

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**



BID DOCUMENT

e – Procurement Notice No.: e-CHID- 07 /2026-27

BID IDENTIFICATION NO.: SE-CHID- 68 / 2026-27

NAME OF THE WORK.

Provision of 3 Phase power supply of load 30 KW for
Baghalati Irrigation Project including service connection at
Baghalati Dam Site, Nuagada

This e –Procurement Bid Document contains 68 Pages.

**Superintending Engineer
Chikiti Irrigation Division
Brahmapur**

PARTICULARS OF TENDER

1. Name of Work : Provision of 3 Phase power supply of load 30 KW for Baghalati Irrigation Project including service connection at Baghalati Dam Site, Nuagada
2. Estimated Cost put to Tender. : Rs 39.47 Lakhs
3. E.M.D. : Rs. 40,000/-
4. Period of completion : 4 (Four) months.
5. Class of Contractor : 'HT' Class only (Orissa P.W.D. or equivalent class of other licensing authority)
6. Cost of participation in on line Bid : Rs. 6,000 .00 (Non-refundable) for Bid Documents.
7. Availability of Bid document for on line bidding : From 22.09.2026,10.00 A.M. to 07.10.2026, 5.00 P.M.
8. Clarification regarding bidding online : From 22.09.2026 to 01.10.2026 during office hours.
9. Date of opening of Bid document. : On 08.10.2026 at 11.30 A.M. in the Office of the Superintending Engineer, Chikiti Irrigation Division, Brahmapur, Brahmapur, Ganjam.

**Superintending Engineer
Chikiti Irrigation Division
Brahmapur**

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SECTION – 1

NOTICE INVITING TENDER (N.I.T.)

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
Office of the Superintending Engineer,
Chikiti Irrigation Division, Brahmapur - 760004
e-mail:eechidbam@gmail.com
INVITATION FOR BIDS
e-Procurement Notice No. e-CHID-07/2026-27

The Superintending Engineer, Chikiti Irrigation Division, Brahmapur on behalf of Hon'ble Governor of Odisha invites percentage rate tenders in single cover system through e-procurement for execution of the following works. The bids should be submitted by eligible class of contractors through on-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment (with own digital signature certificate). The registered bidders outside of Odisha can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month of acceptance of bid. The bidders may submit online bids for any or all of the following works.

Sl. No.	Bid Identification No.	Name of Work	Approx. Value In Lakh	E.M.D. Required (Rs.)	Cost of Bid Document (Rs.)	Period	Class of Contractor
1	2	3	4	5	6	7	8
01	SE-CHID-68/2026-27	Provision of 3 Phase power supply of load 30 KW for Baghalati Irrigation Project including service connection at Baghalati Dam Site, Nuagada	39.47	40,000/-	6000/-	04 (Four) Months	'HT'

N.B.-The quoted rate should be all inclusive but excluding G.S.T. applicable under works contract.

1. The Bidder shall transfer online Earnest Money Deposit/Bid Security of the amount specified for the work in the Column-5 of above table as part of its bid through a process as mentioned under DTCN.
2. The Bidder shall transfer online the cost of bid document specified for the work in the Column-6 of above table through a process as mentioned under DTCN.
3. Bid document consisting of qualification, information and eligibility criteria of bidders, plans and specification and schedule of quantities of the works are available in website www.tendersodisha.gov.in and, the set of terms and conditions of contract and other necessary documents can be seen in the website till last date of online bidding for the works.
4. Bidders registered in the e-Procurement portal www.tendersodisha.gov.in can participate in the on-line bidding for any one or all of the works mentioned in Col.2 /Col.3 of the table. The **online bidding** for the works shall start from **22.09.2026 at 10.00 AM to 07.10.2026 at 5.00 PM.**

5. The bids for the work for a qualified Bidder shall remain open for acceptance for a period of 90 days from last date of receipt of bids. If any Bidder/Tenderer withdraw his Bid / tender before the said period or makes any modification in the terms and condition of the bid, the Earnest Money Deposit (EMD) deposited at the time of submission of tender shall stand forfeited.
6. Bids must be accompanied by scanned copies of required affidavit by the Notary, Govt. of Odisha in an India Non-Judicial stamp paper worth Rs 10.00 as per the prescribed form appended in the DTCN indicating name of the work and Bid Identification No., valid HT license registered under Government of Odisha, PAN, valid EPF& ESI registration No., GST Registration Certificate, and copies of system generated payment receipt of cost of bid documents and EMD (Bid Security) during online bidding. Bid submitted without the above documents in the prescribed format will be summarily rejected. The bidder has to upload willingness to give comprehensive guarantee on all the works executed for a period of two years from the date of completion of the work during online bidding or else the bid shall be rejected. The authority reserves all the right to verify the authenticity of documents in case doubt or complain.
7. Bidders registered as “Engineer Contractors” for participating in bid shall have to upload an Affidavit for not having availed this facility in three works during the year 2026-27. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for award of the work, at the time of verification of documents. Bidders registered as S.C. & S.T. Contractors desiring to avail concession(s) / price preference as per Para 2 of Works Department Resolution No. 27748 Dated. 11.10.1977, have to mention in the Affidavit and upload necessary document and affidavit in support of their claim along with their bid, failing which their case will not be considered for availing concessions/price preference as per the above rule. No claim in this regard after opening of the bid will be entertained. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference. The Bidder should mention his/her present Postal Address, e-Mail ID and Mobile Number in the Affidavit submitted along with the tender.
8. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the Superintending Engineer, Chikiti Irrigation Division, Divisional Accounts Officer (DAO) and Divisional Estimator will remain present.
9. As per Office Memorandum No.173/W, Dt. 03.01.2026 of Works Department, the Additional Performance Security (APS) shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:
 - a. Where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.

- b. Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/ security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.
- c. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
- d. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- e. The additional performance security shall be treated as part of the performance security.
- f. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal, However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid. Justification if required for abnormally low bid should reach this office within 03 working days from issue of the letter otherwise the bid shall be liable for rejection.

Additional Performance Security (As per Memorandum No. 173/W Dated 03.01.2026) shall be furnished by the bidder when the bid amount is less than the estimated cost put to tender. Only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish Additional Performance Security (As per Memorandum No. 173/W Dated 03.01.2026) in shape of N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Superintending Engineer, Chikiti Irrigation Division, Brahmapur from any Nationalized Scheduled Bank in India counter guaranteed

by its local Branch at Bhubaneswar/ e-Bank Guarantee executed on the National E Governance Services Limited (NeSL) Digital Document Execution Portal/ Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI). Such instruments shall be accepted towards Earnest Money Deposit (EMD), Initial Security Deposit/ any other security deposit from the contractor or supplier within seven days of issue of letter of acceptance (LOA) by the divisional officer (by-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled & the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder. If the Additional Performance Security (APS)/ Initial Security Deposit (ISD) is submitted in shape of Bank Guarantee (BG) by the bidder then the validity of the BG should be for a minimum period equal to the period allowed for completion of the work.

Clarification on Works Department Office Memorandum No.173 dt. 03.01.2026 regarding Amendment of Codal and Contractual Provisions.

The following clarifications are issued on Works Department Office Memorandum No. 173 dated 03.01.2026.

- (i) The phrase “....to abolish the extant provisions of threshold negative bid caps (14.99%) introduced “In the first para of the Works Department OM No. 173 dated. 03.01.2026 May be read as “ to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No.1437, dt. 31.01.2023”
 - (ii) If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the Superintending Engineer, Chikiti Irrigation Division, Divisional Accounts Officer (DAO) and Divisional Estimator will remain present.
 - (iii) If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, The tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
 - (iv) As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No. 173 dt. 03.01.2026, the bid shall be finalized as per the earlier provision in Appendix-IX, Clause 36 of OPWD Code Volume-II.
 - (v) This has been concurred in by the Finance Department in File No. FIN-WF1-MISC-0102-2025.
- 10.** As per Office Memorandum No.16 dt.01.01.2015 of Work Department Government of Odisha, when in response to a notice calling for tenders, only a single tender is received in the first instance, the tender will be cancelled without opening of the bid and fresh tender will be invited publicly. If single tender is received, even after retendering, then the approval of the next higher authority shall be obtained, if the tender is in order and acceptable. As settled by the Hon’ble

Odisha High Court in their Judgment passed on 09.05.2017 in WP(C) No.22315 of 2016 in case of M/S Debabrata Samal-Vrs-State of Odisha, the works department O.M No-16 dt.01.01.2015 implies that single received in the first call shall be cancelled without opening of bid and in case when more than one tender have been received in the first call and only a single tender is found to be responsive, the same is also liable to be cancelled due to lack of competitive price bidding.

11. The Bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission. Resubmission of Bid by the Bidders for any number of times before the final date and time of submission is allowed.
12. The Bids will be **opened** by on-line system on **08.10.2026 at 11.30 AM**, in the presence of the bidders who wish to attend. If the office happened to be closed on the date of opening of the bids as specified, the bids will be opened subsequently on the next working day at the same time and venue.
13. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the state Government is allowed to work as a contractor for a period of two years after his retirement from Government Service, without Government permission.
14. The Bidder or his authorized Agent may contact the Superintending Engineer, Chikiti Irrigation Division, Brahmapur or his authorized officer from **22.09.2026 at 10.00AM to 01.10.2026 5.00PM** during office hour for further **clarification** regarding the tender.
15. Other details can be seen in the bidding documents, which is available in web-site www.tendersodisha.gov.in
16. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Superintending Engineer
Chikiti Irrigation Division
Brahmapur

SECTION – 2

DETAILED TENDER CALL NOTICE

Office of the Superintending Engineer, Chikiti Irrigation Division, Brahmapur.

DETAILED TENDER CALL NOTICE

1. The Superintending Engineer, Chikiti Irrigation Division, Brahmapur invites **on-line percentage rate** tender for the work “**Provision of 3 Phase power supply of load 30 KW for Baghalati Irrigation Project including service connection at Baghalati Dam Site, Nuagada**” through website in the prescribed form in single cover, to be eventually drawn in P.W.D. Form No.P-1 from the Registered contractor of valid **HT** license registered under Government of Odisha, and equivalent registered under Water Resources, Works and other Departments of Govt. of Odisha, C.P.W.D., Railway or Military Engineering Services, Air and Naval or other State Govt., Govt. of India, Central Govt. undertakings are also eligible to tender for the work. This invitation for Bids is open to eligible bidders and to bidders who are registered in the portal. Successful Bidders registered under other state Govt. / CPWD / MES / Railway, Air & Naval has to register under State PWD before signing of the Agreement.
 2. The bidders are to bear all costs associated with preparation and submission of bids. Download and submission of Bids can be made in e-Procurement portal from **22.09.2026 at 10.00 AM to 07.10.2026 at 5.00 PM**, the cost of bid being Rs. 6,000.00. Documents to be furnished by the bidder in compliance to the requirement as per DTCN & IIT will be prepared by him & furnished. The bidders shall prepare the documents & up load the scanned document to the portal in appropriate place. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.
 3. The value of the work tendered for is **Rs. 39.47 lakhs**
 4. Bids are to be submitted **online**.
 5. No Bidder will be permitted to furnish his bid in his own manuscript.
 6. The bidder shall transfer the bid security (Earnest Money Deposit) @ 1% of the amount put to Bid i.e. **Rs. 40,000.00**, by online as mentioned in the Tender Details through payment gateway of designated banks and in no other form. A bidder shall make electronic payment using his/her internet banking enabled account with designated banks. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks. For submission of bids through e-procurement portal, the bidder shall scan all the written pages of the Contractor's License (CDMS R.C.), PAN Card, GSTIN Clearance Certificate, Labour license, Affidavit regarding authentication of documents & No Relation Certificate etc. and upload to the system in designated place.
- N.B. a) No Cheque / Bank draft/ Cash Payment will be accepted as E.M.D.
 b) Adjustment of E.M.D. submitted previously with other bids shall not to be entertained.
7. Bidders registered as “Engineer Contractors” desirous to avail exemption of E.M.D. for participating

in bid shall have to upload an Affidavit for not having availed this facility in three works during the current financial year and produce the original Affidavit before drawl of agreement. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for recording the fact of availing exemption of E.M.D. for award of the work. Bidders registered as **S.C. & S.T. Contractors** desiring to avail concession(s)/ price preference as per prevailing rules should apply for the same in writing in shape of Affidavit and upload necessary document and affidavit in support of their claim along with their bid, failing which their case will not be considered for availing price preference as per the above rule. No claim in this regard after opening of the bid will be entertained.

8. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.

9. If a bidder submits more than one bid for a particular work through e- Procurement portal, the system shall consider only the last bid submitted through portal.

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

11. The bidder can seek clarification on the bids as per mentioned date to the deadline for submission of bids from the A.I.T. (Authority Inviting tender).

The A.I.T's response will be forwarded through the e-mail ID of the enquirer.

12. Deleted

13. Deleted

14. A bidder or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last three years having the contracted work as in-complete prior to the date of the bid, shall be disqualified. The information to this effect and the authentication of bid documents should be furnished in **Annexure-'E' & 'F'** in absence of which will be summarily rejected.

15. All charges towards quality control test will be borne by the bidder.

16. The work is to be completed in all respect within **04 (four) months** from the date of issue of work order.

17. All bids received will remain valid for 3 months from the last date of receipt of bids and validity of bids can also be extended if agreed to by the bidder and the Department.

18. Bidder whose bid is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-charge.

19. The date of commencement of the work shall be as notified in work order.

20. The Plans, specifications and scope for the work can be seen from the Govt. website during the sale and received period of tender.

21. The bidder shall carefully study the tentative drawing and specification applicable to the contract and documents which will form as part of the agreement to be entered into by the accepted bidders. The detailed standard specifications for Odisha and other said relevant specification and drawings are available with the tender document or with the **Superintending Engineer, Chikiti Irrigation Division, Brahmapur**. Complain at a future date that plans and specifications have not been seen by the bidders will not be entertained.

22. Every bidder is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and food stuff etc. In every case the materials must comply with the relevant specifications. 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.

The bidder will be deemed to have satisfied himself that the Rates quoted by him in the bid will be adequate to complete the work according to the specifications and conditions attached to and that he has taken in to account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, lead, lifts, delifts, loading and unloading and freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. Complaints at future date that the availability of materials, labour or any other factor have been misjudged cannot be entertained. It should be understood clearly that no claim whatsoever will be entertained thereafter on the plea of non-availability of proper quantity and quality of materials including food stuff or for any other.

23. Every bidder should quote a definite percentage rate for the work which will be included in the contract. Tenders containing indefinite terms such as estimated rates or schedules of rates will not be considered.

24. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.

25. An intelligent BOQ in MS Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the percentage equal / excess / less in figure only at the appropriate locations. The total amounts in case of percentage rate tender shall be calculated automatically and shall be visible to the bidder. The bidder is not supposed to change or modify the format of the excel sheet in any form.

26. During submission of Bids through the e-Procurement Portal, the bidder can upload the scanned copy of the documents in the designated locations of the Bid. Submission of document shall be affected by using DSC of appropriate class and thus shall be in encrypted form.

27. The bid may not, at the discretion of the competent authority, be considered unless accompanied by scanned attested true copies of income tax clearance certificate (I.T.CC), PAN card & GST Registration Certificate. The original certificates are also to be produced for verification as and when

asked for, failing which the tender is liable for rejection.

28. The bids containing extraneous condition not covered by the tender call 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. All the prescribed forms must be filled up in the proper order. Incomplete tender shall be summarily rejected.

29. During of submission of Bids through the e - procurement Portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation. During submission of Bids through the e-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

30. Items of work not covered by the bid shall be paid at the current schedule of rates of the state and those not covered by the said schedule rates will be paid, on actual analysis approved by the competent authorities.

31. On no account the contract work should be sublet to any body without the prior approval of the competent authority of the Department. In such an event the contract may be rescinded with penalty as will be deemed proper as per decision of the competent authority.

32. Letters etc, raising and lowering the rates or dealing with any point in connection with the tender will not be considered.

33. Schedule of quantity accompanies tender notice: - It shall be definitely understood that the Government does not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions additions or alternations shall in no way invalidate the contract and no extra monetary compensation will be entertained.

34. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the bid may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate the contract rates. The contractor shall not be entitled for any compensation on this account, except extension of time where considered necessary.

36. Deleted.

37. Contractor shall bear all cost of various incidental charges, sundries, contingencies necessary for the work (Rent, Royalty and other charges of materials). GST on works contract as applicable at the time of payment shall be paid extra over the gross amount of R/A bill on production of GST invoice in

accordance to Odisha Goods and Service Tax Act-2017.

38. The earnest money will be retained in the case of successful bidder and will be dealt with as per the terms and conditions of the O.P.W.D code and will not carry any interest. The earnest money of the unsuccessful bidder will be refunded on application after the bid is finally accepted.

39. The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.

40. That for the purpose of jurisdiction in the event of any dispute if any 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.

41. The bidder whose bid is selected for acceptance, shall within a period of seven days upon intimation being given to him of acceptance of his bid make an initial security deposit in the form of NSC and postal time Deposit, Pass Book, Kisan Vikas Patra and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign agreement in the P.W.D. Form No. F2 (Schedule XLV No.61)/ P1 for the fulfillment of the contract in the office of the **Superintending Engineer, Chikiti Irrigation Division, Brahmapur**. During submission of Bids through the e-Procurement Portal, the system shall generate the award of Contract letter and intimate the bidders in his e-mail The security deposit together with the earnest money and the amount withheld according to the provision of F₂ /P1 agreement shall be retained as security for the due fulfillment of this contract. Failure to enter in to the required agreement and to deposit the security as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered in to between the contractor and the Govt. shall be the foundation of the rights of both the contractor and the Govt. and the contract shall be deemed to be in-complete until the agreement has first been signed by the bidder and then by the proper officer authorized to enter into the contract on behalf of the Govt. The security will be refunded one year after completion of the work and payment of the final bill and will not carry any interest. Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref. works Department order No. 17823/WE dt. 11.10.2006.

42. Under section 12 of contract labour (Regulation and Abolition Act. 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (Labour license).

43. The bidder shall be liable to fully indemnify the department of any compensation under workmen compensation Act VIII of 1993 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

44. Bidders are required to abide by the fair wages clause as introduced by Govt, of Odisha and will not pay less than the fair wages fixed by Govt, to the laborer's engaged by him for the work.

45. In case of any complaint by the laborer's working about the nonpayment of his wages as per latest minimum wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default he may recover such amount from the contractor's dues and pay such amount to the laborer directly under intimation to the local labour officer to the govt. The decision of the Superintending Engineer is final and binding on the bidder.

46. The bidder will have to submit to the **Superintending Engineer, Chikiti Irrigation Division, Brahmapur** monthly return of laborer both skilled and unskilled employed by him on the work.

47. The bidder should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for- detention for labour on any account will be entertained.

48. No compensation will be paid by the department for any damage caused by rain, flood, cyclone, tide or by any other natural calamities during the execution of the work.

49. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.

50. The bidders shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of works Housing and supply in their standing order No. 44150 dt.25.1.1957 which can be seen in the office of the undersigned **Superintending Engineer, Chikiti Irrigation Division, Brahmapur** on working day, during office hours.

51. The bidder shall bear various incidentals sundries and contingencies necessitated by the work in full within the following or similar category.

(a) Rent, Royalties and other charges of materials, entry tax all other taxes, ferry tolls, conveyance charges and other cost on account of land and building & temporary electric connection to worksite as well as construction of coffer dam. construction of service road diversion road and its maintenance till completion of work required by the bidder for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work. GST on works contract as applicable at the time of payment of R/A bill shall be paid extra over the gross amount of R/A bill on production of GST compliant Invoice.

(b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.

(c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.

(d) Fees and duties levied by the municipal canal or water supply authorities.

(e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the laborer engaged for the work.

(f) Suitable fencing. barriers, signals Including paraffin and electric signals where necessary at work and approaches in order to protect public and employees form accident.

(g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the workmen compensation Act.

(h) The bidder has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.

52. All preliminary works such as vats, mixing platforms etc. are to be done by the bidder at his own cost. No payment will be made for bench marks, level pillars, profiles, benching and leveling the ground where require. The rates to be quoted should be before finishing items of work inclusive of carriage of all materials and incidental items of works.

53. After the work is finished all surplus materials, & derrises should be removed 100 meters clear away from the site of the 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 and this should be inclusive of the rates,

54. If any further necessary information is required, **Superintending Engineer, Chikiti Irrigation Division, Brahmapur** will furnish such, but it must be clearly understood that the tender must be received in order and according to instruction.

55. The work will be commenced after land acquisition, forest & environment clearance, if required. In case of delay in acquisition of land, forest & environment clearance, no compensation will be admissible but extension of time will be allowed.

~~56. The department will have the right to supply at any time in the interest of the work any departmental material to be used in the work in addition to those mentioned in clause No 54 and the contractor shall use such materials at the stock issue rate fixed by the Department or market rate whichever is higher.~~

57. Over and above this condition including the technical specifications the terms, conditions, rules and regulations and specification laid down in Odisha detailed standard specification and OPWD code are also binding on the part of the contractor.

58. In case of submission of bids through e-Procurement portal, the bidder shall upload the scanned copy /copies of documents as required vide clauses of the DTCN & IIT. The on-line bidder shall have to produce the original documents in support of scanned copies before drawl of agreement.

59. **No Relation Certificate**

The bidder shall have to furnish a certificate along with the bid to the effect that he is not related to any officer in the rank of an Asst. Engineer and above in the state P. W.D. or Asst. Secy. and above in the W.R. Department. If the fact subsequently proved to be false the contract will be rescinded. The earnest money and the total security will be forfeited and shall be liable to make good the loss of damage resulting from such cancellation. The proforma for no relation certificate is contained in a separate sheet of D.T.C.N in **Annexure-G'**

60. The bidder shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to taking up the work for execution.

61. The bidder is to supply necessary labour and materials for the purpose of alignment laying

whenever required at his own cost.

62. The bidder should arrange necessary tools and plants such as pumps, Road Rollers etc, required for the efficient execution work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the bidder.

63. In the event of delay in supply of design reasonable extension of time will be granted on the application of the bidder. But no claim for monetary compensation will be entertained under any circumstance.

64. Under no circumstance, Interest chargeable for the dues to any additional dues, if any payable for the work.

65. Conditional tenders will not be taken into consideration.

66. The EMD will be forfeited if the bidder backs out from offer before acceptance of the bid by the competent authority as concurred in by law Department. & Finance Department in their UOR No. 848/L 31.5.97 & UOR No.202/WFD Dt.6.3.98 respectively. (Works Department Memo No. 101/Clt.30.3.98) also the EMD will be forfeited. If the bidder fails to sign the agreement after acceptance and not willing to deposit the required ISD and additional performance security for the unbalance tender items, action will be taken as per the provisions in the DTCN.

67. Protection against flood: In case of flash and untimely floods in the river during the working season resulting in overtopping of coffer dam and flooding of the work area, the contractor shall make his own arrangement at his cost to shift the machineries, equipments, materials, labour and departmental machineries if hired by the contractor to a safe place. The work shall have to be resumed after resending of floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. The debris and other materials accumulated in the working area during flash floods or regular floods and necessary strengthening of coffer dam and dewatering will be done by the contractor at his cost. Extension of time for the completion of the work may be considered by the department if the discontinuance of the work may be considered by the department is beyond all reasonable attempts of the contractor to such eventualities.

The debris, and other materials accumulated in the working area during flash floods or regular floods in the monsoon shall be removed by the contractor as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled with concrete by the contractor, gets filled up during the monsoon period with earth such removal will not be paid for again. The contractor will have to re excavate the same at his own cost. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made against damages either during working season or during the flood season. The flood includes the high tides, cyclonic effects and saline ingress which should be clearly understood by the contractor and no extra payment for the damage, re-excavation etc. shall be paid in any circumstance. The department accepts no liability what -so-ever for any damage or loss of men, materials, machinery and work of hindrance caused to the progress of work.

The contractor should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handing over of the entire work.

68. Dewatering from the foundation for bridges, culverts, building worksites etc and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account. The term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.

69. Requisite deduction towards income tax with Cess and surcharges is to be deducted from the contractor's bill & as amended from time to time.

70. (a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.

(b) The rates quoted by the contractor in the tender for works shall be exclusive of GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time & as amended from time to time.

(c) Deduction of GST at source from each Running Account Bill for the work will be as prescribed by Odisha Goods & Service TAX-2017 or as amended from time to time.

(d) 1 % (One percent) of the gross amount of the bill will be deducted from the contractor bill towards labour Cess as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.

(e) Income Tax and Surcharge at applicable rate shall be deducted at sources

(f) Royalties of materials shall be deducted from the quoted rate.

(g) The amount of royalties, additional charges to royalties, EMF @ 5% + DMF @ 10% of royalties of different materials as utilized by the contractor in the work will be recovered from his bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution with stipulation that the rates will not be less than the rates provided in the sanctioned estimate of the work.

71. The amount on royalties of different materials as utilized by the contractor in the work will be recovered from his bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution.

72. **As per Office Memorandum No.173/W, Dt. 03.01.2026 of Works Department, the Additional Performance Security (APS)** shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

- a. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- b. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid

performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

- c. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
- d. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- e. The additional performance security shall be treated as part of the performance security.
- f. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal, However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

Additional Performance Security (As per Memorandum No. 173/W Dated 03.01.2026) shall be furnished by the bidder when the bid amount is less than the estimated cost put to tender. Only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish Additional Performance Security (As per Memorandum No. 173/W Dated 03.01.2026) in shape of Term Deposit Receipt pledged in favour of Divisional Officer/ Bank Guarantee in favour of the Divisional officer i.e. **Superintending Engineer, Chikiti Irrigation Division, Brahmapur** 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 concerned Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled & the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder.

Clarification on Works Department Office Memorandum No.173 dt. 03.01.2026 regarding Amendment of Codal and Contractual Provisions.

The following clarification are issued on Works Department Office Memorandum No. 173 dated 03.01.2026.

- (i) The phrase “ to abolish the extant provisions of threshold negative bid caps (14.99%) introduced “in the first para of the Works Department OM No. 173 dated. 03.01.2026 May be read as “ to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No.1437, dt. 31.01.2023
- (ii) If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
- (iii) If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
- (iv) As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No. 173 dt. 03.01.2026, the bid shall be finalized as per the earlier provision in Appendix-IX, Clause 36 of OPWD Code Volume-II.
- (v) This has been concurred in by the Finance Department in File No. **FIN-WF1-MISC-0102-2025**.

73. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rates are not allowed to be varied by more than five percent. In case if it, exceeds the limit approval of the competent authority shall be obtained from the competent authority and no financial compensation shall be paid for delay in transit of sanction.

74. Providing facilities to the Engineer Contractor:

- (a) As per works Department. No. FR11/2001/1 0003/00 BBSR 24.5.2001.5% price preference allowed to the Engineer contractor in the tender rates has been withdrawn.
- (b) Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact to attending a work with exemption of EMD should be entered in the original Registration Certificate of the Engineer Contractor. [F.D.& LAW Department. UOR No.334 WE dt. 5.6.98 & No.449 L dt. 25.03.2000 respectively.

75. On no account of the contracted work should be sublet to anybody without the prior approval of the tender accepting authority of the Department. In such an event the contract may be rescinded with penalty as will be deemed proper by the competent authority.

76. Miscellaneous:

- (a) The department will have the right to inspect the scaffolding and centering made for the work and reject partly or fully such structures if found defective in their opinion.
- (b) Shuttering and centering shall be made with seasoned sal wood planks the inside of which shall be lined with suitable sheeting and make leak proof and water tight or alternatively steel shuttering and

centering may be used.

77. Bidders are also required to go through each clause of P.W.D. Form F₂ /P1 carefully in addition to the clause mentioned herein before tendering.

78. The bidder shall have to upload an affidavit about authentication of tender documents, while submitting tender. The affidavit in original is to be produced at the time of agreement.

79. All the forms and Annexure forms and check list attached to section 2 of this DTCN must be filled in properly along with the authenticated documentary evidence required therein, failing which the bid shall be treated as 'Non-responsive' and be rejected.

80. Deleted

81. Deleted

82. For the purpose of estimate the approved quarry lead is to be provided judiciously. Engineers in charges would be responsible for ensuring the quality of the materials supplied. The contractors would however be responsible for procurement of materials from authorized sources 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. *(Amendment to Para 3.4.16(a) of OPWD Code by substitution Vide Office Memorandum No –12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

83. If L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the state. *(Amendment to Para 3.4.14 Note-I of OPWD Code by inclusion Vide Office Memorandum No – 12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

84. In case of tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provision of OPWD Code. *(Amendment to Para 3.2.8 Note-II of OPWD Code by inclusion Vide Office Memorandum No –12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

85. Bills – Clause -21 For works above values Rs 5.00 Lakh in civil works and work value above Rs 1.00 Lakh in electrical/PH works the J.E S & A.E will be required to submit bill for each on going work on 20th or next working day of every month to the concerned EE. The E.E. on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The E.E in charge of the Division will furnish a certificate to the chief engineer with copy to the concerned SE that the bills for all ongoing month have been paid failing action will be initiated against the erring officer.*(Amendment to Appendix-XXX(Bills) Clause-21 of OPWD Code Vol-II & to the Clause-6 of F2 Contract Vide Office Memorandum No –12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

86. Before acceptance of tender the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed. *(Amendment to Para 3.5.18 Note-VIII of OPWD Code Vol-I Vide Office Memorandum No – 12366/W dated 08.11.2013 of Works Department, Govt. of Odisha).*

87. The single tender received in the first call shall be cancelled without opening of the bid. The acceptance of a single tender received, even after retendering should have prior approval of the next higher authority as per Work Department Memorandum No.16 dated 01.01.2015.

88. Tender will be rejected if not registered under CDMS portal as per codal provision. If registered in any other manner the tender will be cancelled as per Works Department Letter No. 9100 dated 17.07.2020.

89. THE CONTRACTOR HAS TO MENTION PERCENTAGE EXCESS OR LESS OVER THE ESTIMATED COST (IN FIGURE AND WORDS)

- (a). In percentage rate of tender, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled, so that there is no discrepancy.
- (b). The contractor will write percentage Excess or Less up to two decimal point only. If he writes the percentage excess or less up to three or more decimal point, the first decimal point shall only be considered without rounding off.

90. GENERAL INSTRUCTION TO CONTRACTORS as per DoWR letter No.20415 dt.14.09.2015

- (a) Any agency or contractor executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti, Chaiti Parab, Danda Nata or any such festivals which may affect the work schedule. Therefore, the contractor should engage more work forces during working period available at his disposal to complete the work as per schedule.
- (b) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
- (c) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity, the contractor is not eligible for any extension of time. The contractor should plan the deployment of workforce and machinery, so as to complete the work as per schedule considering ordinary vagaries of nature. The same applies for borrow area ponding also. The contractor should foresee possible ponding of borrow area in monsoon and likewise lift more quantity of soil/ other materials during dry period, so as to complete the work as per schedule.
- (d) The contractor should take up the work with due diligence in the acquired land without waiting for acquisition of entire land. This should be completed in proportionally less period depending on the quantum of available work front.
- (e) The Agency should plan his work programme and mobilize men and machineries considering

the canal closure programme of a particular system or area. Khariff / Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely at the discretion of the Engineer-in-charge and can't be claimed as a matter of right.

- (f) There will be always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the agency. Extension of time on this ground may not be considered by the Division officer.
- (g) Only the day(s) of elections to the Local Bodies / Assembly / Parliament will be treated as non-working day(s).

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Number	Whether furnished		Reference to Page No.
			Yes	No	
01.	Scan copy of technical instrument towards cost of Tender paper Rs.10,000.00 & GST Rs.1800.00 (online Mode)				
02.	Scan copy of Bid Security (EMD) (online mode)				
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender (for successful bidder)				
04.	Copy of valid Registration Certificate				
05.	Copy of GST Registration Certificate and GSTIN				
06.	Copy of PAN Card				
07.	No Relationship Certificate				
08.	Scan copy of E.P.F. & E.S.I. Registration Certificate should be submitted. (In case the tenderer does not possess EPF or ESI at the time of submitting tender, same shall be produced before drawl of agreement or before 1st RA Bill)				
09.	Works Experience-				
(A)	List of projects executed that are similar in nature to the work (Schedule-D1)				
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)				
10.	Manufacturer's Authorization Form (MAF) at "Annexure-B"				
11.(A)	Information regarding current litigation, debarring/expelling of the tender or abandonment of the work By the tenderer (Schedule-E)				
(B)	Affidavit (Schedule-F)				
12.	Minimum Eligibility criteria				
i.	The bidder has to upload willingness to give comprehensive guarantee on all the works executed for a period of two years from the date of completion of the work during online bidding or else the bid shall Be rejected.				

GENERAL TERMS & CONDITIONS

1. The contractor shall be responsible for payment of all royalties' other incidental charges for quarrying materials all local taxes including Sales Tax and Income Tax. The contractor shall pay Ferry and tollage charges and other local taxes shall be paid by the Contractor.
2. The Superintending Engineer, Chikiti Irrigation Division shall have the right to inspect the scaffolding and centering etc. made for the work and project partly or fully such structures. If found defective, the same shall be rectified by the agency in his / her opinion.
3. It should be understood clearly that no claims whatsoever shall be entertained as regards extra item of work or extra quantity of any items in excess of the estimate. Written order must be obtained from the Superintending Engineer, Chikiti Irrigation Division, Brahmapur for such extra items or quantity of work.
4. The contractor shall be responsible for the loss, damage or theft of any department materials supplied to him under clause No-12 of the special terms and conditions during execution of the work due to reason whatsoever, and the cost of such materials shall be recovered from him at the prevailing stock issue rate or market rates whichever is higher.
5. No part of contract shall be sublet without written permission of, Superintending Engineer, Chikiti Irrigation Division, Brahmapur or transfer is made by power of attorney authorizing others to receive payment on contractor's behalf.
6. The authority shall not after acceptance of contractor's rates be liable to pay extra charges for load for any other reason in case the contractor is found afterwards to have misjudged the materials available.
7. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection. Rates quoted should be fairly reasonable rates containing abnormal, super-flous and unworkable liable for rejection.
8. The contractor shall have to furnish certificates along with the tender to the effect that he is not in any way related to any officer of the rank of Assistant Engineer and above of the Water Resources Department., Government of Orissa and or to any member or officer of the authority.
9. During execution of the work the contractor shall arrange to take shutdown from TPSODL as and when necessary and also after completion of the work, the contractor shall arrange at his own cost, all requisite and equipment's for testing of electrical installations, get the installations inspected by the Electrical Inspector as well as TPSODL and bear the entire cost of such test. Superintending Engineer, Chikiti Irrigation Division, Brahmapur will deposit the inspection fees, if any with Government of Odisha. The work shall not be considered complete until and unless it has been handed over to TPSODL which shall be the responsibility of the agency. Also, prior to execution of the work, it is the responsibility of the agency to get all requisite approval / GTP approval of the electrical materials to be used at site from TPSODL.
10. The Superintending Engineer shall have power to make any alterations or additions to the original specification, Drawings, designs and instructions that may appeal to him to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions which may be issued to the contractor or after

being signed by the Superintending Engineer, Chikiti Irrigation Division and such alterations shall not invalidate the contract and any addition work such the contractor maybe directed to do in the manner above specific works shall be carried out by the contractor on the same conditions in all respects on which they agreed to do the main work and at the same rates as are specified in the tender for the main work.

11. The time for the completion of the work shall be extended in the proportion that the Superintending Engineer, Chikiti Irrigation Division shall be conclusive as to such proportion. And if the additional work includes any class of work for which no rates is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the State Govt. of Orissa, Dist. of Ganjam during the period when the work is being carried out on and if such mentioned class of work is not entered in the schedule of rates of Orissa, Ganjam Dist. as followed by the Government of Orissa, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Superintending Engineer, Chikiti Irrigation Division of the rate which it is his intention to change for such class of work and if the Superintending Engineer, Chikiti Irrigation Division does not agree to this rate he shall be notice in writing be at liberty to cancel his order to carry out such class work and arrange to carry out in such manner as he may consider advisable Provided always that if the contractor shall commence work of any expenditure in regard thereof the rates, shall have been determined as lastly here in before mentioned, then and in such case he shall only been titled to be paid in respect of the carried out or expenditure incurred by him prior to the of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Superintending Engineer, Chikiti Irrigation Division. In the event of a dispute the decision of the Superintending Engineer, Chikiti Irrigation Division of the Authority shall be final.
12. For delay in land acquisition no compensation or claims on that account will be entertained. Extension of time maybe granted, if considered reasonable.
13. Item work not covered by tender notice will be paid at the current schedule of rates Public Health Department / Public Works Department and those not covered by the Schedule of Rate will be paid on actual analysis approved by the Superintending Engineer, Chikiti Irrigation Division.
14. Standard Public Works Department / Public Health Department Electrical Department specification of Govt. of Orissa I.S.I. specification where applicable as to be decided by the Superintending Engineer, Chikiti Irrigation Division will be followed in executing the work.
15. The contractor will make no claim on the rates, quantities and amounts that will appear in the agreement and the total work in a complete shape will be handed over to Superintending Engineer, Chikiti Irrigation Division, Brahmapur within the time allowed as per agreement.
16. If required, the Post top fittings will be tested at factory site by the representatives of Superintending Engineer, Chikiti Irrigation Division, Brahmapur. All the arrangement for above testing and cost involved there of shall be the responsibility of the contractor.
17. In case of any dispute in the meaning of specification description of items rates conditions of agreement or due to errors/typo-graphical errors, omissions or due to any other reasons the decision of the Superintending Engineer, Chikiti Irrigation Division, Brahmapur is final and binding on both parties.

SPECIAL TERMS & CONDITION

1. Test Certificate of the Electrical Materials used is to be furnished by the bidder.
2. The bidder has to furnish information regarding Current litigation, Debarring, Expelling of tender or Abandonment of work by the tenderer in the Schedule-E and Affidavit as per Schedule-F. If the information furnished is found to be incorrect or concealed at any stage, the bid shall be rejected.
3. The bid must be accompanied by affidavit stating the authenticity of the tender documents in the prescribed form appended in DTCN indicating, PAN, GST regd. Certificate, EPF& ESI Regd. Certificate, cost of bid documents including GST and EMD in prescribed format.
4. The bidder is not allowed to have consortium/ Joint Venture (JV) with HT electrical contractor for the execution of work.
5. The rates quoted by the bidder shall be inclusive of all taxes and duties but exclusive of Goods and Services Tax (GST).
6. In the event of any increase in Government Taxes increased amount would be borne by the contractor.
7. The contractor should abide the fair wages clause to his laborers.
8. During the execution of the work, watch and ward responsibility lies with the contractor.
9. The materials used for construction should confirm to ISI specification and their Makes and Models must be approved by the Superintending Engineer, Chikiti Irrigation Division of Superintending Engineer, Chikiti Irrigation Division, Brahmapur before use. The Agency has to use the Model which is selected by the Superintending Engineer, Chikiti Irrigation Division. Any substandard material found will be replaced by the contractor at his own risk and cost. Copies of challan of the materials procured by the agency must have to be produced by the agency for necessary verification by the Superintending Engineer, Chikiti Irrigation Division, Brahmapur. The cost of testing of any material if required will be borne by the contractor.
10. Terms and conditions envisaged in the detailed Tender Call Notice also form a part of the General condition of the contract.
11. If required the minor works pointed out by the Electrical Inspector during the inspection & in Inspection Report must be completed by the contractor and the payment will be made to the contractor after observing official formalities in case of these items not included in the existing agreement.
12. Every increase/decrease in the quantity of items shall be admissible up to 10% subject to 5% of the estimated cost. Any deviation thereof shall have to get prior approval from the authority competent before execution of such items.
13. The agency has to furnish the confirmation certificate of the annual turnover of the last three years from the Chartered Accountant as per the prevailing rules of the Income Tax Act with reference to the works executed.
14. The bidder shall submit guarantee for a minimum period of 12 (Twelve) months during supply of the material from the manufacturer for all the works.

**Superintending Engineer
Chikiti Irrigation Division, Brahmapur**

PERCENTAGE RATE

CONTRACT NO. (FORM OF AGREEMENT)

This indenture made the.....day of.....
Between Shriaged.....years, Son of
Shri.....at.....
P.S.....Dist.....here in after called the Contractor which
expression shall where the context so admits or implies, be deemed to include his heirs, executors and
administrators of the one part, AND Superintending Engineer, Chikiti Irrigation Division, Brahmapur
represented by its authorized Engineer in this behalf which expression shall where the context to admits
or implies, be deemed to include their successors in office and assignees of the other parts WHEREAS
Chikiti Irrigation Division Brahmapur required the execution of certain work for **“Provision of 3 Phase
power supply of load 30 KW for Baghalati Irrigation Project including service connection at
Baghalati Dam Site, Nuagada”** here in after called the said works are more particularly described in
the drawings and specifications hereto annexed AND also required the provisions of the necessary
materials therefore and have caused the necessary drawings and specification and schedule of rates to
be prepared and the contractor has delivered to the department tender for the execution of the said
work and the provisions and conditions hereto attached.

NOW THIS INDENTURE AS FOLLOWS

In consideration of the convenient for the payment by and on behalf of Chikiti Irrigation
Division, Brahmapur here in after mentioned the contractor here by covenants with the Department that
he shall supply necessary materials and execute and complete in a thoroughly sound and work on like
manner and after words maintain for the requisite period stated in the said conditional the works set out
in the said specifications and schedule of rates hereto attached signed by the contractor and as
explained in the said drawings here to attached and in accordance in every respect with the
requirements, stipulations, general rules and directions and special conditions hereto attached.

In consideration of the convenient by the contractor hereinafter mentioned the Chikiti Irrigation
division, Brahmapur hereby convenient with the contractor to pay to him for the execution construction
and maintenance of the work as aforesaid according to the manner and subject to the addition and
deductions set out and declared in the said conditions here to attached.

It is hereby agreed and declared that all the provisions of the said general rules and directions
tender for works with memorandum, conditions, special conditions, drawings and schedule of rates
hereto attached shall be binding upon the contractor and coupon Chikiti Irrigation Division, Brahmapur
as if the same had been repeated herein and shall be read as part of these presents.,

In Witness where of the parties here to have affixed their signature and Date the

.....day.....of.....20.....

Contractor

Witness.....

Address.....

Occupation.....

Witness.....

Address.....

Occupation

Signature
Designation Authorized
Superintending Engineer

OFFICE OF THE SUPERINTENDING ENGINEER
CHIKITI IRRIGATION DIVISION, BRAHMAPUR
CONTRACT DETAILS

SI No	Item	Details
1	Bid Identification No.	SE-CHID 68/2026-27
2	Name of the Work	Provision of 3 Phase power supply of load 30 KW for Baghalati Irrigation Project including service connection at Baghalati Dam Site, Nuagada
3	Officer inviting tender	Superintending Engineer, Chikiti Irrigation Division, Brahmapur
4	Officer concerned with headquarters authorized as of this Work.	Assistant Executive Engineer, Baghalati Irrigation Sub-Division, Nuagada
5	Accepting Authority	Superintending Engineer, Chikiti Irrigation Division, Brahmapur
6	Amount put to tender	Rs.39,47,327.00
7	Eligible Class of Contractor	"HT "

A. BID INFORMATION

8	Availability of Bid-document in official website	From official website of Government: https://tendersodisha.gov.in From 22.09.2026 at 10 A. M. to 5.00 PM of 07.10.2026
9	Opening of bid	At 11.30AM on 08.10.2026
10	Last Date & time of submission of Bid	Time 5.00PM Date:07.10.2026
11	Cost of Bid Document (Clause No.1 Column-5 of DTCN.)	
	I To be remitted online	Rs.10000/-+1800.00(GST)
12	Bid Security (EMD) (Clause No.1 Column-4 of DTCN.)	
	I To be remitted online	1% of cost put to tender
13	Additional Performance Security (Clause No.10 of DTCN.)	
	I Amount	As per latest Works Department Memorandum
	II Transfer in favour of	Superintending Engineer, Chikiti Irrigation Division, Brahmapur
	III Payable at	Brahmapur
	IV Type of instrument	As specified in the Bid document
14	Bid validity period (Clause No.6 of DTCN.)	90days
15	Minimum period of contract / agreement as Per Clause 9 of DTCN.	4 (Four) Months
16	Currency of Contract	Indian Rupees
17	Language of Contract	English
18	DTCN Qualifying Criteria	
I	The bidder has to upload willingness to give comprehensive guarantee on all the works executed for a period of two years from the date of completion of the work during online bidding or Else the bid shall be rejected.	

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, Sift, TCS, MTNL etc. He/ She have to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (II) Registration Certificate (RC)/GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

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

- a. To log on to the portal the Contractor/Bidder is required to type his/her *user name* 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. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and 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 Declaration. 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 Assistant Superintending Engineer, Ghatakeswar Irrigation Sub Division, Kankia 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 up-load other Bid documents (after signing) while up-loading his bid. He is required to up load 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 bidder shall be debarred from tendering for a period of 180 days.
- 1.8. **Any addendum / corrigendum / cancellation of tender shall be published in the website www.tendersodisha.gov.in & notice board / 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 (Bill of Quantities) BOQ downloaded 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 in shape of EMD @ 1% of tendered amount as mentioned in the Contract Data. 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. Deleted.
- 2.2. Deleted.
- 2.3. The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder on opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such 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 introduced e-payment gateway in to the portal for payment of cost of Bid. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper on submission of bids".
- 2.6. **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.
- 2.7. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to up load the completed Bid document well ahead of the last date& time of receipt to avoid any last moment problem of power failures etc.
- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.
- 3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place, he clicks the submit button to submit the bid to the portal.
- 3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each process are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal. 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, he will be debarred from tendering for a period of 180 days.

SUBMISSION OF BIDS: -

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have documents as GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 3.5. The bidder shall upload the scanned copy/copies of documents in support of eligibility criteria and qualification information in the prescribed format in Portable Document Format (PDF) to the portal in the designated locations of the 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 figures only in the rate column of respective item(s) without any blank cell in the rate column in case of an item rate tender, and type percentage excess or less up to two decimal places only in case of a percentage rate tender.
- 3.7. The bidder shall log into the portal with his / her DSC and move to the desired tender for uploading the documents in the appropriate place one by one, simultaneously checking the documents.
- 3.8. Bids cannot be submitted after the due date and time. The bids once submitted cannot be viewed, retrieved, or corrected. The Bidder should ensure the correctness of the Bid prior to uploading and take a printout of the system-generated summary of submission to confirm successful uploading of the bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/opener before the due date and time of opening.
- 3.9. Each process in the e-procurement is time-stamped, and the system can detect the time of login of each user including the Bidder.
- 3.10. The Bidder should ensure the clarity/legibility of the document uploaded by him to the portal.
- 3.11. The system shall require all the mandatory forms and fields to be 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, qualification information, and Bill of Quantity duly filled in. It is not necessary for the bidder to upload the drawings and other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred to 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 the expiry of the date and time of submission of the bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer Inviting the Bid.
- 3.17. The 'Online bidder' shall digitally sign all statements, documents, and certificates uploaded by him, owning responsibility for their correctness/authenticity as per the IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, he will be debarred from tendering for a period of 180 days, 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 contract or 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. DEAD LINE 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 up loading 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 logon to the system and resubmit he 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 upload 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/Superintending Engineer, Chikiti Irrigation Division, the bids will be opened at the appointed time on the next working day.
- 8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 8.4. The Bid openers; who have been pre-defined shall logon to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
- 8.5. In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

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

- 8.5.1. After opening of technical bid, the bidder may be asked in writing/online (in their registered E-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system.

The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the systems 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.
- 8.6.1. The clauses which are not available in TCN& DTCN, in that case OPWD Code with recent amendments of Govt. shall be followed.
- 8.6.2. No allegation from any of the participants will be entertained after three days i.e. from the date of declaration of technical bid evaluation of result or the date of opening of the financial bid whichever is earlier.**
- 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. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.6 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.
- 8.7.7. 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 performance security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ Superintending Engineer, Chikiti Irrigation Division 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 Superintending Engineer, Chikiti Irrigation Division 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 Superintending Engineer, Chikiti Irrigation Division 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

- a. If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- b. The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- c. The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his un satisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if

any of the following provisions are violated.

- i. Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- ii. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period).
- iii. Fails to execute the agreement within the stipulated date.
- iv. If any of the information furnished by the bidder is found to be false/fabricated/bogus.

Accordingly, the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II. The minimum period of blocking of Portal Registration shall in no case be less than **180** days.

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

1. The State Government have formulated rules and procedures for electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. www.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 out lines 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 is being integrated with e-Procurement portal of Government of Odisha (www.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 by bidder:**

- a) **Log on to e-Procurement Portal:** The bidders have to log on to the Odisha e-Procurement portal (www.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:** 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 o the Bank scan make payment using NEFT/ RTGS facility of designated Banks.
 - iii. 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, 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 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 of bids to respective bidders' accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD:

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

a. In case the **Earnest Money Deposit** on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.

b. The Tender inviting authorities of the Government Departments will deposit the forfeited Earnest Money Deposition submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W Remittances- 1683-Rem ittances-g1 028-Remittances into Treasury) after taking the amount as are venue receipt in their Cash Book under the head 0075-Misc. General Services-00-101-Unclaimed Deposits-0097-t\ /isc. Receipts-02080-lvlisc Deposits and submit he detail account to DAG (Puri) as a deposit of the Division.

c. By clicking submit button, system will initiate the for feature of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

a) Make necessary provision/customizations at their end to enable the provision for online payments/refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorized 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 thee-Tendering processes partly 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) Thee-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 organizations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury port.

12. Role of Cyber Treasury:

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances:

a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

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.

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

ANNXURE-I

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

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on Submission of bids
Government Departments	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 designate banks [as stated in Para 2] at Bhubaneswar on T+1_day. 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.	1. 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. 2. 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
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	i. In case of State PSUs, Statutory Corporations, Autonomous Bodies, and Local Bodies etc., the amount towards Cost of Tender Paper, on submission of bids, shall be collected in separate pooling accounts opened in the Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days. ii. The Paper Cost will be transferred to the respective current accounts of the concerned State PSUs, Statutory Corporations, Autonomous Bodies, and Local Bodies etc., after opening of the bid.	1. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction. 2. 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.

MEMORANDUM

Item Rate Agreement No.

P₁ of

- a) Name of the work : Provision of 3 Phase power supply of load 30 KW for Baghalati Irrigation Project including service connection at Baghalati Dam Site, Nuagada.
- b) Amount Put to tender : **Rs.39,47,327.00**
- c) Tender Premium :
- d) Agreement Value :
- e) Earnest Money Deposit : **Rs.40,000.00**
- f) Initial security deposit @1% of the accepted tender value to be submitted before drawl of the agreement.
- g) Percentage to be deducted from bill.
 - a. 5% (Five percentage) Percentage to be deducted from bill towards security deposit.
 - b. Statutory deduction: IT, GST as applicable from time to time, **EPF-13.61%, ESI-4.75%** of labour component.
 - c. Royalty- As per Govt. norm.
 - d. Cess-1% of the gross Bill.
 - e. All the statutory refundable deductions and security deposits shall be released after completion of the Defect liability Period i.e. after 12 months from the date of completion.
- h) Time required for the work from date of written order to commence: **4 (Four) Months.**
- i) Date of written order to commence.

:

TECHNICAL CONDITION

Name of work: "Provision of 3 Phase power supply of load 30 KW for Baghalati Irrigation Project including service connection at Baghalati Dam Site, Nuagada"

- 4.1 "All materials, including cement, steel, etc., for construction for use in the project conforming to specifications are to be supplied by the firm as per specifications duly approved by Superintending Engineer, Chikiti Irrigation Division, Brahmapur. The make/brand of the materials/products for the work will be as per the Specification/Brand mentioned in the DTCN / BOQ. The agency must have got approval of the brand to be used in the work prior to execution of the item from the authority competent of Superintending Engineer, Chikiti Irrigation Division, Brahmapur.
- 4.2 Supply of all materials required for the work is the responsibility of the contractor. However, the authority has the right to supply any items/materials to be used in the interest of the work. The contractor shall use such materials without any controversy or dispute on that account. Such materials shall be treated as stores. The rate of such materials shall be at the stock issue rate to be fixed by the Authority or the prevailing market rate, whichever is higher.
- 4.3 The entire work project has to be completed and delivered within 04 (Four) Months from the date of issue of work order.
- 4.4 Test of all the construction materials used in the work will be done by Superintending Engineer, Chikiti Irrigation Division, Brahmapur at the cost of the contractor/ firms in any standard laboratory as approved by Superintending Engineer, Chikiti Irrigation Division, Brahmapur.
- 4.5 Water, Electric Power Supply and Watch & Ward during construction is to be arranged by the contractor/firms at their own cost for the entire period of construction till the handing over of the project to Superintending Engineer, Chikiti Irrigation Division, Brahmapur /TPSODL.
- 4.6 Bidder/firm must execute the works properly up to the specification so as to satisfy the Officers of Chikiti Irrigation Division on the quantity and quality of each item of the work.

CERTIFICATE OF NO RELATIONSHIP

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

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

(*)-Strikeout which is not applicable

Signature of the bidder

Date: -

Schedule XLV
Form No 61
Office of the Superintending Engineer
Chikiti Irrigation Division, Brahmapur

(Form-P-1)

Percentage Rate Tender and Contract for Works
General Rules and Directions for the guidance of Contractors

1. The Bidder shall transfer online Earnest Money Deposit/Bid Security of the amount specified for the work above table as part of its bid through a process as mentioned under DTCN.
2. The Bidder shall transfer online the cost of bid document specified for the work in the Column-6 of above table through a process as mentioned under DTCN.
3. Bid document consisting of qualification, information and eligibility criteria of bidders, plans and specification and schedule of quantities of the works are available in website www.tendersodisha.gov.in and, the set of terms and conditions of contract and other necessary documents can be seen in the website till last date of online bidding for the works.
4. Bidders registered in the e-Procurement portal www.tendersodisha.gov.in can participate in the on-line bidding for any one or all of the works mentioned in Col.2 /Col.3 of the table. The online bidding for the works shall start from **22.09.2026 at 10.00AM to 07.10.2026 at 5.00 PM**.
5. The bids for the work for a qualified Bidder shall remain open for acceptance for a period of 90 days from last date of receipt of bids. If any Bidder/Tenderer withdraw his Bid / tender before the said period or makes any modification in the terms and condition of the bid, the Earnest Money Deposit (EMD) deposited at the time of submission of tender shall stand forfeited.
6. Bids must be accompanied by scanned copies of required affidavit by the Notary, Govt. of Odisha in an India Non-Judicial stamp paper worth Rs 10.00 as per the prescribed form appended in the DTCN indicating name of the work and Bid Identification No., valid HT license registered under Government of Odisha, PAN, valid EPF& ESI registration No., GST Registration Certificate, copies of system generated payment receipt of cost of bid documents and EMD (Bid Security) during online bidding. Bid submitted without the above documents in the prescribed format will be summarily rejected. The bidder has to upload willingness to give comprehensive guarantee on all the works executed for a period of two years from the date of completion of the work during online bidding or else the bid shall be rejected.
7. Other details can be seen in the bidding documents.
8. Bidders registered as "Engineer Contractors" for participating in bid shall have to upload an Affidavit for not having availed this facility in three works during the year 2026-27. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for award of the work, at the time of verification of documents. Bidders registered as S.C& S.T Contractors desiring to avail concession(s) / price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, have to mention in the Affidavit and upload necessary document and affidavit in support of their claim along with their bid, failing which their

case will not be considered for availing concessions/price preference as per the above rule. No claim in this regard after opening of the bid will be entertained. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference. The Bidder should mention his/her present Postal Address, e-Mail ID and Mobile Number in the Affidavit submitted along with the tender.

9. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
10. As per Office Memorandum No.173/W, Dt. 03.01.2026 of Works Department, the Additional Performance Security (APS) shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:
 - g. Where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
 - h. Where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/ security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.
 - i. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
 - j. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - k. The additional performance security shall be treated as part of the performance security.
 - l. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid

document. If, after evaluating the price analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal, However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid. Justification if required for abnormally low bid should reach this office within 03 working days from issue of the letter otherwise the bid shall be liable for rejection.

Additional Performance Security (As per Memorandum No. 173/W Dated 03.01.2026) shall be furnished by the bidder when the bid amount is less than the estimated cost put to tender. Only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish Additional Performance Security (As per Memorandum No. 173/W Dated 03.01.2026) in shape of N.S.C./ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Kisan Vikas Patra/ Bank Guarantee in favour of the Superintending Engineer, Chikiti Irrigation Division, Brahmapur from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar/ e-Bank Guarantee executed on the National E Governance Services Limited (NeSL) Digital Document Execution Portal/ Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI). Such instruments shall be accepted towards Earnest Money Deposit (EMD), Initial Security Deposit/ any other security deposit from the contractor or supplier within seven days of issue of letter of acceptance (LOA) by the divisional officer (by-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled & the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder. If the Additional Performance Security (APS)/ Initial Security Deposit (ISD) is submitted in shape of Bank Guarantee (BG) by the bidder then the validity of the BG should be for a minimum period equal to the period allowed for completion of the work.

Clarification on Works Department Office Memorandum No.173 dt. 03.01.2026 regarding Amendment of Codal and Contractual Provisions.

The following clarifications are issued on Works Department Office Memorandum No. 173 dated 03.01.2026.

- (vi) The phrase “to abolish the extant provisions of threshold negative bid caps (14.99%) introduced “ in the first para of the Works Department OM No. 173 dated. 03.01.2026 May be read as “ to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No.1437, dt. 31.01.2023”
- (vii) If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
- (viii) If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10%

price preference as Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

(ix) As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No. 173 dt. 03.01.2026, the bid shall be finalized as per the earlier provision in Appendix-IX, Clause 36 of OPWD Code Volume-II.

(x) This has been concurred in by the Finance Department in File No. FIN-WF1-MISC-0102-2025.

11. The Bidders shall have to upload an Affidavit in support of authenticity of documents, valid license, Pan Card, GSTIN Registration Number with the Bid, failing which the Bid will be rejected. The Authority reserves all the right to verify the Authenticity of documents in case of doubt or complain.

12. The Bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission. Resubmission of Bid by the Bidders for any number of times before the final date and time of submission is allowed.

13. The Bids will be opened by on-line system on 10.07.2026 at 11.30 AM, in the presence of the bidders who wish to attend. If the office happened to be closed on the date of opening of the bids as specified, the bids will be opened subsequently on the next working day at the same time and venue.

14. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the state Government is allowed to work as a contractor for a period of two years after his retirement from Government Service, without Government permission.

15. The Bidder or his authorized Agent may contact the Superintending Engineer, Chikiti Irrigation Division, Brahmapur or his authorized officer from 25.06.2026 at 10.00AM to 04.07.2026 during office hour for further clarification regarding the tender.

16. Other details can be seen in the bidding documents, which is available in web-site www.tendersodisha.gov.in

17. As per Office Memorandum No.16 dt.01.01.2015 of Work Department Government of Odisha, when in response to a notice calling for tenders, only a single tender is received in the first instance, the tender will be cancelled without opening of the bid and fresh tender will be invited publicly. If single tender is received, even after retendering, then the approval of the next higher authority shall be obtained, if the tender is in order and acceptable. As settled by the Hon'ble Odisha High Court in their Judgment passed on 09.05.2017 in WP(C) No.22315 of 2016 in case of M/S Debabrata Samal-Vrs-State of Odisha, the works department O.M No-16 dt.01.01.2015 implies that single received in the first call shall be cancelled without opening of bid and in case when more than one tender have been received in the first call and only a single tender is found to be responsive, the same is also liable to be cancelled due to lack of competitive price bidding.

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

CONDITIONS OF CONTRACT

Compensation for delay

Clause-1 All compensation or other sum of money payable by the contractor to the Chikiti Irrigation Division under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by the Chikiti Irrigation Division on any account whatsoever.

The work should not be considered finish until such date as the Superintending Engineer shall certify as the date on which the work is finished after necessary rectification of defect as pointed out by the Superintending Engineer or his authorized agent are fully complied with by the contractor to the Superintending Engineer satisfaction.

Clause-2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation an amount equal to $\frac{1}{2}$ percent on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or un-finished after the proper dates (The work should not be considered finished until such date as the Superintending Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Superintending Engineer or his authorized agents, are fully complied with by the contractor to the Superintending Engineers satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete on-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

Action when whole security deposit is forfeited.

Clause-2 (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amount to the whole of his security deposit in the hands of Chikiti Irrigation Division (Wherever paid in the sum or deducted by installments) the Superintending Engineer on behalf of the Chikiti Irrigation Division shall have power to adopt the following course, as he may deem best suited to the interest of the Chikiti Irrigation Division.

- (i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence), 20% of the value of left-over work will be realize from the contractor's penalty.
- (ii) To employ labour paid by the Govt. of Orissa and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Superintending Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract.
- (iii) To measure up the work of the contractor and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Superintending Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Authority under the contract or otherwise, or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

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

the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified. Amendment to clause 2 (b) of item rate F2 Agreement vide Works Department Order No. 10639 Dt. 27.05.2005.

- (iv) All the statutory refundable (Like EMD & ISD) including security deposit deducted from the bills shall be released after completion of the DLP i.e. after 24 months from the date of actual completion of the work.

Contractor remains liable to pay compensation if action not taken under Clause-6.

Clause-3 In any case in which any of the powers, conferred upon the Superintending Engineer by clause-3 here of shall have become exercisable.

And the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such powers shall notwithstanding be exercisable. In the event of any future case of default by the contractor, of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Superintending Engineer putting in force the powers vested in him under the preceding clauses, he may, if he so desires, take possession of all or any tools, plants, materials, and stores in or upon the works, or the site thereof, or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Superintending Engineer, whose certificate thereof shall be final. Otherwise, the Superintending Engineer may, by notice in writing to the contractor or his clerk of the works, foreman, or other authorized agent, require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice). In the event of the contractor failing to comply with any such requisition, the Superintending Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects. The certificate of the Superintending Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale, shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor Plants.

Extension of time.

Clause-4 If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Superintending Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid; and the Superintending Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown there for, authorize such extension of time, if any, as may in his opinion be necessary or proper. The Superintending Engineer shall at the same time inform the contractor whether he claims compensation for delay.

Final Certificate

Clause-5 On completion of the work, the contractor shall be furnished with a certificate by the Superintending Engineer (hereinafter called the Superintending Engineer, Chikiti Irrigation Division) of such completion, but no such certificate shall be given, nor shall the work be considered to be completed, until the contractor shall have removed from the area of the premises—to be distinctly marked by the Superintending Engineer in the site plan on which the work shall be executed—all scaffolding, surplus materials, and rubbish, and cleaned off the dirt from all woodwork, doors, windows, floors, or other parts of any building in, upon, or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the office of the Chikiti Irrigation Division in accordance with the rules of the Authority whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials, rubbish, and cleaning off dirt on or before the date fixed for the completion of the works, the Superintending Engineer, Chikiti Irrigation Division may, at the expense of the contractor, remove such scaffolding, surplus materials, and rubbish and dispose of the same as he thinks fit, and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Sub-Clause-5 If in the opinion of the Superintending Engineer, Chikiti Irrigation Division, which shall be final and binding on the contractor, the occupation or utilization of a portion of the work completed in no way interferes with the progress of the work, the same may be occupied or utilized by or on behalf of the Authority under the written order of the Superintending Engineer, Chikiti Irrigation Division and to get the defects, if any, rectified by the contractor at his (the contractor's) own cost within One year from the date of completion of the whole work, provided that the contractor will not be allowed any concession either in the shape of an extension of the stipulated period or any other

Payment on intermediate certificate to be regarded as advances and bill to be submitted monthly.

monetary compensation on account of such occupation or use.

Clause-6 A bill shall be submitted by the contractor each month on or before the date fixed by the Superintending Engineer, Chikiti Irrigation Division for all works executed in the previous month, and the Superintending Engineer, Chikiti Irrigation Division or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Superintending Engineer, Chikiti Irrigation Division or his subordinate shall measure up the said work in the presence of the contractor whose countersignature of the measurement list will be sufficient warrant, and the Superintending Engineer, Chikiti Irrigation Division or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects. Provided that, if any balance of the 10% security is outstanding, from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respects, or the actual of any claim, nor shall it conclude, determine, or affect in any way the powers of the Superintending Engineer, Chikiti Irrigation Division under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or affect the contract

Clause-7 The final bill shall be prepared by the offices of the Public Works Department in accordance with the rules of the department in the presence of the contractor within one month of the date fixed for completion of the work.

Store supplied Government.

Clause-8 If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Superintending Engineer, Chikiti Irrigation Division's store, or it is required that the contractor shall use certain stores to be provided by the Superintending Engineer, Chikiti Irrigation Division under the conditions of this contract (such materials and stores, and the prices to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, are specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purpose of the contract only. The value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose.

All materials supplied to the contractor shall remain the absolute property of the Chikiti Irrigation Division and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Superintending Engineer, Chikiti Irrigation Division. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Superintending Engineer, Chikiti Irrigation Division's store, at the prevailing market rate or at the issue rate, whichever is less, if by a notice in writing under his hand he shall so require.

However, the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause-8(a) If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provisions of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal, arising out of this contract, be liable to pay a penalty equivalent to five times the price of the said materials or stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that may be then, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof.

Clause-8(b) Owing to difficulty in obtaining certain materials in the open market the Chikiti Irrigation Division have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the Authority and the

contractor is thereof, required to keep himself in touch with the day to day position regarding the supply of materials from the Superintending Engineer, Chikiti Irrigation Division and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Authority on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause-5.

Works to be executed in accordance with specification, drawing and orders etc

Clause-9 The contractor shall execute the whole and every part of the work in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Superintending Engineer, Chikiti Irrigation Division and lodged in his office, and to which the contractors shall be entitled to have access at such office, for the purpose of inspection during office hour and the contractor shall, if he so requires be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Alteration in specification and designs do not validate the contract

Clause-10 The Superintending Engineer, Chikiti Irrigation Division shall have power to make any alteration in or additions to the original specifications, drawings, designs, and instructions that may appear to him necessary and advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Superintending Engineer, Chikiti Irrigation Division.

Such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work.

The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Superintending Engineer, Chikiti Irrigation Division shall be conclusive as to such proportion.

Extension of time in consequence of alteration.

And if the additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on. If such last-mentioned class of work is not entered in the schedule of rates of the district, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Superintending Engineer, Chikiti Irrigation Division of the rate which it is his intention to charge for such class of work. If the Superintending Engineer, Chikiti Irrigation Division does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Rates of work not in estimate or schedule of rates of the district.

No deviations from the specification stipulated in the contract nor additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Superintending Engineer, Chikiti Irrigation Division.

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month, accompanied by a copy of the order in writing of the Superintending Engineer, Chikiti Irrigation Division for the additional work, and the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly hereinbefore mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as

aforesaid according to such rate or rates as shall be fixed by the Superintending Engineer, Chikiti Irrigation Division.

No compensation or alteration in or restriction of work to be carried out.	In the event of a dispute, the decision of the Superintending Engineer, Chikiti Irrigation Division, Brahmapur will be final. Clause-11 If at any time after the commencement of the work the Chikiti Irrigation Division shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Superintending Engineer, Chikiti Irrigation Division shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment of the work as originally contemplated.
Action and compensation payable in case of bad work	Clause-12 If it shall appear to the Superintending Engineer, Chikiti Irrigation Division or his subordinate in-charge of the work that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Superintending Engineer, Chikiti Irrigation Division specifying the work, materials, or articles complained of—notwithstanding that the same may have been inadvertently passed, certified, and paid for—forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so within a period to be specified by the Superintending Engineer, Chikiti Irrigation Division in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of 1 percent on the amount of the estimate for every day, not exceeding ten days, while his failure to do so shall continue. In the case of any such failure, the Superintending Engineer, Chikiti Irrigation Division may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of, as the case may be, at the risk and expense in all respects of the contractor.
Works to be open to inspection.	Clause-13 All work under or in course of execution, or executed in pursuance of the contract, shall at all times be open to the inspection and supervision of the Superintending Engineer, Chikiti Irrigation Division and his subordinates. The contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Superintending Engineer, Chikiti Irrigation Division or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
Contractor or responsible agents to be present.	Clause-14 The contractor shall give not less than five days' notice in writing to the Superintending Engineer, Chikiti Irrigation Division of the work before covering up or otherwise placing beyond the reach of measurement any work, in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Superintending Engineer, Chikiti Irrigation Division or his subordinate-in-charge of the work. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.
Notice to be given before work is covered up.	Clause-15 If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever, or any imperfection become apparent in it within 3 months from the date of the final certificate of its completion shall have been given by the Superintending Engineer, Chikiti Irrigation Division as aforesaid, the contractor shall make the same good at his own expense. In default, the Superintending Engineer, Chikiti Irrigation Division may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Superintending Engineer, Chikiti Irrigation
Contractor liable for damage done and for imperfection for 6 months after certificate.	

Contractor to supply plants, ladders scaffolding etc. and is liable for damages arising from non-provision of lights, fencing etc

Division shall be final) from any sums that may be then, or at any time thereafter, become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall remain liable to pay any part of the expenses not so recovered by the Superintending Engineer, Chikiti Irrigation Division.

The specification or other documents forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Superintending Engineer, Chikiti Irrigation Division as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require, together with carriage there for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Superintending Engineer, Chikiti Irrigation Division at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action, or other proceedings at law. that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause-17 No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

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

The Officer-in-Charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years, and to refuse to allow any labourer whom he decides to be below the age of twelve years to be employed by the contractor. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentices at his own 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 the work order and would last till the date when 90% of the work is completed.

The fair wages to be paid to the apprentices should be not less than Rs., or the emolument of personnel of equivalent qualification employed under the Government. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed one percent of the tender cost of the work.

Super Class contractors shall employ under them two Graduate Engineers and two Diploma holders belonging to the State of Orissa.

Special Class contractors shall employ under them one Graduate Engineer and two Diploma holders belonging to the State of Orissa.

Likewise, 'A' Class contractors shall employ under them one Graduate Engineer or two Diploma holders belonging to the State of Orissa.

The employment of such Graduate Engineers and Diploma holders under the contractor shall be full-time and continuous. They shall not be superannuated, retired, dismissed, or removed personnel from any State Government or Central Government Service, Public Sector Undertakings, Private Companies, and Firms, or otherwise be ineligible for Government appointment.

The contractor shall pay them monthly emoluments which shall not be less than the emoluments of personnel with equivalent qualifications employed under the State Government of Orissa. The Chief Engineer, Roads, Orissa, may, however, assist the contractor with the names of such unemployed Graduate Engineers and Diploma holders if such help is sought by the contractor.

The names of the Engineering personnel appointed by the contractor should be intimated to the tender-receiving authority along with each tender, specifying 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 from 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.

Works not be sublet. Contract may be rescinded and security deposit forfeited for subletting bribing or if contractor becomes insolvent.

Clause-18 The contract shall not be assigned or sublet without the written approval of the Superintending Engineer. If the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent, or commence any insolvency proceedings, or make any composition with his creditors, or attempt to do so; OR, if any bribe, gratuity, gift, loan, perquisite, 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 employ of the Government in any way relating to his office or employment; OR, if any such officer or person shall become in any way directly or indirectly interested in the contract; The Superintending Engineer may thereupon, by notice in writing, rescind the contract.

The security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Chikiti Irrigation Division, and the contract shall be deemed rescinded under Clause-3 hereof. In addition, the contractor shall not be entitled to recover or to be paid for any work theretofore actually performed under the contract.

Sum payable way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause-19 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Authority without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Changes in constitution of firm.

Clause-20 In the case of tender by partners, any changes in the constitution of the firm shall be forth with notified by the contractor to The Superintending Engineer, Chikiti Irrigation Division for his information.

In case of failure to notify the change in the constitution within fifteen days, the Superintending Engineer, Chikiti Irrigation Division may be notice in writing rescind the contracts and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Chikiti Irrigation Division and the same consequences shall ensure as if the contract had been rescinded under Clause-3 hereof, and in addition the contractor shall not be entitled or recover to be paid for any works there for actually performed under the contract.

Clause-21 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer, Chikiti Irrigation Division, Brahmapur for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Lump sums in estimates

Clause-22 When the estimate on which a tender is made include lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Superintending Engineer, Chikiti Irrigation Division capable of measurement, the Superintending Engineer, Chikiti Irrigation Division may by his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Superintending Engineer, Chikiti Irrigation Division shall be final and conclusive against the contract or with regard to any sum or sums payable to him under the provisions of this clause.

Clause-23 In the case of any class of work for which there is no such specification as is mentioned in rule-1, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Superintending Engineer, Chikiti Irrigation Division.

Action where no
specification
Definition of works.

Clause-24 The expression “work” or “work” where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause-25 Chikiti Irrigation Division shall be entitled to recover in full from the contractor any amount that the Chikiti Irrigation Division may be liable to pay under Workmen's Compensation Act VIII of 1923, to any workmen employed in course of execution of any part of the work covered by these contracts.

Clause-26 That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into with in the State of Orissa and it is agreed that neither party to the contract or agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

Clause-27 The Chikiti Irrigation Division will have the right to inspect the scaffolding and centering made for the work and reject party or fully such structure if found defective in their opinion.

Clause-28 The contractor shall bear all taxes including VAT, Income Tax, Royalty, Fair-weather charges and Tollage and any other taxes as applicable and where necessary.

As per Works Deptt. Letter No. 5608 Dt 03.04.2007 Fair wages clause

Clause-29 (a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen (14) years and shall pay to each labourer for work done by such labourer fair wages. PWL No.22059 Dtd.16.08.77.

Explanation – “Fair Wages” means wages, whether for time or piecework prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act.1948 wages at such higher rates should constitute fair wages.

(b) The contractor shall not withstand the provisions of any contract to contrary, Clause to be paid a fair wage to laborer by his Sub-Contractors in connection with the said work, as if the laborer had been immediately employed by him.

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

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

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

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

(g) Under the provisions of the Minimum Wages Act, 1948 and the Minimum Wages (Central) Rules, 1950, the contractor is bound to allow or cause to be allowed to the laborers, directly or indirectly employed in the work, one day's rest for every six days of continuous work and pay wages at the same rate as for duty.

(h) In the event of default, the Superintending Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for the weekly holiday to any laborer, and pay the same to the person entitled thereto from any money due to the contractor.

(i) The contractor shall submit by the 4th & 10th of every month to the Superintending Engineer, Chikiti Irrigation Division a true statement showing in respect of the Second half of the preceding month and the first half of the current month respectively (1) the number of labourers employed by him on the work

(2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage injury caused by them and (5) the number of the female workers who have been allowed maternity benefit according to clause-K and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs.50/- for each default to maternity incorrect statement.

The decision of the Superintending Engineer shall be Final in deducting from any bill due to contractor amount levied as fine.

(j) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rule, framed by Government employed by the Orissa Public Works Department and its contractors. This will apply to workplaces having 50 or more workers.

Clause-30 The terms and conditions of the agreement have been read / explained to me and.....certify that... ..clearly understand them.

Orissa P.W.D/ Electricity Department Contractor's Labour Regulation

1. Short Title – These regulations may be called “The Orissa Public Works Department / Electricity Department Contractor's regulations”.

2. Definitions – In these regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say -

(i) “Labour means works employed by a contractor of the Orissa Public Works Department / Electricity Department directly or indirectly through a Sub-Contractor or other person, by an agent on his behalf.

(ii) “Fair wages” means wages whether for the time of piece work described by the State Public Works Department / Electricity Department for the area in which the work is done.

(iii) “Contractor” shall include every person whether a Sub-Contractor or headman or agent employing labour on the work taken on contract.

(iv) “Wages” shall have the same meaning as defined in the payment of wages Act and include time and piece rate wages, if any -

3. Display of notices regarding wages, etc.

The Contractor shall—

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

(b) Send a copy of such notices to the Superintending Engineer, Chikiti Irrigation Division of the work

4. Payment of wages.

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

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

5. Fixation of wages period.

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

(ii) Now ages period shall exceed one month.

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

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

- (v) All payment of wages shall be made on a working day.

6. Wages book and wage cards etc.

- (i) The contractor shall maintain a wages book of each worker in such form as may be convenient, but the same shall include the following particulars:
- (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days work during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage card for each worker employed on the work.
- (iii) The Superintending Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 10 persons on the work.

7. Fines deduction which may be made from wages

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following.
- (a) Fines.
 - (b) Deductions for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the Orissa Government may from time to time allow.
- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity or showing cause against such fines or deductions.
- (iii) The total amount of fines which may be imposed in any one wage period on a work shall not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date on which it was imposed.

1. Register of fines, etc.

- (i) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention there a son for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places in the work.

2. Preservation of Register.

The wages register, the wage cards and the register of fines, deduction required to be maintained under these regulations shall be preserved for 10 months after date of the last entry made in them.

3. Power of Labour Welfare Officer to make investigation or enquiry.

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

4. Report of Labour Welfare Officer.

The Labor Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Superintending Engineer concerned,

indicating the extent if any, to which the default has been committed with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the laborer concerned.

5. Appeal against the decision of Labor Welfare Officer.

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

6. Inspection of registers.

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

7. Submission of return.

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

8. Amendments.

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

Clause-31 The terms and conditions of the agreement have been read /explained to me and.....certify that

.....clearly understand
them

The Department shall not supply any materials whatsoever for the work. The contractor should be financially stable for advanced procurement of all materials to be required for the works vide Govt. of Orissa Finance Department Memo No.48443/F –Code-46/95 dated 11.12.85.

Or

Schedule showing (Approximately) materials to be supplied, if available, the rates which they are to be charged for and the places at which are to be supplied.

Particulars	Rate at which the materials will be charged to the contractor.			Place of Delivery
	Unit	Rs.	P.	

Note:1) The persons or firm submitting the tender should see that the rates in the above schedule are filled up by the Superintending Engineer, Chikiti Irrigation Division on the issue of the form prior to the submission of the tender.

- 2) Before issue of the above materials to him, the contractor shall furnish Bank Guarantee of any of the Nationalized Banks located at for a sum equal to the cost of materials. The Bank Guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full or if the materials are partly utilized materials are returned by him to the Department in full and in good condition and receipt thereof duly acknowledged by the concerned Departmental Officer.

INFORMATION SHEET FOR OFFICE USE ONLY

MEMORANDUM OF PAYMENT

Sl No. of Bills	M.B No.	Voucher No.	Date	Gross amount of the Bill	Net amount of the Bill	Cumulative Gross Amount	Signature of D.A.O

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

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

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

Signature of bidder

AFFIDAVIT

1. The under signed do here by certify that all the statements/ copies of documents furnished in the required attachments are true and correct. This affidavit is furnished in connection with the work “Provision of 3 Phase power supply of load 30 KW for Baghalati Irrigation Project including service connection at Baghalati Dam Site, Nuagada” bid identification No. SE-CHID- 68/2026-27.
2. The under signed also here by 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 here by authorize(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.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Superintending Engineer, Chikiti Irrigation Division, Brahmapur has right to reject the Bid.

(Signature of bidder)

Date:

TECHNICAL SPECIFICATION

1. **HT UG cable:** Havells/ Polycab/ KEI
2. **Transformer:** ALFA/ OTPL/ OEU

All other materials shall be used as per the recent approved make list of TPSODL.

APPROVED

**Superintending Engineer
Chikiti Irrigation Division
Brahmapur**