustment Data**

[For all works, adjustment factor for Labour and POL shall be considered @ 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document]

Cl. No- 96 of: P1 Contract Sl. No.	Index description	Source of index	Base value*	Base Date *	Weight age of Item**
96 (a)(i)	Other Materials	All india Whole sale price index (all commodities) as published by the Economic Advisor to the Govt of India, Ministry of Commerce and industry			57.07%
96 (a)(ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic, Advisor to the Govt. of India, Ministry of commerce and industry.			9.50%
96 (a)(iii)	Steel	Whole sale price index for steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India. Ministry of Commerce and Industry.			19.06%
96 (a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot			0.00%
96 (a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry Commerce and			0.00%



		Industry.			
96 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5%
96 (c)	POL	Official retail price of HSD at near IOCL/ HPCL/ BPCL Consumer pump depot.			5%
96 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and industry.			4.37%
				<b>Total</b>	100%

\*Values to be filled up at the time of drawl of contract

\*\*Values to be filled up in the bid document.

97. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary, for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. Complete.
98. The contractor has to arrange the land required for borrowing earth if necessary, for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
99. Where it will be found necessary by the Department, the Deputy Director of the work shall issue a Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Deputy Director with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the Department and shall not be removed from the site of work without written permission of the Deputy Director, Nandankanan Zoological Park and to be submitted to the Deputy Director, Nandankanan Zoological Park every month.
100. The bidder should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
101. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
102. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 10 of the P-1 Contract.
103. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, Bridge code and MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
104. No part of the contract shall be sublet without written permission of the concerned Deputy Director, Nandankanan Zoological Park or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
105. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
106. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
107. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. Are the responsibility of the contractor.
108. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
109. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.

110. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10<sup>th</sup> and 16<sup>th</sup> days of each month for orders of the Deputy Director or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected. The claim books are the property of the Department and shall be surrendered by the contractor to the Deputy Director after completion of the work or before recession of the contract by the Department whichever is earlier for record.
111. Number of tests as specified in I.R.C./MoSRT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Deputy Director . Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Deputy Director and on both the accounts the cost shall be borne by the contractor.
112. i) Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.  
 ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high-level inspecting officers in the rank of Deputy Director and above.  
 iii) After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
113. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Deputy Director, Nandankanan Zoological Park shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.  
 An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill.  
 All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor. The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Deputy Director when any plant or machinery goes out of order requiring major repairs.  
 The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work.  
 The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be liveable. These charges will be fixed by the Deputy Director from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Deputy Director.
- The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipment, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day.

The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Deputy Director the work or a portion of work for which issued is completed.

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Deputy Director shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Deputy Director, Nandankanan Zoological Park shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time chaukidar for guarding the plant and machinery at site.

If the articles are not returned within the date originally specified or extended by the Deputy Director in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the Deputy Director, Nandankanan Zoological Park shall be final in case of dispute.

114. The work will be executed inside a zoo and wildlife sanctuary. All the existing rules under the Central Zoo Authority, New Delhi and Wildlife Protection Act, 1972 shall be applicable. No works shall be carried out from 6 PM to 6 AM.

115. **Additional Terms and Condition**

1. **Claim:**

- The contractor shall send to the officer in-charge once a month an account giving full and detailed particulars of all claims pertaining to any additional expenses to which he may consider entitled on account of extra or additional work ordered in writing by the officer in-charge which he has executed during the preceding month.
  - If the contractor considers that any work ordered in writing to be executed by him, to be outside the scope of this contract or any direction or order of engineer / officer in-charge to be unfair, he shall immediately upon such work being ordered to be executed proceed with the execution of the work without delay. The contractor may if he so desires file a protest with the officer in-charge/ engineer stating clearly and in detail, basis of his objection or claims. The written protest filed by the contractor shall be forwarded to the Dy. Director, Nandankanan zoological park within one week with his remarks. The decision taken by the DD in this behalf shall be final and binding upon the contractor.
2. **Payments.** No advance payments shall be made. Payments will be made to the contractor only against work *done* or after completion of work in all respects as per specifications. The Security Deposit of 10% on every bill shall be deducted.
  3. **Taxes:-** Payments of service tax/income tax GST, royalty and CESS etc. whether Central or State have to be borne by the contractor under rules. TDS shall have to be deducted from running bills of the contractor. If there is any escalation in taxes (Central or State) or if any, new tax becomes applicable during the Course of execution of work, the same shall be borne by the contractor.
  4. **Escalation :** During the period of completion of work, no price escalation in respect of material, Machinery, equipment, labour etc. shall be entitled to the contractor.
  5. **Recovery of due amount:** Whenever any claim against the contractor for the payment of any sum of money arises out under this contract, the Department shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the contractor or from any sum that may be due to him should the aforesaid sum be insufficient to cover the full recovery, the contractor shall pay to the Department on demand the balance amount or the same shall be recovered from him as arrears of land revenue. However, no such claim shall be entertained by the Department after final payment are made to the concerned contractor there after the contractor shall be solely liable for bearing all claims and consequence thereof.
  6. **Indemnity:** In case of any dispute, accidents during the course of execution of the contract, the contractor shall be bound and solely responsible to meet and settle down all the claims at his own risk and cost.
  7. **Patent of Royalties:** The contractor under this contract shall indemnify and save

harmless the Government against all claims arising from infringements of patents and royalties covering tools, machinery process, appliances devices or material used in connection with the work and the Department may retain out of money which may be due and become due to contractor a sum sufficient to cover all such claims, when and if preferred until the claims are paid or satisfactory settled. However, no such claim shall be entertained by the Department after final payment are made to the concerned contractor there after the contractor shall be solely liable for bearing all claims and consequence thereof.

8. Facilities at site: The contractor shall visit the site and apprise himself about the site conditions prior to uploading of the Bids and has to arrange and maintain at his cost necessary tracks/paths/vehicular tracks, walkway / platform, ladders, stairways, water pumps, water, electricity and other facilities of usual and suitable character required for all operations of work and inspection, in such away as not to affect or cause inconvenience to other contractors/public.
9. Work to be open to inspection: All works in the course of execution in pursuance of this contract shall at all times be open to the inspection and supervision of department, Engineering and officer in-charge and their representatives and the contractor shall make all the necessary facilities at all times during the usual working hours and at all other times for which reasonable notice shall be given to the contractor.
10. Examination / Inspection Before covering up: No work shall be covered up or put out of view without approval of the Engineer / Department / concerned authorities of the works and contractors shall afford full opportunity to him to examine and measure any such work before permanent work is placed thereon.
11. Defective and Bad work: If it shall appear to Engineer/ officer in-charge that any work has been executed with unsound, imperfect or bad workmanship or with materials of any inferior description, the contractor shall when directed in writing by the Engineering Wing, forthwith rectify with sound and specified material and workmanship or remove or re-execute the part of work so specified as the case may be or remove the materials/ articles at his own cost notwithstanding the fact that the same may have been inadvertently passed/ certified or paid for previously. In the event of his failing to do so within the specified *period*, the *contractor* shall be liable to penalty provided for in the contractor/ document and the Department shall get it rectified or removal and re-execute the work or remove and replace the same as the case may be at the risk and cost of the contractor.
12. Damage to work during or after execution: If the contractor or his workers and servants break, deface or destroy any part or work or any other property in the vicinity of the works belonging to any person or on which they may be working, such structure , road curbs, embankments, fence enclosures, water pipes, cable, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground etc, shall make the same good on his own cost and on failure of the contractor to do so, the Engineering Wing Shall cause the same to be made good and deduct the cost thereof from any sums that may be due to the contractor under the contract or from his security deposits.
13. Keeping works free from Water: The contractor shall provide and maintain at his cost and expenses electricity or other power driven pumps and/ or other plant to the satisfaction of the Engineering Wing for keeping works free from water, until the works are taken over by the Department duly completed. The Contractor shall arrange for the disposal of water accumulated at the site of works (without affecting the other contractors/works lying adjacent and in vicinity of his work site/public) to the satisfaction of Engineering Wing and the authorities concerned.
14. Temporary Suspension of work: if The Engineer and the officer in-charge thing may suspend the work wholly or in part for such period as he may deem necessary, due to unsuitable weather or natural calamity, or for such other causes as are considered unfavorable for the execution of the work or for such times as is necessary due to failure of the contractor to carry out orders given to him. No compensation shall be paid on this account to the contractor.
15. Extension of time: No extension of time specified for the completion works shall be granted or claimed by the contractor as a matter of right. However, if the work is suspended for some time on account of bad weather, floods, earthquake or fire or non-availability of materials or tools and plants etc or due to any cause beyond the control of the contractor and the Department, no compensation shall be paid to the contractor on account of the aforesaid reasons but reasonable extension in time shall be considered

at the request of the contractor and discretion of the Department.

16. Equipment and Material: The contractor shall at his cost procure, supply and transport to site all materials etc for the works and bear all loading and unloading storage and other taxes payable thereof. The contractor shall arrange on his own all machinery like lifting and hauling equipment, welding and pneumatic equipment, special tools/plants and Engineering stores required for the work.
17. Contractors Representative/Site Engineer: The contractor shall keep on the site of works during its execution, competent and authorized Supervisors/Engineer to whom instructions concerning the works may be given from Engineer/ officer in-charge
18. of the works or his subordinates. The notices and written orders served and instructions given by the Engineering Wing/authorities concerned upon such supervision shall be deemed to have been served upon the contractor.
19. Payment to Labour: The contractor shall have to make timely payments to all labours engaged by him in case the Engineering Wing receives a complaint from labours for payment being withheld or deducted, he will pay the due wages to the labour himself, after due enquiry and deduct the amount from the dues/deposits of the contractor. However no such claim, what so ever, shall entertain after final payments are made to concerned contractor. Thereafter the contractor shall be solely liable for bearing the labour claim and consequence thereof.
20. Character of Workmen: Contractor shall be bound to employee competent workmen for every kind of work. Any person employed on the work who refuses or neglects to obey the directions of the Engineering Wing/any other official of the Department, or who is considered incompetent to execute any part of the work or is disorderly or causes nuisance or who commits trespass upon public or private property in the vicinity of the works, shall be dismissed when the officer in-charge so intimates and shall not be reemployed unless permission in writing is given in this behalf by the concerned Engineering Wing.
21. Housing Accommodation and Sanitary Convenience: The contractor shall provide and furnish proper housing accommodation and sanitary convenience for labours engaged on the works and these shall be maintained in a manner that will be inoffensive to the public, follow zoo rules and in compliance with local sanitary regulations.
22. Alterations/Additions/Variations: The Engineer and officer in-charge with the approval of Department may make any variation of the form, quality and quantity of work or any part thereof that may, in his opinion be necessary and desirable. The Engineer or officer in-charge with the prior permission of the Department can order the contractor to do any of the following:-

- Increase or decrease the quantity of any work included in the contract.
- Omit any portion of work.
- Change the character or quality or kind of any work.
- Change the levels, lines, positions and dimensions of any part of the works and No such variations as aforesaid shall in any way violate the contract.

No such variation shall be made by the contractor of his own without an order in writing of Engineer or officer in-charge. If at any time after the commencement of the works, the Engineer or officer in-charge for any reason whatsoever does require the above mentioned changes to be carried out the (Engineer or officer in-charge) shall give notice in writing in this behalf to the contractor. The contractor shall not also claim any compensation by reasons of any alteration having been made in the original specification, drawing, design and instructions which involve any curtailment or an addition, of the works as originally contemplated of his own.

23. Valuation of Extra Items: The Engineer or officer in-charge with the prior approval of Department shall authorize the contractor in writing to perform any extra item of work or furnish extra material not covered by the specification or not included in this contract but forming inseparable part of the works under this contract.

If the contract does not contain any rates applicable to the extra or additional work, then reasonable rates as specified hereunder shall be fixed by the Department.

- By analysis from the nearest item in the contract.
- Items not covered by the above provisions shall be paid on analysis bases on rate of labour and

material required for completion of work at market rates plus 10% contractor's profit. For this purpose, a contractor shall keep and maintain in such form, as the Department shall direct, a correct account of cost supported by sufficient details. The rates for these extra items as approved by the Department shall be final and binding on the contractor.

24. Local Laws and Rules: The contractor shall abide by all regulations and laws of Forest, Wildlife (civil/criminal), Revenue, and other Authorities, including Municipalities, Town Area Committees etc. For any violation he shall be liable to be dealt with under the relevant laws/Acts. No compensation whatsoever on this account shall be payable to the contractor by the Department.
25. Protection of Works and Adjoining Property: The contractor shall be responsible for the care of materials partially or wholly completed works until same are taken over by the Department duly completed by the contractor in accordance with the terms of the contract. The contractor shall make good at his own expenses for the damages which the work may sustain from any cause whatsoever prior to the taking over of the same by the Department. The contractor shall also be responsible to make good at his own expenses, the damages caused to the adjacent property due to this act or negligence of his employee or caused in the course of execution of contract. The Department shall not entertain any claim in this regard.
26. All materials taken out of site of the work is and shall be property of the Department.
27. Subletting: The contractor shall not assign or sublet the work in whole or part to any agency without written orders of the Department and if the contractor shall assign or sublet this contract, or attempt to do so or becomes insolvent or commences any insolvency proceedings to make any composition with his creditors or attempt to do so, or if any bribe gratuity, gift, lone, pre-requisite reward, or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Government in any way relating to this office, the contractor shall be solely responsible for the consequences which besides other penalties/actions may entail termination of contract and forfeiture of deposit, bank guarantees and other due payments if any.
28. Works Register: It is the duty of the contractor to maintain/sign the works register and measurement book, wherein measurements are recorded. In case of his failure to do so, the measurements recorded by the Department staff will be binding upon the contractor. No claim whatsoever on this account will be entertained by the Department.
29. Certificate of Completion: The works shall be deemed to have been duly completed when the Department certifies in writing that the works have been completed in all respects by the contractor. But no such certificate shall be given or the works shall not be considered to be duly completed until the contractor commissions the work to the entire satisfaction of the Department, removes materials, rubbish and cleans off debris and weeds from the site and all parts of the structure as per the requirements of the Department. If the contractor fails to comply with the requirements of this clause as to the removal of scaffolding, surplus materials, rubbish and cleaning of debris and weeds on or before the date fixed for the completion of the work, the Department shall remove such scaffolding materials and rubbish, weeds and dispose of the same as he thinks fit and clean up such debris at the cost of contractor. The contractor shall have no claim in this respect.
30. Insurance: Any accidental or incidental occurrence during the course of execution shall be entirely liability of the contractor. The contractor has to observe due care and caution as not cause damage to life/honors/property or cause mishap, nuisance. The insurance cover of the team members working for the project shall be responsibility of the contractor.
31. Clarification: For any further information / explanation / clarification, if required, the intending tenderers may contact Deputy director, Nandankanan zoological park.
32. Decision of Deputy director, Nandankanan zoological park. to be final: Except where otherwise specified in this contract, the decision of Deputy director, Nandankanan zoological park shall be final, conclusive and binding upon the contractor on all questions relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality, the workmanship or materials used for the work.
33. No contractor shall participate in this tender who has been already been blacklisted by any Govt. agency/ office.

34. The accepting department however reserves the right to reject any or all the tenders without assigning any reasons thereof at any stage.
35. The work order will be issued after requisite clearances under various act from the concerned authorities.
36. The Labour certificate is a pre-condition /necessary at the time of submission of bids.
37. Bidder shall quote their rates complete inclusive of all carriages, loading, unloading, of martial and other over heads.
38. Bidders shall also provide their Bank Account No. and Contact No.(Mobile/Landline)&e-mail I.D
39. The Department shall not be held responsible for selection criteria/policy matter being adopted by the Directorate of Information regarding publishing the e-NIT, in any of the newspaper under circulation.
40. Guarantee Period: The tenderer shall guarantee all the materials/equipment's supplied by him & works executed by him against any defective design, manufacture & workmanship for a period of 12 months from the date of handing over to the department.
41. The tenderer shall quote for the complete scope of the work as per price schedule advertised rate list in words & figures. The offer with insufficient particulars in any respect shall lead to rejection even if the offer is competitive. The rates to be quoted shall be in percentage (below or above) over schedule of rates 2022.
42. The tenderers shall quote FIRM rates for all items as per the price schedule/advertised rate list.
43. The contractor shall be responsible for all the losses/damage during transit of the supplies/material at site, till handing over of the system to concerned department. The department shall not be responsible for any work man's compensation, 3<sup>rd</sup> party liability etc. & the contractor shall obtain the policies to cover all the risk upto final handing over the system to the department.
44. The contractor shall make his own arrangement for water, electricity, storing facility, watch & ward of the material till handing over the system to the concerned department.
45. The department may revise or amend the specifications & other condition to the date notified for receiving of tenders. Such revisions & amendments shall be communicated to the prospective tenderers.
46. Arbitration:- In case of any doubt, dispute or difference whatsoever shall arise between contractor & the department either of the parties give the other notice in writing & same shall be referred to Director, Nandankanan Biological Park, who shall nominate any officer for arbitration under. The decision of the arbitrator shall be final & binding on parties.
47. Termination of Contract:- In case the contractor fails to comply to the terms & condition of the contract or fails to replace defective materials/ equipments, within the stipulated period, the department shall without prejudice to other remedies available to it under law, be competent to terminate the contract after 30 days clear notice to contractor & forfeited of security deposited and EMD, thereof. Penalty of 10% of the value of contract shall be imposed if contractor fails to execute the work in time or fails to maintain the system during the guarantee period.
48. In addition to the terms covered in the schedule of work & specification, the extra necessary work required shall be included in the scope of work within the quoted rates.
49. Clarifications of Bidding Documents: A prospective bidder requiring any clarification of the bidding, documents may notify the employer in writing or by E-mail at the Employer's address indicated in the Notice Inviting tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Else all doubts can be clarified on the pre bid meeting as mentioned.

50.

General condition:

Any item of work which is not advertised in the rate list but found necessary during execution shall be got executed and shall be paid with contractors tender appreciation/depreciation as offered by the contractor on whole tender.  
However Earnest Money Deposit (EMD) shall be released once the quantum of bill processed by the Department reaches 80% of contract amount. The intending tenders have necessarily to

adhere to the entire technical/commercial and general clauses as embodied in the tender document and no deviation whatsoever shall be accepted.

**FORM OF AGREEMENT** – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Deputy Director or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Deputy Director shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

### **AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.**

This agreement made the \_\_\_\_\_ Two Thousand \_\_\_\_\_  
\_\_\_\_\_ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Odisha (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Whereas the hirer desirous of hiring the tools and plants of the Department of the Odisha Govt. more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And whereas Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows: -

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the Forest Department workshop **at headquarters Deputy Director, Nandankanan Zoological Park as per Contract Data.**
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-off without the previous written approval of the Deputy Director
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & Workshop  
/ Store at **headquarters Deputy Director, Nandankanan Zoological Park as per Contract Data** in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Deputy Director. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Deputy



Director, Nandankanan Zoological Park , he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Deputy Director from time to time.

- (h) In case of break down, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.
- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Deputy Director. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Deputy Director the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Deputy Director such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Deputy Director - shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Deputy Director for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants
- (n) In case of any disputes between the hirer and the Government, the decision of the Deputy Director, Nandankanan Zoological Park shall be final.
- (o) This agreement shall be operated by the Deputy Director on behalf of the Government and the term Deputy Director shall include all officers duly authorized by him to exercise powers on his behalf.

#### THE SCHEDULE

Serial No.	Description and Name of the articles	No.	Amount of hire per hour.	Remarks

In witness where of the hirer and the Deputy Director has for and on behalf of the Governor of the State has set their respective hand, the day and the year here in above written.

Signed by:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Signed sealed and delivered in the presence of  
1. \_\_\_\_\_ 2. \_\_\_\_\_

- 116. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
- 117. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
  - (a) Making a false statement or declaration.
  - (b) Past record of poor performance.
  - (c) Past record of abandoning the work half way/ recession of contract.
  - (d) Past record of in-ordinate delay in completion of the work.
  - (e) Past history of litigation.
- 118. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
- 119. In case the 1<sup>st</sup> lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivizing the tenderer.
- 120. ADDENDUM TO THE CONDITION OF P1CONTRACT  
**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-schedule in g programme.**

- 2.1.1. The Deputy Director, Nandankanan Zoological Park / Deputy Director 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. As per amendment to Para-3.5.18 Note-VIII of O.P.W.D. Code Volume-I, before acceptance of the tender. The successful bidder will be required to submit a work programme and Milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on part of the agency to achieve the Milestone Liquidated damages will be imposed.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4<sup>th</sup> of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4<sup>th</sup> of the whole of the work before 3/4<sup>th</sup> of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Deputy Director 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 Deputy Director 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 Deputy Director 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. The Deputy Director approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Deputy Director again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 2.2. Extension of the Completion Date.**
- 2.2.1 The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15<sup>th</sup> day or such time period as mentioned in letter of Award after the date on which the Deputy Director 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.
- 2.2.2 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 dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Deputy Director 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.
- 2.2.3 In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Deputy Director but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Deputy Director to proceed with the works.
  - 2.2.3.1 Force majeure, or
  - 2.2.3.2 Abnormally bad weather, or
  - 2.2.3.3 Serious loss or damage by fire, or
  - 2.2.3.4 Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
  - 2.2.3.5 Delay on the part of other contractors or tradesmen engaged by Deputy Director in executing work not forming part of the Contract.
  - 2.2.3.6 In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
  - 2.2.3.7 Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

- 2.2.4 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.
- 2.2.5 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Deputy Director in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Deputy Director and this shall be binding on the contractor.

### 2.3. Compensation for Delay.

- 2.3.1. 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 Deputy Director, Nandankanan Zoological Park (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 of **P-1 Contract** or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation @ 1.5% per month 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 Deputy Director 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 whatsoever shall be payable on such withheld amount.

### 2.4. Management Meetings.

- 2.4.1 .Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 2.4.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **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 Executive Engineer shall be conclusive evidence), 20% of the value of left-over work will be realized from the contractor as penalty.

119. A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listings of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

- a. Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b. Involvement in any sort of tender fixing.
- c. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d. Persistent and intentional violation of important conditions of contract.
- e. Security consideration of the State i.e. any action that jeopardizes the security of the State.
- f.
- g. Submission of false/ fabricated / forged documents for consideration of a tenderer.
- h. Non submission of Additional Performance Security (APS) within stipulated period as specified in

Clause 28 (iii) as per Works Department Office Memorandum No.14402 dtd.06.10.2017.

- i. Keeping Business Relationship with a fraud Company in any manner that affects the contract executed with Government or Government agency as per Works Department Office Memorandum No.10496 dtd.12.07.2018.

120. **ELIGIBLE CRITERIA:** - To be eligible for qualification, applicants shall furnish the followings.
- Required **Cost of Bid document as per Clause No.04**. The proof of payment of cost of bid document must be uploaded with the tender documents.
  - Bid Security (EMD) Amount as per clause -06.
  - Scanned Copy of valid Contractor's Registration Certificate, GST Registration certificate, GSTIN, PAN card along with the tender documents as per **Clause No.07**.
  - Information in scanned copy regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and **affidavit to that effect including authentication of tender documents in schedule "F"** as per **clause-11**.
  - No relation Certificate in Schedule – A
  - Submission of documents as prescribed in the relevant clause of DTCN.
  - EPF registration copy .
  - ESI registration copy
  - Bidder/ Firm should furnish **list of similar works executed during last Three financial years** stating the Agreement No., date of commencement and completion, actual date of completion duly certified by the employer.
    - Three similar completed works costing not less than the amount equal to 40% of the value of work put to tender in last Three years Or
    - Two similar completed works costing not less than the amount equal to 50% of the value of work put to tender in last Three years Or
    - One similar completed work costing not less than the amount equal to 80% of the value of work put to tender in last Three years.

For the definition of similar works means experience in construction of structures i.e Similar structure like public Buildings & steel fabrication works. The certificate to that effect has to be obtained from an officer not below the rank of Executive Engineer concerned with the work under report. Schedule D & Schedule E

- j. **Annual Turnovers:** Bidder/ Firm should have average annual financial turnover of not less than 40% of the value of work put to tender in any one year in civil construction works during last Three Financial years and the Turn over need to be certified by a registered Chartered Accountant with balance sheet.


The bidder who meets the above minimum eligible criteria shall be qualified.  
Total: - 120 (One hundred twenty) clauses only.

**Special Condition:**

- ❖ All reinforcement steel and structural steel shall be procured from primary producers of steel- SAIL/RINL/TATA/JINDAL STEEL  
In case of exigency, other brands (primary producers) of steel may be used with proper justification and prior approval of competent authority satisfying the tests as required by BIS's Code.

The Cement of the companies having their own manufacturing units in the State of Odisha is to be used in all works.

**N.B. If any doubt or clarification sought for may be contacted through  
e-mail-ID: [deputydirector.kanan@gmail.com](mailto:deputydirector.kanan@gmail.com)**

  
Deputy Director  
Nandankanan Zoological Park



Sl no	Description	Approved Makes
1	Sanitary ware(Vitreous China)	Parry ware/CERA/Jaguar /Somany
2	Seat Covers	Parry ware, Hind ware, CERA/ Somany
3	CP Fittings	Jaquar/King stone/CERA/Somany
4	CP Brass Accessories	Jaquar/CERA/Somany
5	Stainless Steel Sink	Neelkanth/AMC/Jayna/Prince/Venus/ Racold/CERA/Somany or Equivalent
6	GI Pipes	Tata/Jindal (Hissar)/RK/Somany
7	GI Fittings	UNIK/RBrands/KS/Zoloto-M/Sun/Somany or Equivalent
8	Ballvalves	Zoloto/AM/Leader/CERA/Somany or Equivalent
9	Butterfly Valves	Audco/Inter valve/Keystone/Venus/ KSB/CERA/Somany or Equivalent
10	Non-return valves Gunmetal or CI	Leader/Zoloto/Kirloskar/IVC/CERA/Somany
11	CI Pipes/ Fittings & Manhole covers	RIF/Neco/Bengal Iron Works/Somany or Equivalent
12	CI Pipes "Class-A"	TISCO/Kesoram/Electro Steel/Somany or Equivalent
13	Stone ware Pipes/Traps	Perfect/Burns/ISI Marked or Equivalent
14	UPVC pipes/fittings	Supreme/Finolex/Polypack/Prince/Somany or Equivalent
15	Insulation	UPT wiga/Lloyd's India Ltd. or equivalent
16	SFRC Manhole Covers/Gratings	KK Manholes / Moonlites / S K Precast /Concrete/Pragati Concrete or Equivalent
17	RCC Pipes	IHP/Akshay/ISI marked or Equivalent
18	Hand Drier	KOPAL/Argah/U-Tech/AOS-Robo/CERA or Equivalent
19	Automatic Flushing	Angash International/KOPAL/Waves CERA/Somany or Equivalent
20	Geyser	Racold/CERA or Equivalent
21	PVC Storage Tank	Sintex/Uniplast or equivalent
22	Flush valves	Gem/Jagaur/Orient/CERA or Equivalent
23	(i) Cement  (ii) White Cement	ACC / BIRLA / J K / Ramco/ Coramandel / Ultra Tech/Dalmia DSP/ JSW
24	TMT Steel	SAIL/TATA/RINL/TISCO/JSW/ESSAR /BMM/Bhuwalka/Agni/Indus/Kamdhenu /Shyam steels/Sunvik / approved /empanelled manufacturers by BIS / RDSO/ JSW Steel Ltd /Jindal Steel & Power Ltd. / Electro steels Ltd. /Shyam Steel Industries Ltd./
25	Structural Steel	SAIL/TATA/RINL/TISCO /Ispat/jindal

**LIST OF MAKES FOR MAJOR ITEMS OF LEADING MANUFACTURERS  
FORCIVIL, PLUMBING AND SANITARY WORKS**

26	Flush Doors	Dura board/Kit Ply/Merino Ply ISI Marked or
27	Vitrified Tiles	Diamontile/MarboGranite/Granite/Naveen/Nitco/Kajaria/Ex xaro/AGL/CERA/RAKor Equivalent
28	Stainless Steel	Jindal/SAIL/Golden or Equivalent
29	Aluminum Sections	Hindalco/Jindal/ or equivalent
30	Glass(Toughened)	Saint Gobain/Modi Float/Asahi Float or Equivalent
31	Polycarbonate Sheet	Danpalon/Alcox/Polygal or equivalent
32	Interlocking Cement Concrete Precast paver blocks	Hindustan Tiles/Nimco Prefab/KKMan holes/ ASTTRA or Equivalent
33	HDPE Water Supply Pipes	Duraline/ Oriplast/Hallmark/Pioneer/Somany/
34	Gunmetal gate valves, Non Return valves	Leader/Zoloto or Equivalent
35	Paint/Primer/Oil bound distemper/Acrylic paint	1 <sup>st</sup> Quality paints of Asian/Berger/Nerolac/ICI /Acro paints/Hindcon Chemicals or equivalent
36	Ceramic Tiles(For walls & Floors)	Kajaria/Somany/Orient/Bell/Johnson/ Naveen/CERA/RAK or equivalent
37	Anodized Aluminium fittings for Doors/windows	Crown/ALANS/Classic/Bharat/Argentor Equivalent
38	Mild Steel Butt Hinges/Piano Hinges	Jolly/Garg/AMIT/ASI/Supreme or equivalent
39	Pre-laminated particle board – Exterior grade	Novopan/Merino/Anchorjam/BhutanBoard or Equivalent
40	Water proof Cement Paint	Snowcem/Asian Paints/Berger/Permaor Equivalent
41	Ready Mix Concrete	ACC/L&T/AHLCON/JK Cement/Unitech/ Grasim/Birla/RMC/Ultratech or Equivalent
42	Black Board/Ply	Phenol bonded boards of Merino/Duro/Samrat /KitPly o equivalent
43	Fire cum smoke check doors	Navair/adhunik or Equivalent
44	Nuts Bolts/Screws	Kundan/Puja/Atul or Equivalent
47	Exterior grade Acrylic	Servian Williums, Asian Paints/Nerolac/Berger/ICI Hindcon Chemicals
48	Textures paint	Rennova or Equivalent
50	CPVC Pipes	Astral/Ashirwad/Finolex/Supreme/Somany Or equivalent
51	Asbestos sheets	Everest/Supreme/Vishaka/Finolexor Equivalent
52	Pre-coated galvanized iron/steel sheet bentto profile	Karthik/Vishal/TATA/ACE Tech/Shankar/ Vishakha/Sagittarius Profiles Pvt. Ltd./Arch Roof or equivalent
53	Pre-painted steel windows	NCL Secular, Elixir Met Form Pvt. Ltd./or Equivalent
45	Perquet Floor	Nemo/Prima Pergo or Equivalent
46	Mineral Fiber Ceiling	Lloyd/Nittobo/Armstrong or Equivalent
47	Exterior grade Acrylic	Servian Williums, Asian Paints/Nerolac/Berger/ICI Hindcon Chemicals or Equivalent
48	Textures paint	Rennova or Equivalent
50	CPVC Pipes	Astral/Ashirwad/Finolex/Supreme/Somany Or equivalent
51	Asbestos sheets	Everest/Supreme/Vishaka/Finolex or Equivalent
52	Pre-coated galvanized iron/ steel sheet bentto profile	Karthik/Vishal/TATA/ACE Tech/Shankar/ Vishakha/Sagittarius Profiles Pvt. Ltd./Arch Roof or equivalent
53	Pre-painted steel windows	NCL Secular, Elixir Met Form Pvt. Ltd./or Equivalent

## LIST OF APPROVED MAKE FOR ELECTRICAL WORKS

	Description	Approved Makes
1	FRLS Wires (PVC Insulated, Sheathedmultistrandcopperwire)	Polycab/Havells/Wincap/Finolex/Anch or
2	Aluminum armored XLPE Cable	Havells/Glostar/Universal/Nicco/Polycab /Gemscab
3	Modular switches, S o c k e t s & Fan Regulators (ISI Marked)	Anchor/MK/ABB/Havells or Equivalent
4	Light Fixtures	Philips/Bajaj/Crompton Greaves/Havells
5	Data Cable/Data socket	D-Link
6	Pre-wired MCBDB/Miniature Circuit Breaker/MCBs/ELCB/ RCCB/Isolators	L&T/ABB/Havells/Indo Asian
7	Switch fuse units, Changeover switches	ABB/Havells/Standard/HPL/C&S/L&T
8	AC Ceiling Fan/Wall Mounting fan	Crompton Greaves/Usha/Havells/Bajaj Or Equivalent
9	MCCB's/ACB's	ABB/Schneider/Legrand/C&S/L&T
10	Telephone Cable	Delton/Finolex/Kothari
11	Rigid PVC Conduit/Flexible/PVC Conduit	VIP/Universal/Avonplast/Sudhakar Pipes /Nandi
12	Buzzer/Bell	Bajaj/Anchor/Getco/Cona
13	Exhaust Fan	Almonard/Bajaj/Havells/Polar
14	GI Pipes	TATA/Jindal(Hissar)/RK
15	6AMPSceilingRose,Holder,Adopter,NormalPianotypeswitches,soc kets,BellPush,Sockets,Pintops,U niversalsocket, DP Switches, Stepped Regulators, Bell	Lisha/Cona/ELEE/GM/Anchor

**Tenderers are required to submit the information in the following Schedules****CERTIFICATE OF NO RELATIONSHIP**

I/We hereby certify that I/We\* am/are\* **related / not related** (\*) to any officer of Forest Department of the rank of Deputy Director & above and any officer of the rank of 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 forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.

(\*) - Strike out which is not applicable

Signature of the Tenderer

Date: -

.....

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

Sl. No.	List of plants and equipments	Requirement	Marks
1	Truck/Tipper	2 Nos	20
2	Concrete Mixture	2 Nos	20
3	Generator	1 Nos	10
4	Plate Vibrator	2 Nos	10
5	Needle Vibrator	3 Nos	15
6	Centering & shuttering materials.	500Sqm	15
7	Water Tanker	1No.	10
	Total		100

**Pass Mark = 80 (Non securing of pass mark will be liable for rejection of tender)**

**NOTE :**

1. Capacity of each plant and equipment should be as per specification attached separately.
2. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
3. The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
4. Apart from the above list, all other machinery/equipment as will be required for satisfactory completion of the work shall have to be deployed by the agency.
5. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

**Signature of Tenderer**



**CERTIFICATE OF LIST WORKS EXECUTED**

I/We do hereby certify that the following works have been executed by me/us in the past.

SI No.	Particulars of work already executed	Value of work executed/ In progress	Name of Department under which the works were executed	Period of commencement & completion.	Whether the work was completed in stipulated period.	Remarks
1	2	3	4	5	6	7

Signature of the 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:

Signature of the tenderer

**Note:**

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

**AFFIDAVIT**

**(To be furnished in original in legal stamp paper)**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals \_\_\_\_\_ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) 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.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date.

**BIDDER CONTACT ADDRESS**

**1. Name:**

**2. Address:**

**3. e-mail ID:**

**4. Telephone No.:**

**5. Mobile No:**

Signature of the bidder

Total :-51 (Fifty One) pages only

APPROVED for 51 (Fifty One) pages .

Deputy Director,  
Nandankanan Zoological Park