

GOVERNMENT OF ODISHA



WORKS DEPARTMENT

DOCUMENTS

BID DOCUMENTS / DETAILED TENDER CALL NOTICE

FOR THE WORK:- Installation of Aerosol based extinguisher and lightning protection at SDH Athagarh in the district of Cuttack

ESTIMATED COST: - Rs.22,13,241.00

**OFFICE OF THE
SUPERINTENDING ENGINEER,
CHARBATIA (R&B) DIVISION,
CHOUDWAR.**

**GOVERNMENT OF ODISHA
OFFICE OF THE SUPERINTENDING ENGINEER, CHARBATIA(R&B) DIVISION, CHOUDWAR
INVITATION FOR BIDS (IFB)**

Email ID- charbatiadivision1@gmail.com
Bid Identification No. S.E.CBT(R&B)-04/2026-27

File No 9-19

Letter No.2540 Dated.15.07.2026

1. The **Superintending Engineer, Charbatia (R&B) Division, Choudwar** on behalf of Governor of Odisha invites **Percentage Rate bids** in Single cover system on online mode for the construction of works as detailed in the table, from the class of eligible contractors as mentioned in column-7 registered with the State Governments and contractors of equivalent Grade/ Class Registered with Central Government/ MES/ Railways/CPWD for execution of Civil works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work.
2. The bidders may submit bids for the following works.

Sl. No	Name of work	Value of work. (Rs.)	Tender inviting authority	Security amount (Rs.) (On line)	Cost of bid document (Rs.) (On line)	Class of Bidder	Period of completion.
1	2	3	4	5	6	7	8
01	Shifting /relocation of 11 kv LT line with S/s of Salapada village for impvt such as widening and strengthening of link road for a length of 1.880 km to Bandalo Enderpada road at 14.670 km	Rs13,59,981/-	SE Charbatia (R&B) Division, Choudwar	13600/-	6000/-	HT	03(Three) months
02	Installation of Aerosol based extinguisher and lightning protection at SDH Athagarh in the district of Cuttack	Rs 22,13,241/-	-do-	22200/-	6000/-	MV/HT	03(Three) months

3. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: www.tendersorissa.gov.in.
4. i) Bids must be accompanied with financial instruments towards **E.M.D** of the amount specified for the work in the table Col. 5 above along with cost of bid documents at Column No.6 above, the bidder shall make electronic payment using his/her Internet banking enabled account with designed Banks or their aggregator Banks such as SBI/ICICI/HDFC or the bidder having account in other bank can make payment using NEFT/ RTGS facilities of designed Banks as per W.D. O.M. No.17254 dt. 05.12.2017. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to furnish 2% of the amount put to tender put to tender as Bid Security.
- ii) **Additional Performance Security** in shape of Deposit Receipt/ Term Deposit Receipt of any Nationalized Schedule Bank duly pledged in favour of the Superintending Engineer Charbatia (R&B) Division, Choudwar shall be furnished by the successful bidder quoting less rate prior to execution of agreement as per office Memorandum No-173 dt 03.01.2026 & 632 dated 09.01.2026 of Works Department.
5. GST as applicable shall be added over and above the quoted amount.
6. The Bid documents will be available in the website: www.tendersorissa.gov.in from **10.00 A.M. of 21.07.2026 to 5.00 P.M. of 03.08.2026 for online bidding.**
7. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
8. Bids shall be received **only "on line" on or before 03.08.2026 up to 5.00 P.M.**
9. Bids received on line shall be opened at **11.00 AM on 04.08.2026** in the office of the Superintending Engineer Charbatia (R&B) Division, Choudwar in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
10. The Successful bidder has been submit original affidavit Schedule-F, online payment detail & other documents as per DTCN to be submitted in the **office of the Superintending Engineer Charbatia (R&B) Division, Choudwar** during office hours on working days prior to execution of agreement.
11. The Engineer contractor willing to avail the Exemption of E.M.D will submit the scan copy of affidavit to avail the exemption along with bid document affidavit should contain how many times such facility have been availed by him prior to this during the current financial year. Other wise they will not be entitled to avail such facilities.
12. **The Engineer (with Diploma / Degree Holders) having Electrical license will not avail Exemption of EMD for Electrical Works**
13. **The MSME registration holder are not allowed to avail exemption of EMD & ISD for the above work**
14. Other details can be seen in the bidding documents.
15. The authority will not be held responsible for any technical hang or network failure during on-line bidding.
16. The authority reserves the right to cancel any or all bids without assigning any reason.

Sd/-
Superintending Engineer
Charbatia (R&B) Division, Choudwar

Memo No.2541

dt.15.07.2026

Copy to the Deputy Secretary to Government Information and Technology Department, Odisha Bhubaneswar for information and necessary action.

**Sd/-
Superintending Engineer**

Memo No .2542

dt.15.07.2026

Copy submitted to the Chief Engineer, (DPI& Roads) Odisha, Bhubaneswar/ Chief Engineer, (World Bank Projects) Odisha, Bhubaneswar / Chief Engineer, (Buildings) Odisha, Bhubaneswar /Chief Construction Engineer, Dhenkanal (R&B) Circle, Dhenkanal for favour of kind information and necessary action.

**Sd/-
Superintending Engineer**

Memo No.2543

dt.15.07.2026

Copy to the Director Printing and Stationary (Publication), Odisha, Cuttack-10 with request to get it published in the next issue of the Odisha Gazette.

**Sd/-
Superintending Engineer**

Memo No.2544

dt.15.07.2026

Copy to the Collector, Cuttack / Superintendent of Police, Cuttack / Executive Engineer GPHD No I, Bhubaneswar /Executive Engineer GED No II, Cuttack / Executive Engineer NH Division, Cuttack / Executive Engineer (R&B) Division, Cuttack / Executive Engineer (R&B) Division, Kendrapara / Jagatsinghpur (R&B) Division /Dhenkanal (R&B) Division/ Angul (R&B) Division/ Panikoli (R&B) Division / Executive Engineer RW Division- I / Executive Engineer RW Division -II, Cuttack/ Executive Engineer RWSS Division, Cuttack/ Executive Engineer PH Division, Cuttack for information and necessary action.

**Sd/-
Superintending Engineer**

Memo No.2545

dt.15.07.2026

Copy to the Circle Inspector of Police, Choudwar / I.I.C Barachana/ I.I.C. Athagarh/ I.I.C. Narasinghpur/ Executive Officer Choudwar Municipality / All Asst. Executive Engineers under this Division / Divisional Accounts Officer / A.E..E. (Estr.) / Computer section / Head Clerk / Cashier / File No 9-19 / Notice Board for information and necessary action.

**Sd/-
Superintending Engineer**

GOVERNEMENT OF ODISHA e-PROCUREMENT NOTICE

WORKS DEPARTMENT

Bid Identification No. S.E. CBT (R&B) 04/ 2026-27

charbatiadivision1@gmail.com

- i. Name of the work : EI works-02 Nos
- ii. Estimated cost : 13,59,981/- to Rs22,13,241/-
- iii. Period of completion : 03 months (90 days)
- iv. Date & time of availability of Bid documents in the portal : **from 10.00 AM of 21.07.2026 to 03.08.2026 up to 5.00 PM for 'online' bidding**
- v. Last date/ time for receipt of Bids in the portal: **03.08.2026 up to 5.00 PM.**
- vi. Name and address of the officer inviting Bid : **Superintending Engineer Charbatia (R&B) Division, Choudwar**

Further details can be seen from the e-procurement portal <http://www.tendersorissa.gov.in>. Any addendum/ corrigendum/ cancellation of tender can also be seen in the said website.

Sd/-
Superintending Engineer
Charbatia (R&B) Division
Choudwar

Memo No. 2546 dt.15.07.2026

Copy forwarded to the Deputy Director I & P.R. (Advertisement) & Deputy Secretary to Govt., Odisha, Bhubaneswar with a request to get it published in two nos of leading Oriya Dailies and one no of local English Daily News Paper at an early date for wide circulation of the tender call notice.

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

Sd/-
Superintending Engineer
Charbatia (R&B) Division
Choudwar

A. GENERAL INFORMATIONS

Sl.No.	Items	Details
1	Bid Identification No.	S.E. Charbatia (R & B)- 04/2026-27
2	Name of the work	Installation of Aerosol based extinguisher and lightning protection at SDH Athagarh in the district of Cuttack
3	Tender Inviting officer	Superintending Engineer, Charbatia (R&B) Division, Choudwar
4	Superintending Engineer concerned with head quarters authorised as Engineer-in-charge of this work.	Superintending Engineer, Charbatia (R&B) Division, Choudwar
5	Chief Construction Engineer with head quarter	Dhenkanal (R&B) Circle, Dhenkanal
6	Accepting Authority	Superintending Engineer, Charbatia (R&B) Division, Choudwar
7	Estimated Cost	Rs.22,13,241.00

B. BID INFORMATION.

Sl.No.	Items	Details
1	Intended completion period/Time period assigned for Completion	03(Three) months
2	Last Date & time of submission of Bid	Time:- 5.00 P.M. Date:-03.08.2026
3	Cost of Bid Document	
	i) ON LINE	Rs.6,000.00
	ii) In favour of	Superintending Engineer, Charbatia (R&B) Division, Choudwar
	iii) Payable at	Cuttack
4	Bid Security	
	i) Amount (ON LINE)	Rs.22,200.00
	ii) Pledged In favour of	Superintending Engineer, Charbatia (R&B) Division, Choudwar
	iii) Payable at	Cuttack
	iv) Type of Instruments	As specified in the Bid document
5	Bid validity period	90 days
6	Currency of Contract	Indian Rupee
7	Language of Contract	English

Instruction to Bidders for e-procurement

(Relevant clauses in the DTCN/ Bid document shall be superseded)

A.GENERAL

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Executive Engineer who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 1.3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.4. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedy of any defects therein.
- 1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6. Throughout these bidding documents, the terms "bid and tender" EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 1.7. In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself for the said work with agencies of appropriate class those who is eligible to tender, electrical works in the composite tender. Intending purchasers are required to produce documents viz. Contractor Registration Certificate, Pan card, GSTIN, of self and the contractor with whom associated for execution of Composite work for verification purpose in the later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise, his/her bid shall be declared as non-responsive and thus liable for rejection. The Successful lowest Bidder is required to produce the originals of all the scanned documents in the office of **Superintending Engineer Charbatia (R&B) Division , Choudwar** for verification within 5(five)days of opening of the financial bid. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder. The Successful bidder who has quoted lowest bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security (APS) in shape of Bank Guarantee / Term Deposit Receipt pledged in favour of the **Superintending Engineer Charbatia (R&B) Division , Choudwar** , otherwise the bid shall be cancelled and security deposit shall be forfeited. Further proceedings for blacklisting shall be initiated against the bidder
- 1.8. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN card (ii) Registration Certificate (RC)/GSTIN Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/GSTIN Clearance. Any change of information by the bidder is to be re authenticated by the State procurement cell. After successful authentication bidder can participate in the online bidding process. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudra and is mandatory for all users.
 - 1.8.1. Bidder participating through joint venture shall declare the authorised signatory through memorandum of understanding duly registered and enrol in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.
 - 1.8.2. Any third party/company/person under a service contract for operation of e-Procurement system in the state or his/her subsidiaries or the parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-procurement system irrespective of who operates the system.
 - 1.8.3. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - 1.8.4. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersorissa.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder/Guest Users can view or download the bid documents from the web site only after the due date &

time of sale.

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

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

1.9. The bidder intending to participate in the bid shall deposit on-line towards cost of bid as per IFB (except for exempted contractors) and upload the same to the portal against the bid where he is participating cost.

1.10. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control. For all-purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

2. **ELIGIBLE BIDDERS:**

2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids. Contractors not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work as per registration norms of the state.

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

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

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

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

3. **QUALIFICATION CRITERIA:**

3.1. ***For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document listed under clause 3.2 in prescribed format wherever warranted in support of qualification information. The Successful Lowest bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal for verification in the office of Superintending Engineer Charbatia (R&B) Division, Choudwar within 5(five) working days of opening of the bid.*** Bids from Joint ventures are acceptable.

3.2. The bid shall include following information and documents.

- a. **Copy of the Earnest Money deposit/Bid Security and cost of bid document of the amount specified for the work,** copy of valid contractor's registration certificate, PAN card, GSTIN of self and the Contractor with whom associated for execution of Composite work should accompany the technical bid.
- b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
- c. Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.
- d. In case the contractor executing several works, he is required to furnish a time schedule for movement of equipment/machinery from different site to this work site when work is to be executed.
- e. The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work.
- f. In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the state, he/she is required to furnish additional 1% EMD/Bid security.
- g. The contractor intending to hire/lease equipments/machineries are required to **furnish the lease deed and any of the documents of lesser having his signature authenticity like PAN/ Driving License/ Contract Registration Certificate/ Passport along with proof of ownership documents for machineries (i.e., Tax Invoice) of the Company/ person providing equipment/ lease deed.**

- h. The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license, PAN, GSTIN for executing the electrical installation works/mechanical works/ building electrification works.
- i. Details of work under progress.
- j. Details of work for which bid submitted.
- k. The detailed list of plant and machineries to be employed by the bidder for use in this work along with the possession certificate is to be furnished as required Schedule-C
- 3.3 **As per Order No.3051 dt.22.01.2025 of Chief Engineer (Roads-I), Odisha, Bhubaneswar and "Executive instruction regarding calling for and acceptance of tenders in e-procurement" communicated vide Works Department Order No.7885 dt.23.07.2013, in point (f) under "Tender" in "e" tendering chapter of OPWD Code i.e "SIGNING OF BID" The Online bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT Act 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus his EMD / Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.**
- 3.4 **The Bidders are subject to be disqualified if they have:**
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
 - d. Indulged in unlawful & corrupt means in obtaining bids.
 - e. Been black listed/suspended by the competent authority.
- 4. **ONE BID PER BIDDER:**
 - 4.1. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 5. **COST OF BIDDING:**
 - 5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
 - 5.2 The **Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time payment of bill.**
 - 5.3 The rate of royalties and taxes prevailing on the date of measurement shall be considered as per latest Govt. Circular.
 - 5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.
- 6. **SITE VISIT: (Revised/substituted as per Works Dep'tt. Office Memorandum No.12366 dt.8.11.2013)**
 - 6.1. **Every bidder is expected before quoting his rate to inspect the site of proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints in future date that the availability of materials at quarries has been misjudged cannot be entertained.**
 - 6.2. Bidders are advised to satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.
 - 6.3. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
 - 6.4. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.
- B. BIDDING DOCUMENTS**
- 7. **GENERAL INSTRUCTIONS:**
 - 7.1 The description of the work is as mentioned under Invitation for Bid.
 - 7.2 The bids uploaded by the Tender Inviting Officer shall consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid

will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

- 7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.
8. **CLARIFICATION OF BIDDING DOCUMENTS:**
- 8.1. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in Tender call notice/Bid. The officer inviting the Bid/Procurement officer-Publisher will clarify queries related to the tender.
- 8.2. **No paper copy of the bid shall be sold.**
- 8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.
9. **AMENDMENT OF BIDDING DOCUMENTS:**
- 9.1. Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website www.tendersorissa.gov.in/ notice board and through paper publication.
- 9.3. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/corrigendum/cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.
- 9.4. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.
- C. PREPARATION OF BIDS**
10. **LANGUAGE OF THE BID:**
- 10.1. All documents relating to the Bid shall be in the English / Hindi / Oriya language. Bids submitted in any other language shall be summarily rejected.
11. **DOCUMENTS COMPRISING THE BID:**
- 11.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.
- (i) Invitation for Bids (IFB)
 - (ii) Instructions to bidders (ITB)
 - (iii) Conditions of Contract
 - (iv) Contract Data
 - (v) Specifications
 - (vi) Drawings
- 11.1.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Submission of document shall be affected by using DSC of appropriate class.
- A. **Cost of "Bid document" & "Bid Security"** shall comprise
- (i) Cost of Bid Document
 - (ii) Bid Security in prescribed shape.
- B. **"Technical Bid"** shall comprise.
- (i) Declaration under the Official Secret Act, 1923
 - (ii) Qualification Information and supporting documents,
 - (iii) Certificates, undertakings, affidavits,
- C. **"Financial Bid"** shall comprise.
- (i) Priced Bill of Quantities
12. **PROPOSAL BY THE BIDDER:**
- 12.1. **In the E-Procurement Portal**, an intelligent Bill of Quantity in Microsoft Excel format (in .xls format) shall be made available to the bidder.
- 12.2. For **Item** rate tenders the bidder shall fill in rates in figures and should not leave any cell blank. The line-item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.
- 12.3. In case of **percentage** tender, the bidder shall write his name in the space provided in the specified location in the protected Bill of Quantities (BOQ) and type percentage excess or less up to two decimal places only in the designated cell and activate "less" or "excess" to indicate how much his price offer is excess or less than the estimated amount.
- 12.4. **Deleted.**
- 12.5. The **bidder** shall bid for the whole works as described in the Bill of Quantities. **The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of bill.**
- 12.6. Bidders **shall** submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.
- 12.7. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of bill.

- 12.8. In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be **considered** as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12.9. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a **Provisional** Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 12.10. The **contractor shall** confirm in all respects, by giving all notices and paying all fees, with the provisions of:
- (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
 - (ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.
13. **CURRENCIES OF BID AND PAYMENT:**
- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.
14. **VALIDITY:**
- 14.1. Bids shall remain valid for a period not less than **90 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request without any risk of forfeiture of his bid security.
- 14.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.
15. (A) **BID SECURITY:**
- 15.1. **ADDITIONAL PERFORMANCE SECURITY.** As per office Memorandum No. **173 dt 03.01.2026 & 632 dt 09.01.2026** of Works Department, **Additional Performance Security** in shape of Bank Guarantee / Term Deposit Receipt of any Nationalized / Scheduled Bank duly pledged in **favour of the Superintending Engineer Charbatia (R&B) Division, Choudwar** shall be submitted by the successful bidder before drawal of agreement.
- 15.2 The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.
- 15.3 Combined bid security for more than one work is not acceptable.
- 15.4 In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.
- 15.5 The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.
- 15.6 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 15.7 The Bid Security may be forfeited
- a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
 - b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid
 - c. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 3.1,
 - d. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security.
15. **(B) FORMAT AND SIGNING OF BID:**
- 15.1. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid traffic rush failure in the network.
- 15.2. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.
- 15.3. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
- 15.3.1. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 15.3.2. In the e-procurement process each 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.

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

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

D. SUBMISSION OF BIDS

16. BID SUBMISSION:

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

- The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/Bid Security, GSTIN,/ PAN, Registration Certificates,, Affidavits, Joint venture agreement along with other required documents as per Clause No.1.7 of Instruction to the bidder for e- procurement, Works in hand, List of machineries along with the proof of ownership, **the lease deed and any of the documents of lessor having his signature authenticity like PAN/ Driving License/ Contract Registration Certificate/ Passport along with proof of ownership documents (i.e. Tax Invoice) for machineries of the Company/ person providing equipment/ lease deed** and any other information required by OIT. The financial bid shall consist of the Bill of Quantities (BOQ).

16.2. Bidder are to submit original BOQ (in .xls format) uploaded by procurement officer publisher (Officer inviting tender) after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission by the bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cell without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of work put to tender. Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted lowest bid price / rates than the estimated cost put to tender shall have to furnish the additional performance security (APS) in shape of Bank Guarantee / Term Deposit Receipt pledged in favour of the Concerned Divisional Officer within **Seven** days, Otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for blacklisting shall be initiated against the Bidder.

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

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

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

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

16.7. 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.

17. DEADLINE FOR SUBMISSION OF THE BIDS:

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

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

17.3. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

18. LATE BIDS:

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

19. MODIFICATION AND WITHDRAWAL OF BIDS:

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

- fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 19.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid citing reasons for withdrawal and upload the scanned document to portal in the respective bid before the closure of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- 19.3. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

E. OPENING AND EVALUATION

20. OPENING OF THE BID:

- 20.1. Bid opening dates are specified during tender creation or can be extended vide corrigendum. These dates are available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date. The bid openers' private key will be required to open the bids and all the openers have to log on to the portal during that time to decrypt the bid submitted by the bidder. Bids cannot be opened before the specified date and time.
- 20.1.1. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 20.1.2. Each activity is date and time stamped with **user** details. For time stamping, server time is taken as the reference.
- 20.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
- 20.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 20.4. During bid opening, the covers containing original demand draft towards Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with clause no 14 and clause no 15 shall be checked and announced. The list of bidders who have submitted the original copy of the cost of Bid and Bid Security shall be prepared and announced.
- 20.4.1. Combined bid security for more than one work is not acceptable. If the bid security furnished does not confirm to the amount and validity period as specified in clause 14 and has not been furnished in the form specified in Clause 15, the bid will be declared non-responsive and rejected.
- 20.5. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on to the portal with their DSC the Tender cannot be opened.
- 20.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.
- 20.5.2. All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing nos. of pages"
- 20.5.3. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 20.5.4. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished in Clause 3.
- 20.5.5. Immediately (usually within 3 or 4 days), the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted lowest bid price / rates than the estimated cost put to tender shall have to furnish the additional performance security (APS) in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Concerned Divisional Officer within **Seven** days, Otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for blacklisting shall be initiated against the **bidder**. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 20.6. The Technical evaluation of all the bids will be taken up only as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the lowest bidder from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as applicable shall be taken against the bidder/contractor.
- 20.7. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.

- 20.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.
- 20.7.2. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 20.7.3. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.
- 20.7.4. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.
- 20.7.5. Special rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 20.7.6. The Financial bid of the bidders shall be opened one by one by the designated officers. Procurement officer-Openers shall sign on each page of the downloaded BOQ and Comparative Statement and furnish a certificate to that respect. The system shall auto-generate the Comparative statement.
- 20.7.7. The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 20.7.8. In case of non-responsive tender, the officer inviting tender should complete the e-procurement process by uploading the official letter for cancelled/re-tender.
- 20.7.9. System provides an option to Procurement Officer, Publisher for reconsidering the rejected bid with the approval of concerned Chief Engineer/Head of Department.
- 21. **PROCESS TO BE CONFIDENTIAL:**
 - 21.1. **Information** relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.
- 22. **CLARIFICATION OF BIDS:**
 - 22.1 To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidders in writing/online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical Evaluation of the tender, Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document. The bidder will respond in not more than 7(seven) days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
 - 22.2 Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.
- 23. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**
 - 23.1. **During** the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid: -
 - a. Whether the Bid security is confirmed by issuing institution/bank.
 - b. Has submitted legible documents for evaluation
 - c. Meets the eligibility criteria defined in *Clause 3* and;
 - d. Is substantially responsive to the requirements of the bidding documents.
 - 23.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further **determined** with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
 - 23.3. A **substantially** responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
 - (a) Which affects in any substantial way the scope, quality, or performance of the works.
 - (b) Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
 - (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
 - 23.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
 - 23.5. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.
 - 23.6. For examination, evaluation and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

F. AWARD OF CONTRACT

- 24. **AWARD CRITERIA:**
 - 24.1. The officer in charge will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
 - 24.2. The Employer/Engineer-in-Charge 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 Engineer-in-Charge will pay the contractor in consideration of execution completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
 - 24.3. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would

- be responsible for taking instructions from the Engineer-in-Charge.
- 24.4.** Competent Authority on behalf of Governor of Orissa reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 24.5.** The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.
- 25. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:**
- 25.1** If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for 3(three)years and action will be taken to blacklist the contractor. Besides the consortium/JV/Firm where such an agency/firm already happens to be or is going to be a partner/member/proprietor, he/they shall neither be allowed for participation in bidding for three years nor his/there application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder and furnish the required Additional Performance Security **(If required)**, otherwise the tender will be cancelled.
- 25.2** The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned **under clause 27.2**, his bid security shall stand forfeited.
- 26. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**
- 26.1** The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- 26.2** All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 27. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**
- 27.1.** In the E-Procurement Portal, the system shall generate the template of award letter, the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter, and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the bidding process and commencement of the contract.
- 27.2.** The successful bidder, on receipt of the letter of acceptance, furnish the Performance security in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.
- 27.2.1.** Following documents shall form part of the agreement.
- The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 27.2 hereof.
 - Standard Bid Document P.W.D. Form **F2/P1 as the case may be**
- 27.3.** The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.
- 27.4.** On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component **of the work** on behalf of the Governor of Odisha, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).
- 27.5.** Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.
- 28. CORRUPT OR FRAUDULENT PRACTICES:**
- 28.1.** The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 29. BLOCKING OF PORTAL REGISTRATION**
- 29.1.** If the registration certificate of the contractor is cancelled/suspended by the registering authority/blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 29.2.** The portal registration blocked in the ground mentioned in the above Para-29.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 29.3.** The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the officer inviting tender is required to issue intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 29.3.1.** Fails to furnish original Technical/Financial (Tender Paper Cost, EMD/Bid security) instruments before the designated officer within the stipulated date and time.
- 29.3.2.** Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 29.3.3.** Fails to execute the agreement within the stipulated date.
- 29.3.4.** If any of the information furnished by the bidder is found to be false/fabricated bogus.
- Accordingly, the Officer Inviting Tender shall recommend to the Chief Manager (Tech.) State Procurement Cell,

Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD Code, Volume-II.

30. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

30.1. UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

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

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

30.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the contractor whose portal registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury challan showing deposit of Rs.10,000/- (Rupees ten thousand) only (non-refundable) under the head of account '**0059-Public Works**' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech.), State Procurement Cell.

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

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

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

12. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e., "<https://tendersodisha.gov.in>".
13. 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 outlines 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 (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - 1 A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
 - 2 Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
 - d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
 - e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
6. **Settlement of Cost of Tender Paper;**
 - a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
 - b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

7. Settlement of Cost of Tender Paper;

- e) **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.
- f) 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.
- g) 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.
- h) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

8. Settlement of Cost of Tender Paper;

- i) **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.
- j) 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.
- k) 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.
- l) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

9. Settlement of Cost of Tender Paper;

- m) **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.
- n) 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.

- o) 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.
- p) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

10. Settlement of Cost of Tender Paper;

- q) **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.
- r) 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.
- s) 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.
- t) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

2. Settlement of Earnest Money Deposit on submission of bids:

- 1.1. The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidder's accounts as per direction received from TIA through e-procurement system.

3. Forfeiture of EMD:

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

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.

The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W. Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

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

4. Role of the Banks:

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

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.

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.

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.

B Role of State Procurement Cell:

Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.

- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over-the-counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

2 Role of Cyber Treasury:

- 1.9. 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.
- 1.10. 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.

3 Redressal of Public grievances:

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

14. Applicability and modification of existing rules / orders:

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

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

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

	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 designated 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.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks At Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of Instruction from TIA.

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

**DETAILED TENDER CALL NOTICE
FOR BUILDING / ROAD WORKS.**

1. Sealed percentage rate bids are invited on **ONLINE** in **single** cover system from **"MV/HT"** Class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES /Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work, **"Installation of Aerosol based extinguisher and lightning protection at SDH Athagarh in the district of Cuttack "** at an estimated cost of **Rs.22,13,241.00 (Rupees Twenty-two lakh thirteen thousand two hundred forty-one) only**. The adopted format for percentage rate is same as that of the form adopted for item rate tenders but the word "Item rate" shall be replaced by "Percentage rate" and the contract will be named as **P- 1**.
2. The Bid documents are available from official website of Government: <http://www.tendersorissa.gov.in> from **10.00 AM of 21.07.2026 up to 5.00 PM of dt.03.08.2026**. The last date and time of submission of Bid is as per contract data.
3. The Bid documents will be opened by the assigned officer in the office of the **Superintending Engineer**, Charbatia (R&B) Division, Choudwar at **11.00 AM. on 04.08.2026** the presence of the bidders or their authorised representatives who wish to attend.
- a) Bids must be accompanied with financial instruments towards E.M.D of the amount specified for the work in the table Col. 5 above along with cost of bid documents at Column No.6 above, the bidder shall make electronic payment using his/her Internet banking enabled account with designed Banks or their aggregator Banks such as SBI/ICICI/HDFC or the bidder having account in other bank can make payment using NEFT/ RTGS facilities of designated Banks as per W.D. O.M. No.17254 dt. 05.12.2017. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to furnish 2% of the amount put to tender put to tender as Bid Security.
4. The bidder who have quoted less bid the **Additional Performance Security** in shape of Bank Guarantee /Term Deposit Receipt of any Nationalized Schedule Bank duly pledged in favour of the **Superintending Engineer Charbatia (R&B) Division, Choudwar** shall be furnished by the successful bidder prior to the execution of agreement.
5. The successful bidder shall submit the original affidavit Schedule-F, online payment detail & other documents as per DTCN to the **office of the Superintending Engineer Charbatia (R&B) Division, Choudwar**, during office hours on working days prior to the execution of agreement.
6. (a)The bid is to be submitted in single cover is to contain EMD, Cost of bid document (online mode) if any, DTCN, scanned copy of registration certificate, PAN card, valid GST clearance certificate, certificate of no relationship, information regarding current litigation, affidavit in support of correctness of documents and the price bid duly filled in and signed by the bidder which are **mandatory**. All other documents required as per the relevant clauses of this DTCN are to be uploaded in the prescribed format.
(b) *As per Order No.3051 dt.22.01.2025 of Chief Engineer (Roads-I), Odisha, Bhubaneswar and "Executive instruction regarding calling for and acceptance of tenders in e-procurement" communicated vide Works Department Order No.7885 dt.23.07.2013,in point (f) under "Tender" in "e" tendering chapter of OPWD Code i.e "SIGNING OF BID" The Online bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT Act 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus his EMD / Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted*
7. a)The successful lowest bidder is required to produce the original documents viz Registration, valid PAN card, valid GST clearance certificate, certificate of no relationship, information regarding current litigation, affidavit in support of correctness of documents which has been stated as mandatory in column 6 above within 5(five) days after opening of the bid for verification in the office of the **Superintending Engineer Charbatia (R&B) Division, Choudwar**. In default action will be initiated as per the condition of e-procurement procedure.
b) **No exemption of EMD allowed in case of Engineer Contractor , who have acquired Electrical Contract Licence.**
c) The ST/SC contractors willing to avail the facilities as fixed by Government will submit scan copy of the affidavit for the same along with tender document. Otherwise they will not be entitled to avail the facilities .
8. The tenderer's claiming for exemption/ facilities must have obtained Registration certificate from the competent authority confirming to that category. In default their claims for exemption/ facilities shall not be entertained.
9. The work is to be completed in all respects within the time period as specified in the Contract Data. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
10. All bids received will remain valid for a period of 90(ninety) days after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
11. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred \ from qualification. The information to this effect and authentication of the tender documents including financial instruments should be submitted in the prescribed proforma in safe of affidavit. Information regarding current litigation should also be submitted in the prescribed proforma. The required proforma are enclosed in separate sheets.
The Civil Contractor in order to take part in the Composite tender should enter into a joint venture agreement with eligible Registered Electrical Contractors (Associate with the joint venture) and a copy of such agreement. for the work after due registration should be attached with the Tender and this shall also form a part of the tender. If the Civil Contractor is having registration in P.H. and Electrical works under the same name and style, the question of joint **venture does not arise**.

12. **No Relation certificate.**

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet.

13. If an individual makes the application, the individual should sign above his full type written name and current address.
14. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
15. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
16. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
17. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
18. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
19. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
20. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
21. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
22. Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
23. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.
24. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

25. **Additional performance Security**

(Amendment to Para 3.5.5(v)Note-ii of OPWD Code Vol-I by modification) (**Amendment of Codal & Contractual Provisions. (Works Department, Govt. Of Odisha office Memorandum No.173 dt,03.01.2026)** After careful observation, Government has been pleased 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 in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in available and successful manner with adoption of following incremental Additional Performance Security(APS) system. As Additional Performance Security (APS) in shape of TDR in favour of the Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalised/Schedule Bank in India Counter guaranteed by its local branch duly **pledged in favour of the Superintending Engineer, Charbatia (R&B) Division, Choudwar** payable at Cuttack within 7(Seven days) of issue of letter of acceptance (LOA) by the Divisional Officer to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the he will be debarred from tendering for a period of 180 days. Further proceeding for blacklisting shall be initiated against bidder as per amendment to Para 3.5.5.(v) of OPD code Volume-I vide works Department office

Memorandum No 14459/W dated 20.09.2018.

If the contractor fails to complete the work, the amount so furnished as Additional Performance Security will be forfeited in addition to the other penal clauses, if any, to be imposed.

As per office Memorandum No. 173 dated. 03.01.2026 & 632 dated.09.01.2026 of Works Department, Govt of Odisha.

In view of the above the State Government is pleased to fix the following rate of Additional Performance Security.

Sl.No	Range of Difference between the estimated cost put to tender and bid amount	Additional performance security to be deposited by the successful bidder
i.	Below 0% but not below 10%	No Additional Performance Security
ii.	Below 10.00% and not below 20.00%	The Additional Performance Guarantee/ Security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price:
iii.	Below 20%	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

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

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

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

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

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

The additional performance security in any other form will not be accepted.

If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed

26. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
27. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
28.
 - i) Bill of quantities are accompanied in bid document (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
 - ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.
29. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
30. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.

31. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
- ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in shape of N.S.C / Post office Saving Bank Account / Post office Time Deposit Account / Kisan Vikash Patra / Bank Guarantee from Nationalized Bank of India counter guaranteed by its local branch at Bhubaneswar or e-Bank Guarantee executed on the NeSL Digital document execution portal / Insurance surety Bond issued by an insurance company authorised by IRDAI as per O.M. 4909 dt 12.03.2026 of Works Department Govt. Of Odisha ; and additional performance security as per Clause of DTCN in form of Deposit receipt of Schedule Bank / Kisan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **Superintending Engineer Charbatia (R&B) Division, Choudwar and payable** at the place as specified in the **Contract Data** and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the PWD Form P-1 for the fulfilment of the contract in the office of the **Superintending Engineer Charbatia (R&B) Division, Choudwar** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of **P1 agreement** shall be retained as security for the due fulfilment of this contract and additional performance security in accordance with the provisions of the agreement.
- iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within **07 days** following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
- a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. **Form P-1** with latest amendments.
- iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money deposit) .No contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after **One year** of completion of the work and payment of the final bill and will not carry any interest.
- v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers **back out from the offer** before acceptance of tender by the competent authority. Also action will be initiated as per e-procurement procedure.
32. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
33. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
34. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.- VIII-R 8/5225 Dated. 26.02.55 and No. IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
35. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Superintending Engineer is final and binding on the contractor.
36. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose

- of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
- b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d. Fees and duties levied by the municipal, canal or water supply authorities.
 - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
37. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
 38. No payment will be made for bench marks, level pillars profiles and benching and levelling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
 39. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
 40. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
 41. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices mentioned in the tender call notice during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
 42. Bidders are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the condition of **D.T.C.N.**
 43. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT&H, Govt. of India. MORT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
 44. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
 45. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
 46. Concrete should be machine mixed unless otherwise ordered in writing by the Superintending Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
 47. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
 48. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
 49. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
 50. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
 51. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of **P-1** agreement.

52. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
53. All the materials which are to be supplied from P. W. D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After issue from the P. W. D. store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
54. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
55. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks but excluding lapping & wastage) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in- Charge
56. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D/s.
57. The contractor should at his own cost arrange required machineries and necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
58. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
59. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
60. The stack of road metal and gravel will be measured in boxes of $1.5\text{m} \times 1.5\text{M} \times 0.5\text{M}$ which will be taken as $1.5\text{m} \times 1.5\text{M} \times 0.44\text{M} = 1\text{ Cum}$. The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
61. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge. The condition is attached separately.
62. In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
63. Sinking of wells shall be measured as per MORT&H Specifications for Road & Bridge works (Latest Revision).
64. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and de-silting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
65. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
66. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre- decided by authority accepting the tender.
67. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate.
68. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the Department.
69. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
70. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
71. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
72. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.

73. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost. The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
74. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
- b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III/IRC/ISI/MORT&H specifications.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar/ Cuttack. Cost of testing of all specimens and samples will be borne by the Contractor.
- e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
75. The thickness of cement concrete in top plugging should be as per Departmental drawing.
76. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance the contractor shall carry out suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
77. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
78. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT&H Specification for Roads & Bridge works (Latest Revision).
79. No claim for carriage of water what-so-ever will be entertained.
80. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
81. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet.
82. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
83. Orissa Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974. The Orissa Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
84. Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the

- required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes , octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in – Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
85. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
 86. a) GST will govern as per prevailing rules.
b) 1%(one percent) of the gross bill of contractor will be deducted towards labour Cess over and above the usual deductions
 87. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Superintending Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
 88. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
 89. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
 90. Sample of all material - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Superintending Engineer.
 91. Trial Boring - The foundation level as indicated in the body of the departmental drawing is `purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
 92. Any defects, shrinkage or other faults which may be noticed within **12 (twelve) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12 (twelve) calendar months** from the date of successful completion of the work.
 93. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

Payment for variation in price.

Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, steel, Bitumen, pipes, POL and other materials component in accordance with the following principles and procedures as per formula vide Works Department Memorandum No.15847/W dt.19.11.2019 as given below.

Clause 31:- (W/D Memorandum No 15847 dt.19.11.19 && W/D office memorandum no-8189 dt.07.06.2021

Price Adjustment

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

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

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

I Following expressions and meaning are assigned to the work done during each month:

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

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

The Formula (e) for adjust of prices are:

31. (a) (i): Adjustment of Other Materials Component

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

$$32. VM = 0.85 \times PM/100 \times R \times (M1-M0)/ M0$$

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

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

M1 = The all India whole sale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

33. PM =Percentage of local material component (other than cement, steel, bitumen and POL) of Work.

31 (a) (ii): Adjustment for Cement Component

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

$$34. V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_1$$

V_c = Increase or decrease in the cost of work during the month under consideration due to change in the rates for cement.

C₀ = The all India whole sale [price index for the Ordinary Portland cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and industry Government of India, New Delhi.

31 (a) (iii): Adjustment for Steel Component

26. Price adjustment for increase or decrease in the cost of steel procedure by the contractor shall be paid in accordance with the following formula:

$$35. V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

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

S₀ = The all India whole sale price index for steel (Mild steel long products) on 28 days preceding the date of opening of Bid as published by the Ministry of Commerce and Industry Government of India, New Delhi.

S₁ = The all India whole sale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_S = Percentage of steel component of the work.

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

31 (a) (iv): Adjustment for bitumen Component

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

$$36. V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

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

B₀ = The official retail price of bulk bitumen at the IOC/BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

B₁ = The official retail price of bulk bitumen at IOC/BPCL depot at nearest center for the 15th days of the month under consideration.

P_b = Percentage of bitumen component of work.

31 (a) (v): Adjustment towards differential coast of pipes.

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

$$V_{pi} = 0.85 \times P_{pi} / 100 \times R \times (P_i1 - P_i0) / P_i0$$

P_{p1} = Percentage of pipe component of work.

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

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

31 (b): Adjustment of Labour Component

price adjustment for increase or decrease in the cost of labour shall be paid in accordance with the following formula.

$$37. V_L = 0.85 \times P_1 / 100 \times R \times (L_1 - L_0) / L_0$$

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

L₀ = The minimum wages for unskilled labour as notified by Government of Odisha as prevailing in last stipulated dates of receipt of tender including extension, if any.

L₁ = The minimum wages for unskilled labour as notified by Government of Odisha as prevailing on last date of the Month previous to the one under consideration.

P₁ = Percentage of labour component of the work.

31 I: Adjustment of Labour Component

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

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

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

F₀ = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC /BPCL / HPCL at nearest center on the days 28 days prior to the date of opening of Bids.

F₁ = The official retail price of HSD at the existing consumer pumps of IOC /BPCL/HPCL at nearest center for the 15th days of the month under consideration.

P_f = Percentage of fuel and lubricant component of the work.

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

31 (d): Adjustment for Plant and Machinery Spares Component

27. Price adjustment for increase or decrease in cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_1 - P_0) / P_0$$

V_p = Increase or decrease in cost of work during the month under consideration due to change in rates for plant and machinery spares.

P₀ = The all India wholesale price index for machinery manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P₁ = The all India wholesale price index for machinery manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_p = Percentage of plant and machinery spares component of the work.

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

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993-94 to 2004-05 & 2011-12, it is observe that, the commodity 'Bars and Rods' 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mention as such in WPI 2004-05 & 2011-12 series.

Therefore, following items in the WPI 2004-05 & 2011-12 Series shall be consideration corresponding to items in WPI 1993-94.

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

31(e) : APPLICATION OF ESCALATION CLAUSE:

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

Formula to calculated the increase or decrease in the price P.O.L.

$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$

V_f = Increase or decrease in the cost work during the quarter under consideration due to change in rates for P.O.L.

P_f = Percentage of P.O/L component of the work, as indicated in the clause 31(e) below.

R = Value of work done during the quarter consideration excluding the work extend under extra items if any at prevailing schedule of rate /derived rates.

F_i = All India Wholesale price index for Fuel, Oil and Lubricant (High Speed Diesel) for the quarter under consideration as published by Economics Advise, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_o = All India Wholesale index for Fuel, Oil and Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

(d) The following percentage will govern the price adjustment for the entire contract for different type of works as applicable given in the following table.

Percentage Table.

Sl. No.	Category of works			% component (cost wise)		
				Labour (P_L)	POL(P_i)	Steel +Cement + Bitument+other materials.
1	R&B works (% of component)	Road Works		5	5	90
		Bridge works		25	5	70
		Building work		25	-	75
2	Irrigation works (% of component)	Structural work		20	5	75
		Earth, canal & Embankment work		25	10	65
3	P.H work	Structural work		25	5	70
		Pipeline works		5	-	Pipe-70% *other materials-25%
		Sewer Line		10	-	Pipe-70% *Other material-20%

Note:- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and Pipe in the concerned works for the period under consideration.

(e). APPLICATION OF ESCALATION CLAUSE.

i) The contractor shall for the purpose of availing reimbursement /refund of differential cost of steel, bitumen, cement, pipe , POL and wages , deep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized reprehensive of Government and further , shall at the request of the Engineer-in-charge , furnish documents to be verified in such a manner as the Engineer-in –charge may require any document and information kept The contract shall within a reasonable time of 15days of his becoming aware of any alteration in the price of such material , wages of labour and /or price of POL give notice thereof to the Engineer –in-charge stating that the same is given pursuant to this condition alongwith information relating there of which he may be in a position to supply.

- ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills during the three calendar months on the said quarter. The first payment shall be made at the end of three months after month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
If any advance /secured advance is granted by the Department the same will bear interest at the rate of 18% P.A

67. The contractor shall make requisition for Claim Book from the department from the date of commencement of the work and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works, which are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents and at the end of each month, a certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner in the claim book from the date of commencement of the work, are liable to be dishonoured. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.

68. It should be understood clearly that no claim what-so-ever will be entertained for executing extra items of works or extra quantity of any item in the agreement unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.

Clause-2(a) of P1 Contract: -TIME CONTROL: -

2.1. Progress of work and Re-scheduling Programme.

- 2.1.1. The Executive Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge a work Programme for approval commensurate to **Clause No.2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it appears to the Engineer-in-Charge that the actual process of the work does not conform to the work programme, the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the revised Programme has been submitted.
- 2.1.5. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

Extension of the Completion Date

- 2.1.6. The time allowed for execution of the work as specified in the Contract shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money & Performance Guarantee / Security Deposit absolutely.
- 2.1.7. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.1.8. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- ii) Force measures
 - iii) Abnormally bad weather
 - iv) Serious loss or damage by fire
 - v) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work.

- vi) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vii) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.1.9. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.1.10. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.2. Compensation for Delay.

- 2.2.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

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

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

2.3. Management Meetings.

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

Clause-2 (b) of Percentage Rate P1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dated, 27.05.2005 of Works Department, Odisha):-

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

69. **As per amendment letter No.12366 dt.8.11.2013 of E.I C-cum-Secretary to Govt. Works Deptt.** Para 3.5.5(v) note III of OPWD code Vol-1: - for availing incentive clause in any project which is completed before the stipulated date of completion subject to other stipulations it is mandatory on the part of the concerned executive engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days as such completion by the concerned S.E, C.E & the administrative department. The incentive for timely completion should be on a graduated scale of 1% to % of the contract value assessment of incentives may be worked out for early completion of work in all respect in the following scale.

Before 30% of the contract period =10% of contract value
 Before 20 to 30% of the contract period =7.5% of contract value
 Before 10 to 20 % of the contract period =5% of contract value
 Before 5 to 10% of the contract period =2.5% of contract value
 Before 5% of the contract period =1% of contract value

RESERVATIONS OF THE TENDER INVITING AUTHORITY

70. If any bonafide mistake or omission in the wording & description of any clause in DTCN is left unnoticedly& inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. the **Superintending Engineer,Charbatia (R&B) Division, Choudwar** reserves every right to correct that and all purchasers will abide by that correction as per **Clauses-6 to 8.**

71. Similarly, if any bonafied arithmetical error or mistake / omission in wording of any item or Unit of item etc. is left in the Bill of Quantity (Price Bid) unnoticedly & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. the **Superintending Engineer, Charbatia (R&B) Division, Choudwar** reserves every right to correct that and all purchasers will abide by that correction as per **Clauses-6 to 8.**
72. (i) In case of doubt / confusion / ambiguity on any score regarding qualification or disqualification of any tenderer for the bid and which is not specifically covered in the above clauses of the DTCN, then the decision of the authority inviting the tender i.e. the **Superintending Engineer, Charbatia (R&B) Division, Choudwar** will be final & binding to all concerned for all purposes.
- (ii) Similarly, after the drawl of the agreement with the contractor, in case of any controversy during execution of the work, then the decision by the Engineer-in-charge of the work i.e. the Executive Engineer concerned within his limitations / power, will be final & abiding to the contractor, if not categorically specified in the clauses of DTCN or Agreement.
73. In case of ambiguity between clauses of this **DTCN** and the **P1** contract form, the relevant clauses of the P1 contract form shall prevail over the DTCN. The clauses not covered under P1 contract form shall be governed by the clauses of the DTCN.
74. That, for the purpose of determining the jurisdiction in the event of any dispute in the contract, it 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 with regard to the matter by this contract at any place outside the State of Odisha.

Total: - 74(seventy-four) clauses only.

TECHNICAL SPECIFICATIONS OF INTERNAL ELECTRIFICATION WORKS

The details of internal wiring, the position of fittings, fans, switches and plug sockets etc. are indicated in the layout drawings. The position of light fittings, fans, switch boards etc. indicated in these drawings are only for the guidance of the supplier and the actual positions of these shall be mutually decided between the supplier and the purchaser. The supplier shall submit the purchaser for his consideration and approval all runs of wiring and the exact position of all the points and the switch boxes first marked on the point of buildings.

All internal wiring shall be done in conformity to the latest Indian standard specification/Rules, code of practice adopted by CPWD and other standard practices prevalent in that part of the country. For the purpose of the specification the terminology used shall be as defined in IS-732 and IS:-1358 for the definition of points wiring. The installation shall be carried out in conformity to all requirements of IE-Act 1910 and IE-Rules 1956.

Point wiring shall include all work necessary in the complete wiring or a tumbler/PIANO switch circuit of any length from the stepping point on the distribution circuit to the following via a switch.

- a) Ceiling rose in the (in case of ceiling and exhaust fan)/
- b) Ceiling rose or connector (in case of pendants except stiff pendant points).
- c) Bank plate (in case of stiff pendant).
- d) Socket outlet (in case of socket outlet points).
- e) Lamps holder (in case of wall Bracket, batten holder bulk head fitting and similar other fittings).
- f) Call bell/buzzer (in case words via the switch shall be read 'via' the ceiling rose/socket outlet for bell push, where no ceiling rose/socket outlet it's provided.

The following shall be deemed to be included in the point wiring.

- a) Switch and ceiling rose are required.
- b) In case of wall brackets, bulk head fittings, cables as required upto the lamp holders.
- c) Bushed conduit for porcelain tubing where cables pass through walls.
- d) All wood or metal blocks, boards and boxes, R.J. boxes sunk or surface type including those required for fan regulator but excluding those under the distribution board and main control switch.
- e) Earth wire from 3pin socket point to the common earth including connection to the earth drolley.
- f) Earth wire of 16SWG/14SWG I.G wire for loop earthing of the fixture.
- g) All fixing accessories such as clips, nails, screw, plug, raw plug, wooden plug, round blocks etc. as required.
- h) Joint for junction boxes and connecting the same as required.
- i) Connections to ceiling rose or connection socket outlet, lamp holders, switch, fan regulators etc.

The point wiring in case of fan and light points shall mean the distance between the control switch and ceiling rose, connector or back plate, socket outlet or lamp holder depending upon the fittings measured along the runs of wiring irrespective of the number of wires in run. In the case of socket outlet points, the length shall mean the distance between the socket outlet and the tapping point of live wire on the nearest switch board or junction box, as the case may be.

In the case of exclusive socket outlet circuits wired on "Joint Box" system of wiring, any junction provided for extending the wiring beyond the point referred to, shall be treated as the nearest tapping point, in case of call bell/buzzer points the length shall mean the distance between the call bell and the ceiling rose /socket outlet or the bell push (when the ceiling rose/socket outlet is not used).

Sub main shall include the earth wire of adequate size main distribution board upto sub-distribution board B.B such wiring has been classified on the basis of length. For the internal lighting either surface conduct wiring system or recessed conduit or batten wiring system shall be provided as specific in the bill of quantities and working drawings

Conduit wiring.

For recessed conduit wiring system the conduits shall be placed in the ceiling/columns etc. before the casting of the slab or column. The conduit pipes shall be properly positioned and fixed so that it will not be

displaced at the time of concreting. The junction boxes provided shall be so arranged that its cover will be flushed with the finished surface of the ceiling or column.

For placing the conduits in the walls, chases of ample dimension shall be made neatly to fix the conduit in a desired manner. The conduit pipe shall be fixed by means of staple or saddles not more than 600mm apart. Fixing of standard bends or elbows shall be avoided and all curves maintained by bending the conduit itself with a long radius will permit easy drawing of the conductors. Suitable inspection boxes shall be provided to permit periodical inspection and removal or replacement of wires if necessary. There shall be mounted flush with the wall with holes in the cover of the box.

The switch or regulator box shall be made of metal on all sides except on the front where bakelite sheet or Perspex cover painted to match the colours of the wall shall be used in case of surface wiring system. For recessed wiring system, these boxes shall be made flush with the conduit of each conduit or section shall be completed before conductors are drawn in. The entire system of conduit after installation shall be tested for mechanical strength and electrical continuity throughout the earthing for the entire installation shall be carried out in accordance with I.E Rules and standards.

The number of wires drawn in the conduits shall not exceed the numbers those specified in Indian standard specification No.732.

Main and Sub-Distribution Boards.

The position of main boards for lighting and sub-distribution board for different buildings are approximate and the exact location shall be given to the successful tenderer at the time of installation.

The scope of this specification includes installation of the panel boards and distribution boards and making necessary connections. The installation of the boards shall be done strictly in accordance with the details supplied with the specifications, the instructions supplied by the switchgear manufacturer, Indian standard specification and H.E rules.

The supplier shall submit the details of installation to the purchaser for his consideration and approval, prior to installation.

When the switch boards are wall/column mounted top, they shall be mounted on a suitable angle iron frame work. All the metal supports etc. shall be protected against corrosion. The mounting height for such switch boards shall be such that it can be conveniently operated.

Earthing.

Earthing shall generally be carried out in accordance with the requirement of Indian Electricity Rules and the relevant rules and regulations of electrical supply authority. The complete earthing work for the installation covered by this specification shall also be provided taking into account Indian Standard specification No.IS:732 and IS-3043. The earthing system adopted shall also have adequate mechanical strength.

The work shall include earthing of non current carrying metallic parts of all the equipment, light fittings, conduit pipes, cable and cable supports and earth strips (the design to be approved by the purchaser) and all the inter connections between the earthing system to a value mutually agreed upon between the purchasers and the supplier.

Installation, testing and Commissioning.

The supplier shall be responsible for the installation testing the commissioning of all the equipment and materials supplied by him against this specification. This shall also include the provision of miscellaneous wiring and supports and earthing in compliance with Indian Electricity rules and to the full satisfaction of the Government Electrical Inspector. All small items such as clamps, bolts, nuts, racks, supports, miscellaneous wiring etc. required to make the installation complete shall constitute the part of major items specified in the bill of quantities and the tenderer should quote for each item taking these into consideration.

The responsibility of the supplier shall include receiving all the equipment and materials at site, storage for required period, handling the same at the site of erection, final execution, erection, revisions of equipment, if any, testing and commissioning and handing over the installation complete in all respect to the entire satisfaction of the purchaser's authorised representative. The supplier shall make good of all the damaged equipment and, materials during this period at his own expense.

The supplier shall submit samples of each and every equipment and materials for the final approval of the purchaser's representatives immediately after the acceptance of offer. All the equipment and materials shall be supplied exactly as per to the approved samples. If at any stage the purchaser brings to the notice of the supplier any discrepancy or defected the supplier shall replace the same at his own expenses.

The supplier shall render all reasonable assistance to the purchaser in getting the installation approved by the Government Electrical Inspector prior to the energisation and supply necessary drawing, test certificate and both for tests carried out at the factory and site as well as the tests which the inspector may demand. In case any addition of alternations are required to be made in the installation or in the equipment as per the directive of the Government Electrical Inspector/Local Authorities, the same will have to be carried out by the supplier at his own expense.

The position of light fittings, main board, switches, sockets and routes of pipes and cables shown in the drawings are only indicative. The actual position of these shall be decided at site at the time of execution jointly by the supplier and the purchaser's authorized representative. The positions of light fittings, pipes and boards if required, to be changed /shifted due to the change in the building design etc. by the purchaser's authorized representative, the same shall be carried out at no extra cost.

Standard:

All the equipment and materials selected shall be also be supplied and installed taking into consideration the Factories Act, Fire Regulations and local Laws/bye-Laws. All lighting, fittings and equipment selected shall be of well tried out design. All the materials used in the assembly of fittings and their accessories shall be of high quality and manufactured in accordance with the best modern practice.

All the materials supplied to the contractor according to the Contract condition will be subject to inspection and approval of the officer or his representative from time to time. The contractor will provide all facilities of such inspection free of cost. At the time of inspection the owner or his representative will have full liberty to reject any such materials which does not conform to the specifications /requirement. No claim for any rejected material will be entertained by the owner. The contractor will remove all rejected materials from site at his own cost.

No surplus materials procured by the contractor will be accepted by the owner.

The contractor will be responsible to get the Electric installation cleared by the Electrical Inspector of Odisha Government.

Only the inspection fee will be reimbursed by Department on production of challan copy.

Installation and Maintenance Tools.

The supplier alongwith the tender shall furnish a complete list of tools, appliances and accessories required for the installation of switch grass, light fittings, pipes cables and wires.

Drawings:

All drawings, test certificates, instruction manuals etc. shall be in English Language and all dimensions and weights shall be in metric units.

The tenderer shall submit with the tender general arrangement drawings for the installation work, typical methods of cabling and cable supports pipe work and pipe supports , typical methods of earthing and fixing of light fittings earthing etc. as offered by him in the tender.

The contractor shall submit for the purchaser's approval all layout , the general arrangement drawings as well as the typical details of all types of installation work in three sets before commencing the manufacture and the site installation work well in advance so that the site work shall not suffer.

After obtaining approval of the above drawings the contractor shall supply three sets of the following drawings.

- a) The arrangement and support of conduit pipe.
- b) The position of light fittings , switches/plug socket and switch boards.
- c) Earthing installation.
- d) Layout plan showing the entire cable network.

On completion of work, the successful tenderer shall supply one set of tracing in transparent linen and five sets of prints of all drawings incorporating all the changes/modifications affected during the execution of the contract. All wiring diagrams shall indicate clearly, the switch board, the runs of main and sub main wiring and the position of all the points with their controls. All the circuits shall be clearly indicated and numbered in accordance with IS:-375.

The technical literatures and operating instructions and the maintenance manuals shall also be supplied in triplicate to the purchaser after the completion of the installation work.

Test.

Manufactures standard tests in accordance with Indian standard and other standards, adopted shall be carried out on all the equipment and accessories covered by this specification so as to ensure efficient and satisfactory performance of all the components and also the equipment as a whole under working conditions at site. The tenderer shall submit a complete list of all such tests. If the purchaser, if so desired for special tests, to be carried out, under certain conditions the same shall be made by the successful tenderer at his own expenses.

All equipments shall be tested at site before the commissioning in accordance with the adopted standard and Indian Electricity Rules. Voltage test shall be carried out on each circuit on completion of wiring and cabling.

Technical Data:

The tenders shall submit with their tender all such technical data which are required for complete evaluation of the equipment offered. The suppliers shall give complete technical information of the equipment as detailed in Annexure and relevant Indian Standards. The tenderer should supply such details of all equipment and materials offered specially with regard to the following.

- (a) Fuse switch boards and distribution boards.
- (b) Light fittings.
- (c) Conduits and the accessories for them.
- (d) Switches/plug sockets.
- (e) Cables and wires.

The tenderer shall give alongwith his tender the following details.

- (a) Complete details of earthing electrodes earthing station and earthing conductors.
- (b) Details of conduit supports.
- (c) Details of all the equipment and accessories to be supplied.

Exceptions to specifications.

The object of this specification is to have all tenderers quote for equivalent materials and workmanship. It is however, understood that certain manufacturers may not be able to offer as specified in every case, where the tenderer may find it necessary to deviate from the exact letter and not the intent of the specification, he must specifically state what these deviations may be at the time he submits the tender . All deviations must be grouped in one statement.

No deviations other than those included in the tender will be permitted. These deviations should be listed as per Annexure.

PVC Insulated cables and wires.

For 415 V Distribution system cables of voltage grade not less than 1000 V shall be used. These cables shall be heavy duty class, PVC insulated and PVC sheathed with aluminium conductors. The wires used in the lighting installation shall be PVC insulated in sheathed in case of conduits wiring and 660V V grade. Wires of different colours shall be made use of for quick identification of phase wire/neutral wire etc. All cable of wires shall comply with the requirements regarding the manufacture and testing etc. as specified in India standard Specification IS-1554 and IS-694.

The length of cables indicated in the bill of quantities and drawings are only indicative and the successful tender will be paid for the exact length of cables laid at site. No join shall be allowed in a run of cables which can be covered by a possible drum length of cables.

Fuse switch/switch fuse shall be metal clad dust and vermin proof suitable for use under climatic conditions prevailing at site. Switch fuse/fuse switch units shall comply in general to IS-1567/4064 with regard to design and constructional features.

The "ON" and "OFF" positions of the switch handle shall be distinctly indicated and interlocks shall be provided to ensure that the switch cover can not be opened unless the switch is in the "OFF" position. Means shall, however, be provided

for releasing the interlock to permit closing of switch with cover open for testing purposes. Designs with normal conventional positions of switch handles, i.e. with switch handle up in the 'ON' position and down in the 'OFF' position shall be preferred. All live parts inside the switch shall be properly surrounded and inter phase barrier shall be provided.

Switch fuse/fuse switch units, distribution boards shall be provided with necessary metal frame work so that they can be mounted on wall/columns structure etc.as desired. The panel boards shall be wall mounted type or floor mounted type as specified in the bill of quantities or drawings. Necessary supporting metal frame of approved design shall be provided for all pannel boards.

The arrangement of work boards shall be such hat the operational handle of ;the top mounted switches are within the convenient of operators (about 1.2M from the finished floor level) and proper space shall be provide for the termination of the cable in the switches provide below the bus –bars.

The bus bars within the us bar chamber shall be liberally spaced for taking the riser connection. The bus bars with aluminium conductors shall be provide and PVC sleeves of different colour shall be mounted on them for easy identification. Clamped joints for taking the riser connections, instead of bolted type shall be preferred.

Two bolted type earthing terminals shall be provided on the switch boards. All individual switches shall be connected with suitable size earth wire to the main earthing terminals of the switch board.

Hanger board and shock treatment/charts shall be supplied wherever required.

At the incoming side of each pen phase 3-neon type indicating lamps should be provide at the main board.

Switches and plug –sockets.-

Switches provided for control of light points shall conform to IS:-1087 and shall be rated for 5A/15A 250V.

The plug sockets provided in all the places shall be three pin types. The box sockets shall be flush mounted type.

Ceiling fans and Exhaust fans:-

Ceiling fans shall conform to Indian Standard specifications IS:-374-1960 . The fans shall be supplied with all standard accessories like regulator and capacitors etc.

The performance rating of the propeller fans shall in accordance with stipulations of IS 2312. All fans shall be robust in design and construction and shall be supplied complete with wall bracket/clamps etc.

Fluorescent fittings.

All fluorescent fittings supplied shall conform in general to IS-1913 and shall be complete with all standard accessories like choke, starter and capacitors etc.

The type of enclosure provided for the fittings shall be of hat specified in the bill of quantities and the working drawings. The materials of construction for fittings used for outdoor installations and for use in the work anodes shall be such that they shall withstand the atmospheric condition in that area.

Lamp holders used shall be fully shock proof, spring loaded rotary type to ensure positive lamp locking. It should also be not possible to touch live parts of the lamp holder both after the lamp ahs been taken out and during the insertion or removal of the lamp. The starters shall e designed to give designed starting characteristics that shall promote full lamp life. Starter shall have high mechanical strength and tropic proof construction. It should be incorporated with radio suppression capacitor of adequate rating and capacity. Power factor improvement capacitors are provide with hermetically sealed housing to ensure long and trouble free service . Terminal soldering tango shall be providing for easy electrical connections. The capacitors in general shall conform to IS:-1569 and P.F improvement upto 0.95 for twin fluorescent light fittings and 0.9 for single fluorescent light fittings is to be maintained.The ballast provided in the fluorescent fittings shall generally be in accordance to IS:-1534

The ballast should incorporate the following design features.

- i) Low working temperature.
- ii) Correct pre-heating current for the electrodes.
- iii) Proper wave form.
- iv) Small in dimension.
- v) Correct power supply to the lamp.
- vi) Easy connection leads.

All the metal construction of the fittings shall be such that they shall.-

- (1) Withstand the atmospheric condition prevailing in the area.
- (2) Provide maximum mechanical protection to the tubes and fitting accessories. Assists in maximum and uniform light distribution.

All fittings shall be provided complete with fluorescent lamps. All lamps shall conform to IS 2418.

Incandescent fittings.

The incandescent fittings shall be supplied strictly as per the details given in the enclosed annexure and bill of quantities, deviation if any regarding designs; construction of materials should be specified clearly.

All the metal parts used in construction of the fittings shall have no effect due to dust/fumes/gases likely to exist in the atmosphere. All the bolts, clamps, nuts and guard wire etc. shall be galvanised.

The wall fittings shall be provide with necessary hooks/clamps/supports etc. for fixing the light fittings on wall/ceiling etc. as detailed in the bill of quantities and the working drawings.

Light fittings shall be suitable for connection with 19mm dia. Conduit pipe as required. If fittings are to be connected through PVC cables, glands of adequate size and capacity shall be provided.

The lamp holders provide in the fittings shall conform to IS:-1528.

CODES

Codes shall mean the following including the latest ascendants and/ or replacement, if any.

- a) Indian Boiler Act 1923 and Rules and Regulations made their under.
- b) Indian Electricity Act, 1923 and Rules and Regulations made there under.
- c) Indian Factories Act, 1948, and Rules and Regulations made there under.
- d) The minimum wages Act.
- e) The Women's compensation Act.
- f) The payment of wages act.

- g) The Fatal accident Act.
- h) The Industrial Employment Act.
- i) The Employment Provident Fund Act.
- j) Indian Explosive Act, 1984 the Rules and Regulations made there under.
- k) Indian Petroleum Act .1934 and Rules and Regulations made there under
- l) A.S.M.E Test Codes.
- m) A.I.R.E. Test Codes.
- n) American Society of Materials Testing Codes.
- o) Standards of the Indian Standards Institution.
- 1. Low Tension Circuit Breakers :-IS-2516-1955 part-1 Section-1
- 2. Switchgear bus bar :-IS-375-1963
- 3. H.R.C fuse links :-IS-2208-1962
- 4. Distribution fuses Boards :-IS-2675-1966
- 5. Enclosure for low voltage switchgear :-IS-2147-1962
- 6. P.V.C cables :-IS-1554-1975
- 7. Tabular fluorescent lamps for Cameral lighting service :-IS-2418-1963
- 8. Tungsten Filament lamps for cameral service :-IS-415-1963
- 9. Ceiling fans :-IS-374-1966
- 10. Flood lights. :-IS-1947-1961
- 11. Wall Glass flame proof electric light fittings :-IS2206-1962 (part-1)
- 12. Water Tight Electric light fittings :-IS-3553-1956
- 13. Steel boxes for Enclosure of Electrical Accessories :-IS-5133-1969
- 14. Fittings for Rigid steel conduit :-IS-2667-1979
- 15. Rigid steel circuits for Electrical wiring :-IS-1653-1972
- 16. Accessories for Rigid Steel conduits for Electrical wiring :-IS-3837-1966
- 17. Switch Socket outlets. :-IS-1293-1967
- 18. Three pin plug and socket outlets. :-IS-1293-1967
- 19. Switches for domestic & similar purpose :-IS-3854-1966
- 20. PVC wiring :-IS-694-1977
- 21. Call bell and Buzzers :-IS-2268-1966
- 22. Straight through joint boxes and leads sleeves for paper Insulated cables :-E.I.D-0032-1964.
- 23. Earthing :-IS-3043-1966
- 24. Electrical wiring installation :-IS-732-1963
- 25. Switchgear :-IS-3072-1965(part-1)
- 26. Lighting protection :-IS-2309-1969
- 27. Public Address system :-IS-1882-1962
- 28. Low Tension switch use units :-IS-4064-1978
- 29. Code of practice for Automatic Fire Alarm system :-IS-2189-1970
- 30. Specification for heat sensitive fire detectors :-IS-2175-1977
- 31. Guide for safety procedure in Electric work :-IS-5216-1969
- 32. Rubber mats for Electrical works :-IS-5424-1969.
- (P) Other internationally approved standards and / or Rules & Regulations touching the subject mater of the contract.

WORKING EXPERIENCE

D-1. LIST OF PROJECTS EXECUTED]

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

Signature of the Tenderer

SCHEDULE - D2**WORKING EXPERIENCE****D-2. LIST OF PROJECTS IN PROGRESS**

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

Signature of the Tenderer

Contractor

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Superintending Engineer

Certificate of no relationship

I / we hereby certify that I / we am/are related / not related to any officer of P.W.D. of the rank of Asst. Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa. I/We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of E.M.D. & 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.

Signature of the Tenderer

(ii) **UNDERTAKING-** As and when need arises, I bound to produce the Bills and Vouchers in support of procurement of materials utilized in execution of work contract before the Engineer-In- Charge of the works as per Works Department letter No-3606 dt 25.03.2022

Signature of Tenderer

SCHEDULE - E

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

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

Note:

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

Signature of the Tenderer

SCHEDULE – F

AFFIDAVIT

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

Signature of the Tenderer

Title of Officer

Name of Firm

Date:

SCHEDULE – G**Amendment to condition of contract (Past performance)**

The Contractor shall have to furnish report in the following proforma duly certified by the Executive Engineer under which he has executed works in order to judge their past performance.

PERFORMANCE RECORD OF CONTRACTORS

1. Name of the Contractor
2. Registration No and Date
3. Class of Contractor
4. Licensing Authority
5. Licence valid up to :
6. Details of works executed.

Sl No	Jobs under Execution	Agreement amount	Date of commencement	Stipulated date of completion	Whether work is progressing as per programme	Reasons for delay, if any
1	2	3	4	5	6	7

7. Whether the contractor has requisite machineries and personnel deployed (details of machinery and personnel deployed)
8. Whether the quality of on construction is satisfactory
9. Whether he has capability to make good the loss time:
10. Whether the contractor has abandoned any work in the past three years, if yes, the details thereof
11. Whether the contractor has entered in to any litigation in the past if yes, the details thereof.

Name of the Certifying Officer with Official seal

Signature of Contractor

Approved for 44(Forty-four) pages only.

**Superintending Engineer,
Charbatia (R&B) Division, Choudwar**