

Tender/ Bid Reference No.: WS & EC-I/EST/E-09/2026-27



COVER – I

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE WORK

Name of the Work: Design, Drawing, Construction, Commissioning & Testing of RCC 250KL UGR for Dormitory building at Sea Food Park, Deras.

(% based Tender)

Estimated Cost Put To Tender: Rs 22.96 lakhs (Approx.)

**For “B” & “C” class Contractors of PWD
& Equivalent class of other departments**

Divisional Head
WS & EC, Division-I
IDCO, BHUBANESWAR

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File No: **WS & EC-I/ D2-245/ 2026-27/**

2279

Date: **31.08.2026**

INVITATIONS FOR BIDS (IFB)

Bid / Tender Reference No: **WS & EC-I /EST/ E- 09/2026-27**

The Divisional Head, WS & EC Division-I, IDCO, IDCO Towers, Janpath, Bhubaneswar-751022, invites **Percentage rate bids** in **Single cover** system in online mode only, for the following work.

SL No	Name of Work	Value of work (Approx.)	Divisional Head With Headquarters	EMD	Cost of document (In ₹.)	Period of Completion	Class of Bidder
1	2	3	4	5	6	7	8
1.	Design, Drawing, Construction, Commissioning & Testing of RCC 250KL UGR for Dormitory building at Sea Food Park, Deras.	₹ 22.96 lakhs	Divisional Head, IDCO WS & EC-I	@1% of the estimated cost put to tender.	6,000/- + (18% GST of 6,000/-) to be paid Online (Non-refundable)	02 (Two) Calendar Months	"B" & "C" Class Contractors of PWD & Equivalent Class of other Departments

- Bid documents such as DTCN / BoQ and other necessary documents etc. can be seen / downloaded from www.tendersodisha.gov.in during the period from **15:00 Hours of dt. 08.09.2026 to 15:00 Hours of dt. 21.09.2026**.
 - Online bids shall be received till **15:00 Hours of dt. 21.09.2026**.
 - Bidders are required to furnish Tender Fee & EMD/Bid security at column (5) & (6) in on-line mode only within the bid submission period. Scanned copy of Transaction receipt of Tender Fee/EMD shall have to be uploaded along with the Technical Bid failing which bid shall be summarily rejected. The bidders with pending or failure payment status shall not be able to submit their bid.
 - The technical bids will be opened at **15:00 Hours of dt. 22.09.2026** in the office of the Divisional Head, WS & EC Division-I, IDCO, IDCO Towers, Janpath, Bhubaneswar. 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.
 - Other details can be seen in the bidding documents.
 - The authority will not be held responsible for any technical snag or network failure during online bidding.
 - The bidder must possess compatible Digital Signature Certificate (DSC) of Class – II or Class – III.
 - The authority reserves the right to reject any or all bids without assigning any reason thereof.
- The addendum/Corrigendum if any will be hosted in the e-procurement website & www.idco.in website

Sd/-

Divisional Head, WS & EC Division-I

Odisha Industrial Infrastructure Development Corporation

(A Government of Odisha Undertaking)

WATER SUPPLY & EC DIVISION-I

ANNEX BUILDING, 1st FLOOR

Email-dhwsec@idco.in

IDCO, IDCO Towers, Janpath, Bhubaneswar – 751022, Odisha, INDIA

CHAPTER-2
CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Reference to DTCN Clause No	Whether furnished		Reference to Page no
			Yes	No	
01.	Cost of tender papers Rs.7,080/- including GST (To be paid online)	No.4 & 5(i)			
02.	Copy of valid Registration Certificate	No.5 (i) & 21			
03.	Copy of GST Registration Certificate, Copy of monthly GST return/ VAT return statements of one year having highest turnover, during last five years.	No.5 (i) & 21			
04.	Copy of PAN Card	No.5 (i) & 21			
05.	E.P.F registration certificate with latest challan for the month (anyone from amongst the months June- 2026 to August-2026)	No.5 (i) & 21			
06.	Profit and Loss Statement	No.5 (i)			
07.	Turnover with year wise breakup certified by Chartered accountant	No.5 (i)			
08.	No Relationship Certificate in Schedule - A	No.35			
09.	Existing Commitments and On Going Works in Schedule B	No. 112 (h)			
10.	Assessed Available Bid Capacity	No. 112 (h)			
11.	Works Experience: List of projects completed / executed that are similar in nature to the work. Information in Schedule D is mandatory. Bidders should furnish all the information in Schedule - D as prescribed in the DTCN and in no other formats, failing which the bid shall be treated as non-responsive and shall summarily be rejected.	No.112 (g)			
12.	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	No.49			
14.	Affidavit in non-judicial stamp paper (Schedule-F)	No.49			
15.	Qualification of Key personnel engaged. (Schedule G)	No.64			
16.	Undertaking (Schedule – H)	No.2.2 of ITB			
17.	Relationship Declaration (Schedule – I)	No.2.3 of ITB			
18.	e-mail ID of Bidder				
19.	Contact no. of Bidder				

CHAPTER-3

CONTRACT DATA

A. GENERALINFORMATIONS

SI No	Item	Details
1	Name of the Work	Design, Drawing, Construction, Commissioning & Testing of RCC 250KL UGR for Dormitory building at Sea Food Park, Deras.
2.	Employer	Divisional Head, WS & EC Division-I, IDCO
3.	Employer's Representative	Divisional Head, WS & EC Division-I, IDCO
4	Estimated Cost (In.) & bifurcation if any Total	Rs. 22,96,109.00

B. BIDINFORMATION

5	Intended completion period/Time period assigned for Completion	2 (Two) calendar months.
6	Last Date & time of submission of Bid	15.00 Hours of 21.09.2026
7	Cost of Bid Document	
	i Bank draft amount	Rs.7,080.00 (To be paid Online)
	ii In favour of	Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder.
8	Bid Security(EMD)	
	i Amount	@1 % of the estimated cost put to tender.
	ii	Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder.
9	Additional Performance Security	(Clause No.62 of DTCN.) Additional Performance Security (As per Works Department OM No.173 dt.03.01.2026) shall be obtained from the bidder when the bid amount is less than estimated cost put to the tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security as per the following rate. 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 Amount	(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 additional 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.
		(v) The additional performance security shall be treated as part of the performance security.
		(vi) Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
	ii	In favour of
	iii	Type of instrument
		Divisional Head, IDCO, WS & EC Division-I. Fixed Deposit Receipt of Nationalized/Scheduled Bank/ Kisan Vikash Patra/ Post Office Savings Bank Account/ National Savings Certificate/ Postal Office Time Deposit Account.
10	The Financial years of last five years	2021 – 22 to 2025 -26
11	Bid validity period	90 days
12	Currency of Contract	Indian Rupees
13	Language of Contract	English

CHAPTER-4
Government of Odisha

Office Memorandum

File No. O7556900052021- 4559/ W, Dated.05.04.2021

File No. FIN - COD – MISC – 0007 - 2019 - 8475/ F, Dated.05.04.2022

File No. FIN - COD – MISC - 0007- 2019 - 8484/ F, Dated.05.04.2022

Sub: Codal Provisions regarding e-Procurement

After introduction of e-procurement in Govt. of Odisha, necessary guidelines /procedure has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for E-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX
(A) of OPWD Code Vol-11.)

CHAPTER-5

Instruction to Bidders (ITB)

e-Procurement

1. NOTICE INVITING BID AND OBTAINING BIDDOCUMENTS:

1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Divisional Head who will deal with all matters relating to the bids in the invitation of bids.

1.2. For composite tender, estimated cost of each component should be clearly indicated in addition to combined estimated cost put to tender. 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 Divisional Head may at his discretion without prejudice to any other right or remedy available under law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the said Act by him.

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 remedying 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 with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, GST registration certificate etc, at the time of purchase of tender documents but will be required for verification purpose at 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 L1 Bidder is required to attend the officer inviting the bid for verification of original documents within five days of opening the Price bid.

1.8. PARTICIPATING IN THE BID IN THE E-PROCUREMENTPORTAL:

1.8.1The Contractor/ Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his/ her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n- Code, Sify, TCS, MTNL e-Mudra etc.

1.8.2. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

1.8.3. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the website.

1.8.4. All bidders are to furnish tender fee in on-line mode (Instruction to be followed for online payment available in the e-procurement portal during the process of tender by the bidder). There will be no exemption to any bidder.

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

1.9. The bidder intending to participate in the bid on-line shall furnish costs of bid in online mode (Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder)

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.

1.11. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/her subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

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/ IDCO vendors 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. In addition to the above IDCO Vendors of equivalent range are also eligible. The work experience, available technical personnel is to be furnished as per clause 112 of **DTCN** (enclosed).

Contractors not registered with Govt. 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 Govt./IDCO before award of the work as per prevalent 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 IDCO 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 Assistant Engineer/Under Secretary and above in the Government of Odisha in the concerned Department, he shall inform the same in **Schedule-I** of the bid document 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 an undertaking to that effect.

2.4. He will 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 Govt. of Odisha/ IDCO is allowed to work for contractor for a period of two years after his retirement from IDCO service, without prior permission of Govt. of Odisha/ IDCO 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 Govt. of Odisha/ IDCO 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 documents listed under clause 3.2 in prescribed format wherever warranted in support of eligibility criteria and qualification information. The L-1 bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 5 days of opening of price bid. The Bids from Joint ventures are

not acceptable.

3.2 The bid shall include following information and documents.

- (a) Copy of valid contractor's registration certificate, PAN card, GST registration certificate, E.P.F. registration certificate & latest challan 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) Copy of GST Registration Certificate, Copy of monthly GST return/ VAT return statements of one year having highest turnover, during last five years.
- (d) Profit and Loss Statement
- (e) Turnover with year wise breakup certified by Chartered accountant
- (f) No Relationship Certificate in Schedule - A
- (g) Works Experience
- (h) Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tenderer (Schedule-E)
- (i) Affidavit in **non-judicial stamp paper** (Schedule-F)
- (j) Undertaking (Schedule – H)
- (k) Relationship Declaration (Schedule – I)

3.3. DELETED

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; and/or
- 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.; and/or
- 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/their registrations 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 responsive if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

5 COST OF BIDDING:

- 5.1. The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
- 5.2. All the rates and prices in the bid shall cover any other local taxes, ferry, tollage charges and royalties and any other charges but excluding GST. GST as applicable will be borne by IDCO.
- 5.3. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- 5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6 SITE VISIT:

6.1. Bidders are advised to inspect and examine the site and its surroundings and 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, 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 etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.

6.3 The Officer inviting the bid, i.e the 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 GENERALINSTRUCTIONS:

7.1. The description of the work is as mentioned under Invitation for Bid.

7.2. The bids uploaded by the Tender Inviting Officer may 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 as well as in the office of the Divisional Head as mentioned in the contract data will be open for inspection during working hours on all working days by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary on the part of the Bidder to upload the drawings and 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 to all the drawings and documents uploaded by the Officer Inviting the Bids. 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 document by the Officer Inviting the Bids 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 BIDDINGDOCUMENTS:

8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours every day except on Sundays & Public Holidays till last date of sale of tender paper.

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 complete and delivers his bid.

8.4 The bidder can seek clarification on the bids which he received earlier than 07 days prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail- ID of the enquirer.

8.5. PRE-BID MEETING:DELETED

9 AMENDMENT OF BIDDINGDOCUMENTS:

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.tendersodisha.gov.in/www.idco.in/ notice board.

9.3 To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

10 LANGUAGE OF THEBID:

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 THEBID:

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

11.2. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the percentage rate in the BOQ downloaded for the work in designated Cell and upload the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.

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

(i) Cost of Bid(Online)

(ii) Bid Security(Online)

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(Annexure-II).

12 PROPOSAL BY THE BIDDER:

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

12.2. Deleted

12.3. In case of **percentage rate** tender, the bidder will only fill in the designated cell and activate “less” or “excess” to indicate how much his price offer is excess or less (**Up to two decimal Place**) than the estimated amount.

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

12.5 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.

12.6 All duties, taxes, excluding GST and other levies including Building and other Construction Workers Welfare Cess @ 1% payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. GST, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and IDCO/ Government will not entertain any claim whatsoever in respect of the same.

12.7 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.

12.8 Bidders while quoting their offers shall consider the following as regards price adjustment towards **Cement, Steel & Bitumen** and escalation of **all components** of work as per Sub-Clause 31 of Condition of P-1 Contract.

12.9. Deleted.

12.10. Deleted.

12.11. Deleted.

12.12. Deleted

12.13. 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 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 remedying of any defects therein.

12.14. The **contractor shall** conform 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.

FOR **COMPOSITE BIDS:DELETED.**

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 Bids. A Bid valid for a shorter period shall be rejected by the **Divisional Head, WS&EC-I** 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.

14.3. DELETED.

15 BID SECURITY:

15.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under Contract Data in online mode as instructed for online payment available in the e-Procurement portal during the processing of tender.

The successful **lowest bidder** will produce the original of all scanned documents for verification within 5 days of opening of the tender (Price Bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for three years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his/her tender at the negotiated rate equal to L-1bidder.

15.1.1. DELETED

15.1.2. DELETED

15.1.3 DELETED.

15.1.4. DELETED

15.2. DELETED

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

15.4 All the participating bidders are to furnish Cost of bid and EMD through online mode. Bidders for whom exemption in Cost of bid and EMD is applicable as per prevailing norms of OPWD code/ any prevailing circular of Works Department, Odisha shall furnish requisite documents showing the applicability of such exemption.

15.5. DELETED

15.6. The EMD furnished online by the L-1 bidder during tender will be refunded after furnishing of required Performance Security and Additional Performance security if any in the physical form as per requirement and signing of agreement thereof.

15.7. The Bid Security may be forfeited

15.7.1. If the bidder withdraws the bid after opening of the bid but within the period of validity.

15.7.2. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.

15.7.3. DELETED.

15.7.4. In the case of a successful bidder, if the bidder fails within the specified time limit to

15.7.4.1. Sign the Agreement or

15.7.4.2. Furnish the required Performance Security including additional performance security if any.

16 FORMAT AND SIGNING OF BID:

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

16.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents i.e. Declaration form, price bid etc. and store in the system.

16.3 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.

16.3.1. 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.

16.3.2. In the e-procurement process, each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.

16.3.3. The Bidder should ensure clarity of the document up-loaded by him to the portal, especially the scanned documents by taking out sample printing. Non- submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bids if so desires , can ask for legible copies for clarification within a stipulated period of 7 days, provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit such documents with in the stipulated date, his bid shall be evaluated on its own merit.

D. SUBMISSION OF BIDS

17 SECURITY OF BID SUBMISSION:

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

17.2 The Bid shall be received in encrypted format by the system which can only be decrypted/ opened by the authorized openers only on or after the due date and time.

18 DEADLINE FOR SUBMISSION OF THE BIDS:

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

18.2 The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid and the bidders previously subject to the original deadline will then be subject to the new deadline.

19 LATE BIDS:

19.1. 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.

20 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

E. OPENING ANDEVALUATION

21 OPENING OF THE BID:

21.1. 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.

21.1.1. 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.

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

21.2. 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.

21.3 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".

21.4 DELETED

21.4.1. DELETED.

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

21.5.1. DELETED

21.5.2. The bid will be taken up for evaluation with respect to the qualification Information and other information furnished in Part - I pursuant to Clause 3.

21.5.3. DELETED

21.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

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

21.6 The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. If any of the information/ statements/documents/certificates 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.

21.7 Being single cover tender the Technical & financial BID will be opened at same time on the due date of opening.

21.7.1. 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.

21.7.2 The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.

21.7.3. Both the Technical & Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

21.7.4. DELETED

21.7.5. 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.

21.7.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.

21.7.7. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative Statement.

21.7.8. 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.

22 PROCESS TO BE CONFIDENTIAL:

22.1. 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.

23 CLARIFICATION OF BIDS:

23.1 To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.

23.2. 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.

24 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

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

24.1.1 DELETED

24.1.2. Has submitted legible documents for evaluation

24.1.3. Meets the eligibility criteria defined in *Clause 3* and;

24.1.4. Is substantially responsive to the requirements of the bidding documents.

24.2. 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.

24.3A 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

24.3.1. Which affects in any substantial way the scope, quality, or performance of the works?

24.3.2. 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

24.3.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

24.4 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.

24.5. 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.

25 EVALUATION OF BIDS:

25.1. If the officer **inviting** the Bid in his opinion judges that the price quoted by the lowest qualified bidder is high or a special condition imposed by the bidder is to be withdrawn, the bidder shall be invited for negotiation by the officer inviting the Bid or by an officer authorised by him in writing. Negotiations of financial bid with only the lowest bidder shall be carried out, if necessary. Negotiation of bid will be carried out by manual way.

25.2. DELETED.

25.3. DELETED

25.4. DELETED.

25.5. DELETED.

F. AWARD OF CONTRACT

26 AWARD CRITERIA:

26.1. The officer inviting the bid 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.

26.2. 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.

26.3. Competent Authority of Odisha Industrial Infrastructure Development Corporation (IDCO) 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.

26.4. The successful bidder registered under other State Government/ MES/ Railways/ CPWD/ IDCO vendors in equivalent rank has to register under state PWD before signing of the agreement.

27 OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:

27.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/ Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivizing the bidder.

27.2. 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 29.2, his bid security shall stand forfeited.

28 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

28.1. The competent authority of IDCO 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.

28.2. 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.

29 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

29.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

29.2. a) The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) 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.

b) The issue of letter of Acceptance shall be treated as closure of the bid process and commencement of the contract. (i.e. the date of issue of the acceptance letter shall be the schedule date of commencement of the work).

c) However, the procurement officer-publisher shall upload the summary as well as work order and declare the process as complete.

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

(Amendment to Para-3.5.14 Note-I of OPWD Code Vol. -I by inclusion).

29.2.1. Following documents shall form part of the agreement.

29.2.1.1. 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 29.2 hereof.

29.2.1.2. Standard Bid Document P.W.D. Form **P-1**

29.3. 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.

29.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge/ Divisional Head on behalf of IDCO.

29.5. 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.

30 CORRUPT OR FRAUDULENT PRACTICES:

30.1. 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.

30.2. 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.

CHAPTER-6

DETAILED TENDER CALL NOTICE

1. Sealed percentage rate bids are invited in **single cover** system from the Class of eligible contractors registered as vendor of IDCO/the State Government and contractors of equivalent Grade/ Class registered with Central Government/ MES/ Railways having registration for 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 “**Design, Drawing, Construction, Commissioning & Testing of RCC 250KL UGR for Dormitory building at Sea Food Park, Deras**” at an estimated cost of **Rs. 22,96,109.00 (Rupees Twenty-two Lakhs Ninety-six thousand One hundred Nine)** only. Contractors not registered with Govt. 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 Govt. before award of the work as per prevalent registration norms of the state.
 - a) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.
2. The Bid documents are available on official website of Government: <https://www.tendersodisha.gov.in> from **12.30 Hours of 10.09.2026 to 15.00 Hours of 21.09.2026**. The last date and time of submission of Bid is as per contract data.
3. The Technical Bid documents will be opened by the assigned officer in the office of the officers inviting the bid at **15.00 Hours of dt 22.09.2026** in the presence of the bidders or their authorized representatives who wish to attend. After evaluation of the documents contained in Cover, the price bid/s of the technically responsive bidder/s will be opened. The date, time and place of opening the price bid will be intimated to the eligible qualified bidders through system generated E-mails.
4. The cost of Bid will be submitted online only as the Instructions available in the e- Procurement portal during the processing of tender by the bidder.
5. The bid is to be submitted in single cover.

The cover is to contain both TECHNICAL BID (Registration Certificate, PAN, GST registration, EPF Registration, EPF latest challan, affidavit, experience, and all other documents required as per the relevant clauses of this DTCN) and **PRICE BID** duly filled in and signed by the bidder.
6. Furnishing scanned legible copy of Original Registration certificate, GST registration certificate, PAN card, EPF Registration, EPF latest Challan, along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection.
7. (i) Deleted.
(ii) Deleted.
(iii) Deleted.
8. **DELETED**
9. (i) The contract will be drawn in PWD P-1 contract Form
The contract will be drawn & signed by **Divisional Head, IDCO, WS & EC Division-I**.
(ii) **DELETED**
10. If an individual makes the application, the individual should sign (with DSC) above his full type written name and current address.

11. 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.
12. 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.
13. 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.
14. 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.
15. The work is to be completed in all respects within **2 (Two)** calendar months from the date of issue of work order. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.
(Amendment to Para-3.5.18 Note-VIII of OPWD Code Vol.-I).
16. All tenders received will remain valid for a period of **90 days** from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and IDCO.
17. The tenderer 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 tenderer and detailed specifications for Odisha, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.
18. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer 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.
19. 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 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 IDCO 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.

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

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

20. The bid must be accompanied by security (E.M.D.) of the amount @1% (One percent) of the estimated cost put to tender. No adjustment of E.M.D from one work to another will be entertained.
21. The tender should be accompanied with the Scanned copies of the valid Registration certificate, GST registration and PAN card EPF Registration, EPF latest Challan, which are mandatory, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
22. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.
23. IDCO reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
24. Deleted
25. The Concerned Divisional Head will notify the bidder / tenderer whose bid has been accepted of the award 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").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and Additional performance security if any in form of Deposit receipt of Schedule Bank /Kissan Vikash Patra /Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account/Bank Guarantee duly pledged in favour of the "**Divisional Head, IDCO, WS & EC Division-I**" & payable at **Bhubaneswar** and in no other form, sign the agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **Divisional Head, IDCO, WS&EC Division-I** and payable at **Bhubaneswar** or as directed. The security deposit and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement. **(Vide Amendment to Para-3.5.19(a)(b) of the OPWD Code Volume-I by modification vide works department ,Government of Odisha O.M. no-14468dt.20.09.2018.).**

The agreement will incorporate all agreements between the **Divisional Head, IDCO, WS&EC Division-I, Bhubaneswar** and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in Charge. Following documents shall form part of the agreement.

- a) 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**. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) .No contract (tender) shall be finally accepted until the required amount of initial security money and additional performance security, if any are deposited. The security will be refunded after **12 (Twelve) months** of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dt.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 tenderers back out from the offer before acceptance of tender by the competent authority.

- c) The EMD furnished online by the L-1 bidder during tender will be refunded after furnishing of required Performance Security and additional performance security, if any in the physical form as per requirement and signing of agreement thereof.
26. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
27. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26.2.55 and No.II, M-56/61-28842 (5),dt.27.9.61.
28. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a) Rent, royalties, cess and other charges of materials and all other taxes including prevailing GST from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
 - b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
 - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
 - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.
 - e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
 - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
 - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
 - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
 - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
29. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
30. After the work is finished 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 his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
31. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
32. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order No.44150, dt.25.11.57.
33. No part of the contract shall be sublet without written permission of the officer inviting the bid or transfer to be made by the power of attorney authorizing others to receive payment on contractor's behalf.
34. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the

under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.

35. 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 a Deputy Manager & above in IDCO. 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 of make good to damages the loss or damages resulting for such cancellations. The pro-forma for no relationship certificate is contained in a separate sheet vide **Schedule-A**.

36. 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 & other material component in accordance with the following principles and procedures as per formula Vide Works Department Memorandum No-12606 /W dt.24.12.2012 as given below:

36.(a)(i) REIMBURSEMENT / RECOVERY DUE TO VARIATION IN PRICE OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L.).

If during the progress of the work the price of any materials (Excluding the cost of steel, cement, bitumen & P.O.L.) incorporated in the work (not being materials supplied from IDCO store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18 (eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18 (eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18 (eighteen) months there from.

Formula to calculation the increase or decrease in the price of materials:

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement ,steel, bitumen, pipe sand POL.

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

M_o = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and Commerce, NewDelhi).

M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause-31 (d) below.

36.(a)(ii) REIMBURSEMENT/ RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN, PIPES) NOT ISSUED BY DEPARTMENT, AFTER SUBMISSION OF TENDER :

If after submission of the tender, the prices of Steel, Cement, Bitumen and Pipes (not being supplied by the Department) increases / decreases beyond the price(s) prevailing at the time of the last date of submission of tenders

including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the **Divisional Head** with prior approval of tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer incharge.

Recovery in case of decrease in prices of cement, steel, bitumen and pipes shall be made by concerned **Divisional Head** from the Contractor immediately.

The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement / recovery shall be determined as follows:

a) Adjustment towards differential cost of cement

$V_c = (C_i - C_o) / C_o \times \text{Actual quantity of cement utilized in the work during the quarter under consideration} \times \text{base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.}$

V_c = Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered.

C_i = All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi.

C_o = All India wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of Steel

$V_s = (S_i - S_o) \times \text{Actual quantity of steel utilized in the work during the quarter under consideration.}$

V_s = Differential cost of steel i.e. amount of increase or decrease in rupees to be paid or recovered.

S_i = Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

S_o = Base price of Steel prevailing as on the last date of submission of tender including extension, if any.

c) Adjustment towards differential cost of Bitumen

$V_b = (B_i - B_o) \times \text{Actual quantity of bitumen utilized in the work during the quarter under consideration.}$

V_b = Different cost of Bitumen i.e. amount of increase or decrease in rupees to be paid or recovered.

B_i = Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL / BPCL / HPCL.

B_o = Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) Adjustment towards differential cost of Pipes.

$V = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$

V_p = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p = Percentage of pipe component of the work as indicated in the clause-31(d).

R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

P_i = All India Wholesale price index for the period under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

P_o = All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any for the type of pipe under consideration.

36.(b) REIMBURSEMENT/ REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validity extended period when the delay in completion is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourer, fixed by the Government of Odisha under Minimum wages act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$$

V_i = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

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

L_o = The minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_i = The minimum wages for labour as notified by the State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

P_i = Percentage of labour component of the work, as indicated in the clause 31 (d)

36.(c) REIMBURSEMENT / REFUND DUE TO VARIATION IN PRICES OF P.O.L. :

Similarly, if during the progress of work, the prices of Diesel, Petrol, Oil and Lubricants increases or decreases as a result of the price fixed thereof by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L., which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

Formula to calculate the increase or decrease in the price of 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 of work during the quarter under consideration due to changes in rates for P.O.L.

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

R = Value of work done during the quarter under consideration excluding the work executed 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 Economic Adviser, 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 Whole sale price index for Fuel, Oil and Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

36.(d) The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:

Percentage Table

Sl. No.	Category of works			% Component (cost wise)		
				Labour (Pi)	POL (Pf)	Steel + Cement + Bitumen + Other Materials *
1.	R&B works (% of component)	Road works		5	5	90
		Bridge works		25	5	70
		Building works		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 material – 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.**

36.(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, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of IDCO 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 of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and / or price of P.O.L. give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition along with information relating thereto 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 the 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.*

37. For value of work more than Rs.10.00 crore, Secured Advance against material If requested by the Contractor, will be paid against the materials required for execution of the work during the next **3(Three)** months and actually brought at site may be made by the Employer only in respect of such materials which conform to the Specification and are neither dangerous nor hazardous to store nor are perishable or liable to deteriorate or waste with time. The amount of payments shall be least of the following

- a.75% of the current market value (original Purchase Vouchers are to be produced)
- b.75% of the estimated value during tender
- c.75% of the Quoted Value

The Secured Advance so paid shall be recovered in the next three months of releasing the advance through the running account Bills.

38. All items of work as per schedule of quantities of this tender should confirm to Odisha Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT & H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514, I.S.:4656.
39. Centering & Shuttering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds
40. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and IDCO will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly of fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
41. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
42. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by IDCO. IDCO is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
43. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
44. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
45. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and takes care of the safety of workers.
46. Deleted
47. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances.
48. Deleted
49. The tenderer 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 Bid shall be debarred from qualification. The tenderer is to furnish an affidavit **in non-judicial stamp paper** at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in **Schedule-F** and information in **Schedule-E**
50. It should be clearly understood that:
 - a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well 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 authorized representative of **Divisional Head**. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in IDCO Laboratory/Any National Laboratory /Lab of Govt. Engineering College & Polytechnic in Orissa. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 - d) Plain concrete and reinforced concrete specimens will be tested in **IDCO Laboratory/ Any Government Laboratory/ Lab of Govt. Engineering College & Polytechnic in Orissa/ NABL accredited Laboratory as per direction of Engineer-in-charge**. Cost of testing of all specimens and samples will be borne by the Contractor.

51. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
52. 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.2,50,000.00**. The apprentices will be selected by the **Divisional Head, WS&EC-I**. 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 **Divisional Head, WS&EC-I** in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
53. Deleted.
54. 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.
55. For submission of a tender for the work, the 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 materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates, material rates & other duties, lead, lift, loading, unloading & freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
56. 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.
57. **DELETED.**
58. **Prevailing rate of cess i.e. @ 1% on estimated cost put to tender as per the Building and Other Constructed Workers (RE&CS) Act. 1996 and Buildings and Other Construction Workers Welfare Cess Act. 1996 (vide resolution No.-12653, dt.15.12.2008 of Labour and Employment Department, Govt. of Odisha) will be deducted from each running bill of the contractor.**
59. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
60. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
61. 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.

62 Performance Security/ Additional Performance Security :

62.1 Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion. Modification in DTCN Clause No.28 as per Works Department, Govt. of Odisha Office Memorandum No.173 dtd.03.01.2026 and Clarification vide Office Memorandum No.632 dtd.09.01.2026

The tender accepting authority will finalize the tender through a transparent lottery system when found 1st lowest bidder is more than one in presence of all bidders / their authorized representatives, the concerned officer inviting the bid & senior officer representative of Finance Dept, IDCO will remain present. (Amendment to Appendix-IX, Clause-36 of OPWD Code Vol.-II) (by inclusion vide O.M.No.173 dt.03.01.2026).

62.2. 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 less bid price/rates than the estimated cost put to tender shall have to furnish the Additional performance security (APS) as per works dept.memorandum no-173 Dt-03.01.2026 (mentioned below) in shape of **Term Deposit Receipt pledged in favor of Divisional Head, WS&EC-I, IDCO Bhubaneswar, payable at Bhubaneswar / Bank Guarantee in favor of the Divisional Head, WS&EC-I, IDCO Bhubaneswar, payable at Bhubaneswar from any Nationalized / Scheduled Bank in India** Counter guaranteed by its local branch at Bhubaneswar/e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal within **seven days** of Issue of Letter of Acceptance (LOA) by the Divisional Head (by e-mail) to the successful bidder otherwise the bid of the

successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder.

• If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

Additional Performance Security (As per Works Department OM No.173 dt.03.01.2026)

The APS shall be obtained from the bidder when the bid amount is less than estimated cost put to the tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the Additional Performance Security as per the following rate. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under.

1. 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.

2. 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;

3. 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.

4. 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.

5. The additional performance security shall be treated as part of the performance security.

6. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

62.3 Divisional Head to release the APS after completion of work without waiting for approval of EOT and Deviation.

63. 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 Engineer-in-Charge.

64. Special Class, Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The **Divisional Head**, Odisha may however assist the contractor with names of such unemployed

Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M- 22/91-15384 dated 9.7.91). The required certificate is to be furnished in the tender documents vide **Schedule-G**.

65. Engineering personnel of the executing agency should be present at worksite at the time of visit of High level Inspecting officers in the rank of **Chief General Manager (P&C)** and above.
66. All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.
67. Bailing out of water from the foundation, pipeline trenches S. Tanks/ Soak pits/ Sumps/ M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
68. The tenderer 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.
69. The Contractor will have to submit to the concerned **Divisional Head** monthly return of labour both skilled and unskilled employed by him on the work.
70. **Deleted.**
71. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
72. The Tenderer should furnish along with their tender 1. List of work executed (**Schedule-D**) in the prescribed pro-forma(s) enclosed herewith in appropriate place of bid document.
73. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.
74. **DELETED**
75. The contractor has to arrange the samples of materials required for execution to be got tested and approved by IDCO before taking up the work and during course of execution required from time to time. All such samples will be tested at **IDCO Laboratory/ Any Government Laboratory/ Lab of Govt. Engineering College & Polytechnic in Odisha / NABL accredited Laboratory**, at the cost of the Contractor with no extra cost to IDCO.
76. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
77. The Fly-ash Bricks should be of good qualities. The bricks should be approved by the Engineer-in-Charge before use in the work and should conform to the minimum strength and other criteria as per National Building Code.
78. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
79. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
80. **Deleted**
81. 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.
82. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
 - (I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of

the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.

- (II) The tests have to be planned & carried out such that the progress of work is not hampered
 - (III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
- 83. In case of ambiguity between clauses of this D.T.C.N. and the P-1 contract form, the relevant Clauses of the P-1 contract form shall prevail over the D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.
 - 84. It must be definitely understood that IDCO does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
 - 85. Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that IDCO 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.
 - 86. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Engineer-in-Charge 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 Engineer-in-Charge is final and binding on the contractor.
 - 87. The contractor 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 contractor due to delay in procurement of materials.
 - 88. The bidder will be responsible for the loss or damage of any materials related to IDCO 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.
 - 89. If the contractor removes Government/ IDCO 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 contractor or from his security deposit or from the proceeds of sale thereof.
 - 90. The selected contractor may take delivery of Departmental/ IDCO Supply according to his need for the work issued by the Engineering- in-charge subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by IDCO. IDCO is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of agreement.
 - 91. IDCO will have the right to supply at any time in the interest of work any IDCO 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 IDCO or current market rate whichever is higher.
 - 92. All the materials which are to be supplied from IDCO 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 the issue from the IDCO STORE, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
 - 93. Though IDCO 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 approved Laboratory and approved by the Engineering-in-Charge before use. No extension of time or escalation of price on such account shall be entertained in future.
 - 94. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).

95. Deleted
96. 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 Divisional Head 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.
97. Trial Boring - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. IDCO 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.
98. 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 IDCO may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for **12 (Twelve)** months from the date of successful completion of the work.
99. 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 Odisha/ IDCO 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.
100. Gradation of ingredients: The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant. I.S. Code/ I.R.C. code/ MoRT& H specifications.
101. Where it will be found necessary by IDCO the Engineer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the IDCO. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the IDCO. The order Book shall be the property of the IDCO. And shall not be removed from the site of work without written permission of the **Divisional Head** and to be submitted to the Engineer-in charge every month.
102. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government/ IDCO relating to his registration.
103. 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.
104. The rates quoted by the contractor shall cover the latest approved rates of Labours Materials, P.O.L. and Royalties. Arrangement of borrow areas i.e. Land, Approach Road to the building site etc. are the responsibility of the contractor.
105. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
106. The contractor shall make requisition of claim book from the date of commencement of the work from the IDCO and shall maintain in proper IDCO form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the IDCO 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 IDCO whichever is earlier for record.
107. Number of tests as specified in I.R.C. / MoRT& H/ I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in IDCO Laboratory/ Any National Laboratory/ Lab of Govt. Engineering College & Polytechnic in Orissa as to be decided by the Engineer-in-charge. Testing charges

including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

108. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

- (a) Making a false statement or declaration.
- (b) Past record of poor performance.
- (c) Past record of abandoning the work half way/ recession of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

109. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentives against the tenderer.

110. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

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

111. Deleted

112. ELIGIBILITYCRITERIA:

To be eligible for qualification, applicants shall furnish the followings. Non-furnishing of the following particulars shall be treated as in eligible.

- a. Scanned copy of valid Registration Certificate, Copy of GST Registration Certificate, Copy of monthly GST return/ VAT return statements of one year having highest turnover during last five years, PAN card, EPF Certificate, EPF Latest Challan (any one from amongst months June- 2026 to August-2026) along with the tender documents and the L-I bidder has to furnish the Original Registration certificate, GST registration certificate and PAN card, EPF Certificate, EPF Latest Challan for verification within (5) Five days of opening of the tender before Divisional Head,WS&EC-I ,Bhubaneswar as per Clause No-1,5 (i) and 21 of DTCN.
- d. License criteria as per Clause No.8 of DTCN if applicable need to be furnished.
- e. ~~Evidence of ownerships of machineries/ equipments as per Clause No.7 of DTCNand need to be furnished by the bidder in Schedule-C.~~
- f. Joint Ventures are not accepted.
- g. The bidder should have Satisfactorily Completed :
 - (i) 01 (One) Similar Completed work costing not less than 80% of the total project value i.e.Rs. 18.37 Lakhs in last 7 (Seven) financial years/current financial year.
 - OR,
 - (ii) 02 (Two) similar Completed works each costing not less than 50% of the total project value i.e. Rs.11.48 Lakhs in last 7 financial years/ current financial year.
 - OR,
 - (iii) 03 (Three) Similar Completed works each costing not less than 40% of the total project value i.e. Rs.9.18 Lakhs in last 7 financial years/ current financial year.

Along with Certificates from the concerned Officer not below the rank of Executive Engineer or Divisional Head or Equivalent need to be furnished by the bidder.

Following enhancement factors will be used for the cost of works (similar works) executed to a common base value for works completed in India

Escalation Factor: Following enhancement factors will be used for the cost of works (similar works) executed to a common base value for works completed in India, which shall be adopted for evaluation in qualifying criteria as well as Bid capacity evaluation.

<u>Year before</u>	<u>Multiplying factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

h. BIDCAPACITY-(Vide Works Department Office Memorandum No.6300 dtd.16.6.2011)

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity= $(A \times N \div B)$.

Where **A** = Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10% per year(escalation factor)which will be taken into account the completed as well as works in progress.

B = Value of **current price level** of the existing commitments and ongoing works to be completed during the next years (period of completion of works for which Bids are invited).

N = Number of years prescribed for completion of the work for which the Bids are invited.

Note: The value of N shall be taken as 1(one) when the period of completion of the work is less than a year and actual value of N shall be taken when period of completion of the project is 12(twelve) months and more.

The Statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Divisional Head or Executive Engineer.

Escalation Factor: Following enhancement factors will be used for the cost of works (similar works) executed to a common base value for works completed in India, which shall be adopted for evaluation in qualifying criteria as well as Bid capacity evaluation.

<u>Year before</u>	<u>Multiplying factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

(Applicant should indicate actual figures of costs and amounts for the works executed by them without accounting for the above mentioned factors)

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will be applied. Instead, current market exchange rate (State Bank of

India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

The information on Bid Capacity as on the date of this bid is to be furnished as per the format in

Schedule-B.

Minimum annual turnover updated to current level from civil engineering construction works in any financial year during last 5 financial years shall not be less than 50% of the estimated amount put to tender.

To this effect, bidders are required to furnish certificate from Chartered Accountant with UDIN No. Provisional turnover certificate shall not be considered.

I. Non-submission of required information in schedule-B, D, E and F shall be treated as non-responsive and the bid shall be summarily rejected.

113. Time Control:- (Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

113.1.1 Progress of work and Re-scheduling programme.

- i) The Divisional Head 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.
- ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Divisional Head for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- iii) 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, ½ of the whole of the work before ½ 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.
- iv) If at any time it should appear to the Divisional Head that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Divisional Head, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Divisional Head may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- v) An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- vi) The Divisional Head's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Divisional Head again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

b) Extension of the Completion Date.

- i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the **Divisional Head** 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.

- ii) The Contractor shall submit the Time & Progress Chart for each milestone Quarter wise indicating each month and get it approved by the IDCO. 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 **Divisional Head** and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- iii) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Divisional Head but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Divisional Head to proceed with the works.
 - (1) Force majeure, or
 - (2) Abnormally bad weather, or
 - (3) Serious loss or damage by fire, or
 - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - (5) Delay on the part of other contractors or tradesmen engaged by Divisional Head in executing work not forming part of the Contract.
 - (6) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen (14) days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- v) In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Divisional Head 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 Divisional Head and this shall be binding on the contractor.

c) Compensation for Delay.

Time is the essence of the contract. If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the **Divisional Head, WS&EC-I** on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the **Divisional Head, WS&EC-I** (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be computed 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 **Divisional Head, WS&EC-I**. 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 or failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

d) Bonus for early completion

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned **Divisional Head** to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned **Divisional Head, WS&EC-I** & the

Administrative Department. The incentive for timely, completion should be on a graduated scale of one percent to 05 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30 % of contract period = 5 % of Contract Value Before 20 to 30 %

of contract period = 4 % of Contract Value Before 10 to 20 % of contract

period = 3 % of Contract Value Before 5 to 10 % of contract period = 2 %

of Contract Value Before 5% of contract period = 1 % of Contract Value

(Amendment to Para-3.5.5 (V) of Note-III of OPWD Code Vol.-I by inclusion vide O.M.

No.5288 dt.04.05.2016)

e) Management Meetings

- i) Either the **Divisional Head** or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- ii) The **Divisional Head** 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 **Divisional Head** either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-

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

- 114.** Building and other Construction Workers Welfare Cess@ 1% of the estimated cost as per tender notification read with latest corrigendum if any will be proportionately deducted from the contractor's bill at the time of making payment of each bill.
- 115.** The tenderers are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clauses mentioned here in before tendering.
- 116.** A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

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

- 117.** The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.
- 118.** Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender:-
 - i) The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
 - ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.
 - iii) Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.

- (1) If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.
 - (2) If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.
 - (3) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
 - (4) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (5) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
 - (6) The Contractor will write percentage excess/ less up to two decimal points only.
 - (7) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
- iv) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
 - v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

119. Mobilization Advance

For value of work more than Rs.10.00 crore, Mobilization Advance not exceeding 10% of the tender Value may be given if requested by contractor in writing within one month of order to commence the work. Such advance shall be in two installments. The second installments shall be released by the Engineer-in-charge only after the contractor furnishes proof of the satisfactory utilization of the earlier installment. Before any installment of advance is released the contractor shall execute a Bank Guarantee Bond from schedule bank for an amount equal to 110% of the amount of advance & valid for the contract period. This (Bank Guarantee from schedule Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovered. The mobilization advance will bear simple interest of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive on the outstanding amount of advance. Recovery of such sums advance shall be made by deduction from the contractors bill commencing after first 10% of the gross value of the work is executed & paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed & paid.

APPROVED

Sd/-

**Divisional Head
WS & EC Division-I, IDCO,
Bhubaneswar**

CHAPTER-8

Special Condition for the tender

1. SCOPE OFWORK:

Work under this section shall consist of Design, Construction, Testing and Commissioning of 250KL RCC UGR (on Turnkey basis) including installation, testing & commissioning of submersible pump set of capacity 5HP, 3-phase of 15m head with electrification and necessary piping arrangements for Dormitory buildings at Sea Food Park, Deras in district of Khordha. The work to be executed by D.H.W/S & E.C. Div-I, IDCO, BBSR.

2. Brief Overview of the Water Supply Scheme:

This is regarding Development of Water supply system for water supply to the Dormitory buildings at Sea Food Park, Deras in district of Khordha. Treated water will be loaded on the existing ESR at Sea Food Park, Deras by existing 100mm dia gravity distribution pipe line conveyed to the proposed UGR of 250KL capacity and UGR water will be pumped to the Dormitory buildings.

The selected agency is expected to complete the work in a time bound manner by adopting effective work plan & methodology to base on the schedule enclosed as Micro plan (Appendix-A) & in reference at clause-1.13.1.1.

The bidders are requested to inspect the site prior to bidding to get them acquainted with the existing situation of the work. The D.H. W/S&E.C. div-I, IDCO, BBSR, Er. Sarita Mallik, 1st Floor, Annex Building , IDCO Tower , Janpath, Bhubaneswar- 751022) shall facilitate the inspection.

The bidders work shall be supervised on day to day basis under the Coordination & direction of Divisional head IDCO,W/S&E.C Div-I, Bhubaneswar.

3. Broad Scope of Work

The work includes survey, site investigation including Geo-Technical Investigation, preparation of detail Design , Drawing , Construction , Commissioning & Testing of R.C.C 250KL UGR for Dormitory building at Sea food park Deras (with pumping arrangement including necessary piping) all complete. The work shall be executed by D.H.W/S & E.C. Div-I, IDCO, BBSR. Further component wise details are given below to be executed as per detailed specifications enumerated in the next chapter.

- a) Site clearance and removal of all trees, debris, above and underground structures etc. Stacking of dismantled material and disposal of surplus material. Site dressing and leveling the surrounding ground to the final ground level. Construction of approach road etc for facilitating construction work.
- b) Soil and geotech-investigation for ascertaining the safe bearing capacity of the site and approval by IDCO
- c) Submission of designs and drawings for approval of the UGR with electro mechanical components including data sheets of all piping & equipments for approval by IDCO.
- d) Mobilizing manpower, man and machinery, construction materials, cement, steel, shoring and shuttering , aggregates etc for execution of the work.
- e) Excavation in foundation in all kinds of soil, including shoring and shuttering wherever required. Stacking of excavated material and disposal of surplus material.
- f) Construction of foundation along with walls and columns, roof ,etc as per approved design with curing etc as per technical specifications and conforming to IS codes.
- g) Leveling the ground all around the structures up to finished ground level and removing all debris and left out materials from the site.
- h) Water and power required for construction, testing & commissioning of the entire system shall be provided by the contractor at their own cost.

- i) Backfilling of foundation with selected excavated earth and disposal of the surplus earth as per detailed specification.
- j) Providing and fixing puddle collars at inlet to tank and providing the inlet scope is up to 15 mtr outside the tank wall and outlet for outgoing pipes also same. Diameter shall be intimated by IDCO. The pipes shall be MS as per IS385 of minimum 8mm thick externally painted by anticorrosive paint and internally by food grade painted over a coat of primer.
- k) Providing overflow pipes for the UGR up to the drain level. Diameter shall be intimated by IDCO. The pipes shall be MS as per IS385 of minimum 8mm thick externally painted by anticorrosive paint and internally by food grade painted over a coat of primer.
- l) Providing SS access ladder at suitable places for going into the reservoirs.
- m) Required number of Manholes with cover of size 750mm x 750mm clear opening at the roof of the reservoir, stainless steel access ladder for inside of tank and another fixed type steel ladder on outside wall of tank and Stainless steel of 304 grades in hand railing using 50 mm dia of 2 mm thick circular pipe with Balustrade of size 32mm x 32mm x 2 mm @ 0.90mtr. C/C and stainless square pipe bracing of size 32mm x 32mm x 2mm in 3 rows in stair case, etc., including safety, installation, testing, commissioning, making connections with existing pipeline, as per specifications and drawings. Ventilator cowls shall be provided on roof top of required numbers.
- n) The tank shall be ventilated by providing ventilators over the roof. The openings of the ventilators shall be protected with mosquito proof copper wire netting made of copper wire mesh. Adequate ventilation area shall be provided in relation to the area of water face and aesthetic requirement.
- o) CC Plinth protection up to 0.6 mtr from the outer wall and RCC drain around the structures to be provided.
- p) Submersible pump sets (02 Nos.) should be installed inside the UGR.
- q) Installation of complete duly factory wired as per SLD and panel detailed specification mentioned in BOQ should have proper earth by suitable rated Al flat.
- r) Other specifications are enumerated in the next Chapter under Technical Specifications and Scope of Work in this DTCN.

4. SPECIFICATION

The work shall be performed conforming to the Indian Standard Specifications and Codes of Practice as well as P.H.D & P.W.D. specification of the State Government & Technical Specifications enclosed in this DTCN. Where such specification is not available, standards as per reference texts and manuals shall be followed.

5. Site Plan:

The location of UGR shall be as per direction of Engineer-in-charge.

6. Site Visit:

The tenderer before tendering shall inspect the site at his own cost in consultation with Engineer in charge of the work and shall satisfy him with regard to the nature and extent of the work involved, the actual site conditions, and existing facilities & shall collect any other information which may be required before submitting the tender. Any claim afterwards by the tenderer shall not be entertained on account of the ignorance of the site conditions.

7. Quality of Material and Workmanship:

All the materials supplied by the contractor shall be best of their respective kinds and shall comply with latest revisions of Indian Standards/ International Standards/ Water Supply & Public Health regulations stipulated by Govt. of India, AWWA, State Pollution Control & Prevention Board, Indian Electricity Rules and other statutory requirements of Govt. of India and Govt. of Orissa.

The contractor shall be responsible for the design of the entire system and quality of materials and workmanship. The contractor shall guarantee the satisfactory functioning & performance. If any modification/ replacement is necessitated during trial-run and guarantee period, the same shall be carried out immediately free of cost.

8. Construction & Erection Facilities:

Water, power, accommodation and storage of materials for construction, erection and fabrication at site shall be arranged by the contractor at his own cost. The power supply & consumption during the construction stage shall be the responsibility of the contractor & no extra payment shall be made on account of this.

9. Testing:

The Department reserves the right to test any material at any of the reputed laboratories if necessity arises & the cost of such test(s) shall be borne by the contractor & rejected materials shall have to be replaced by the contractor by approved material at his cost.

10. Completion Schedule:

The time is the essence of this contract. The entire job is to be completed within Two months as specified elsewhere in the tender. The tenderer shall submit a work plan indicating starting and completion dates of each activity. On approval, the work Plan shall form a part of the contract. The successful tenderer shall submit work plan for monitoring of the project as per relevant clause of "Conditions of Contract / Special Condition of Contract".

Sd/-

**Divisional Head
WS & EC Division-I, IDCO,
Bhubaneswar**

TECHNICAL SPECIFICATIONS & SCOPE OF WORK

General Conditions:

- i) Cement shall not be less than O.P.C.-43grade/PPC/PSC-53 grade of reputed manufactures confirming to relevant IS and all RCC work shall be M30 grade for water retaining structure and other RCC work shall be M25 grade as approved.
- ii) Reinforcement to confirm Fe-500 and IS specification(SAIL, TATA & Vizag).
- iii) As & when required, the steel/ cement & other building materials will be tested by the Department at the cost of contractor to ensure proper quality as per IS specification.
- iv) Testing of water tightness shall be conducted as per relevant IS Codes.
- v) Machine mix shall be used in concrete work for all structure. Design mix of concrete shall be used. Vibrator of appropriate type shall be used for compaction of concrete.
- vi) All the structures are to be designed as permanent type and shall have aesthetic elevation.
- vii) Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centering and shuttering of the structures.
- viii) Painting of all steel / MS structure to be done as per approved quality of anti corrosive paint over a coat of primer.
- ix) The surplus earth and debris should be lifted after completion of work and proper leveling of site to finished ground level as directed by Engineer-in-charge without any extra claim.
- x) All the work including supply of materials to be executed (unless otherwise specified) as per relevant IS specification and direction of Engineer-in-charge.
- xi) Foundation of all structure including supply of materials shall be designed depending on Ground water table / subsoil condition. In no case the Depth of foundation below virgin soil shall not be less than 3m.at respective places.
- xii) All equipments, accessories, auxiliaries, piping, electrics, instruments, installations, construction of UGR etc. including all mechanical, electrical & civil engineering works covered under the scope of work of contractor shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The contractor shall arrange and carryout all such inspection, testing, trial run etc. and demonstrate in presence of the Engineer-in-charge of the Department.
- xiii) The cost of such inspection, testing, trial run, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, trial run, demonstration etc. and any damage/loss that may cause directly or indirectly shall exclusively rest with the contractor.
- xiv) Such inspection, testing, trial run, demonstration etc. shall, however, not relieve the contractor of their liability for replacing/rectifying any defects, which may subsequently appear or be detected during erection and guarantee period.
- xv) All equipments, sub-assembly and components, auxiliaries and accessories shall be tested at manufacturer's workshop/site in accordance with relevant Indian Standards/International Standards. The contractor shall furnish all test certificates etc. related to the quality of all the materials to the Department along with the delivery of the materials at site without which no payment shall be released. However, such test certificates, quality assurance certificate shall not relieve the contractor of it's

obligation to replace forth with any instrument/materials found defective during tests at works/trial running period/guarantee period.

- xvi) Testing for performance of equipments shall be carried out and be checked with the approved parameters and performance characteristic curves for the purpose of acceptance.
- xvii) Reinforced cement concrete M-30 in all members in contact with water and members close to water like roof slab/dome etc.
- xviii) Any other RCC members shall be of minimum of M-25 grade.

Construction of UGR:

Excavation of foundation includes dressing and leveling the bed all kinds of soil / rock up to the required depth including shoring, shuttering, dewatering, if necessary, depositing the excavated materials at a suitable place as per direction of Engineer-in-Charge.

Plain cement concrete of Grade-M-30 under RCC floor slab and footings.

Reinforced cement concrete Grade-M-30 in all member in contact with water and members close to water like roof slab/dome etc.

Any other RCC members shall be RCC Grade-M-25.

The tank shall be ventilated by providing ventilators over the roof. The openings of the ventilators shall be protected with mosquito proof copper wire netting made of copper wire mesh. Adequate ventilation area shall be provided in relation to the area of water face and aesthetic requirement.

In case of roof slab having no slope, necessary protection measure shall be provided as per clause 6.3 and 6.4 of IS 3370 (Part-II) 1965.

Installation Of Pump Sets:

Supply, installation, testing & commissioning of Submersible Pump set. The capacity of each pump, Total Head- 15.00mtr, 5HP with 3-phase 50Hz, TEFC induction motor coupled with a common base with electrical control panel suitable for the pump set, including construction of concrete foundation, suction & delivery piping arrangements with necessary fittings and necessary valves, for Drinking and Flushing Filling OHT etc. all complete as per the specification & direction of EIC.

Installation Of Control Panel:

SITC of L.T. indoor floor /wall mounted type distribution boards made out of 2mm thick CR sheet metal cubicle fixed on m.s. channel base, duly acid treated for derusting, primed and painted with 2 coats of enamel paint of approved shade, dust, damp & vermin proof, having hinged door and compartmental arrangement for each equipment, cable alley chamber in each outgoings & busbar chamber on the top of the panel running horizontally, having provision for cable/ conduit entry, earthing studs as per specification mentioned below duly factory wired conforming to the relevant ISS and as per special conditions of contract making good the damages caused complete as per the direction of Engineer-in-charge. The detailed specification to be followed from BOQ.

The following appurtenances shall be provided by the contractor:

- a) Stainless steel ladders from ground level to top of the tank and from top of the tank into the bed of reservoir shall be provided along with hand rails made of series of stainless steel bars. The stainless steel ladders shall be sturdy and should be fastened and anchored to the concrete by means of anti corrosive inserts and bolts.
- b) One set of water level indicator consisting of copper/polythene float guide pulleys, nylon chord and enamel coated gauge calibrated to indicate depth of water in meter or equivalent amount of water in kiloliters.
- c) CI lockable hinged type manhole covers 750mm diameter with frame and cover fixed at suitable places in the roof of the tank not less than two numbers of manhole covers shall be provided.
- d) A lightning arrestor of copper shall be provided on the roof of the tank as per IS 2309. The top of the lightning arrestor shall be above the highest point of the roof. The arrestor shall be suitably earthed with aluminum tape conductor.

Minimum Requirements for Construction of UGR (as per approved design):

- a. Minimum depth of foundation—3.0m below ground level.
- b. Minimum floors of thickness—250mm
- c. Minimum wall thickness—250mm
- d. Minimum roof slab thickness—150mm (over RCC grid beam in both x&y direction)

- e. Minimum free board- 300mm
- f. Minimum floor slope-1in100
- g. Minimum roof slope-1in100
- h. Minimum 2 nos sludge outlet chambers.
- i. Minimum thickness of plain cement concrete of Grade-M-15 under RCC floor slab and footings shall be-250mm.
- j. Pipe & valve arrangement, washout & overflow.
- k. Limit of contract for pipe & valve arrangement up to 15m away from Structure for each pipeline.
- l. Roof slab & beam shall be simply supported on walls and walls are to be Designed with top free condition.
- m. All members of the reservoir are to be designed as un-cracked section.
- n. Design shall conforming relevant IS codes.
- o. Minimum size of pipe - Inlet – 100 mm or as per direction of Engineer in Charge. dia, Outlet – as per requirement , Overflow – 150mm dia.
 - i).All RCC works shall be finished perfectly smooth and no plastering shall be allowed except in the inside surface of walls and floors which shall be finished with a coat of epoxy paint and cement punning with water proof compound over 20mm thick cement plaster in cement mortar.(1:3)
 - ii).All exposed faces of the concrete and plaster over masonry shall be given two coats of water proofing cement paint of approved shade.
 - iii).All exposed iron works outside the reservoir shall be painted with two coats of approved synthetic enamel point.
 - All exposed iron works inside the reservoir shall be painted with two coats of anticorrosive paint.
 - iv).All masonry works shall be plastered with 12mm thick cement plaster in1:6 cement mortar.
 - v).All construction joints in floor or wall shall have PCI which should be provided in the slab.

Site clearance:

All foundation trenches shall be filled up with excavated materials inlayers not exceeding 30cm. including watering and ramming. The site of construction shall be cleared from all rubbish and dressed to proper slope to a distance of 30M around the structure as per the direction of the Engineer-in-Charge.

All concrete works for water retaining as well as the supporting structures shall be executed, tested as per IS 456, 1978, IS 3370 (Part-I)1965 and IS3370 (Part-II)1965.

For concrete works, machineries shall be used. The mixer should comply with I.S. 1971- 1968 of latest edition. Design mix concrete is preferred to nominal mix. For compaction two vibrators of appropriate size shall be used.

The contractor shall give cubes to the Department made of samples from fresh concrete taken as per I.S.1199 of latest edition, cured for 7 days and 28 days for testing by the following components. Cost of testing of concrete cube will be borne by the contractor.

The sample shall be taken from the following components:

- i. Foundation.
- ii. Floors.
- iii. Each lift of the tank wall.
- iv. Roof slab/dome:

In the event of the deviation from the desired strength the contractors shall have to dismantle the defective part of construction and make good the damages at his risk and cost.

The water tight test on the water container in Clause-10 tests on structures as laid in I.S.3370(Part-I)-1965.

Design Criteria and specification

Machine mix shall be used in concrete works of the structure. Vibrators of appropriate type shall be used for compaction of the concrete. The contractor shall give at his own cost concrete cubes to the department made from fresh concrete prepared for the work taken as per IS:1199 cured for 7 days and 28 days for testing by the department at any recognized/Govt. testing laboratory, and the testing charges shall be borne by the contractor. Besides the above arrangements, contractor shall also carry out such tests as required by the department at regular intervals at his own cost. Samples shall be taken from the concrete prepared for use in the following components of the structure. The concrete mix as per approved design will be tested in the Govt. Laboratory through the Department at cost of the Contractor and design mix test report will be submitted to the Department before starting the work.

- i) Foundation
- ii) Each lift of supporting structure (Staging)
- iii) Supporting beams Floor beams/Tie beams/Bracings.
- iv) Floor of UGR.
- v) Each lift of the wall of UGR.
- vi) Roof slab of the UGR.
- vii) Any other portion of the structure as desired by the Engineer-in-charge.

In the event of deviation from the desired strength, the contractor shall dismantle the defective parts of the construction and make good the same at his own cost and no extra payment will be made by the department for the same.

All pipes, valves & fittings required, shall be of best quality confirming to relevant IS specifications which shall be provided by the contractor at his own cost as per specification and direction of Engineer-in-charge.

The safe bearing capacity of the soil is to be as ascertained before preparation of drawing & designs for construction of UGR.

The contractor shall ensure design submission and approval process within 21 days from the date of issue of LOI.

The following salient aspects shall be considered in the design:

- i) Capacity of the tank shall be the volume of water it can store between the design full supply level and lowest supply level (i.e. the level of the lip of outlet pipe). Due allowance shall be made of plastering the tank from inside when calculating the net capacity of the tank.
- ii) Free board shall be minimum 300mm.
- iii) Minimum dead storage of 150mm should be assumed for flat bottom tanks.
- iv) Design shall be based on accepted norms and methods of design as well as the provisions of the latest edition of relevant I.S. 456, IS 3370, IS 1893, IS 1904 etc.
- v) All structural elements shall be designed by limit state method.
- vi) Foundation of the water tank shall be on raft / strip foundation as per the site condition, structural design of foundation should take differential settlement into account.

The drawings shall comprise of the following:

- a). General arrangement drawings showing clearly ~~45~~ the elements of the structure and other appurtenances. The relative levels shall be shown clearly.
- b). Structural drawings showing details of arrangement of all elements. Construction joints movement conforming to IS 962, IS 7073, IS 2502, IS 5525 and other relevant IS standards of latest edition shall be furnished. Detailed drawings showing the hand rails, stainless steel ladders (4 Nos.), fixing of pipes specials in floor manhole cover etc. shall be furnished.
The designs submitted shall be done by an experienced qualified Engineer or Consultant. The tenderer shall produce a certificate from him with the design dully signed by him. The approval of the designs and drawings by the Department does not absolve the responsibility of the contractor on structural stability / safety. The text books apart from the Indian standards referred to while preparing the designs should be indicated in the design.

Painting:

- ❖ All the steel works shall be painted.
- ❖ Members coming indirect contact with concrete shall not be painted.
- ❖ Painting operation and paint schedules shall be as per IS:1477(part-II).
- ❖ All steel structural other than in chemical house shall receive one coat of red-oxide zinc chromate primer conforming to IS:2239 after fabrication and one coat of the same primer after erection. Steel structures in chemical house shall receive acid /alkali resistant epoxy based primer.
- ❖ Priming coat shall be followed by two coats of painting by approved quality colour shade paints. Steel structure in chemical house shall be painted with acid/ alkali resistant epoxy-based paint.
- ❖ Before starting actual painting operation, the members to be painted shall be thoroughly cleaned of all dirt, grease ,rust, scales etc.

Make of Electro-Mechanical Equipment:

The following makes shall only be allowed unless specifically mentioned else where in this DTCN.

- (a) Cable: Finolex/Havels/BCH.
- (b) Submersible pumps : Kirlosker/ lubi/ wilo
- (c) Control panel, Distribution Boards etc: BCH/L&T.
- (d) Sluice valve with spindle and gear etc: JASS international
- (e) Actuator: Auma/Rotork of required rating
- (f) Other Accessories: The firm shall clearly state the make which shall be approved by Department.
- (g) Led Lights: Havels/Bajaj/Philips

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

(To vary as per the scope of the Work)

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

1	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2	Steel	I.S.432(Plain)and1786(Tor)
3	Vibrator	I.S.7246
4	Aggregate	I.S.383,I.S.515
5	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6	Sand/Fine Aggregate	I.S.2116,383
7	Binding wire	I.S.280(galvanized minimum1mm)
8	Rainwater pipe	I.S.2527
9	Construction joints	I.S.3414
10	Steel Window Frame	I.S.1038/83
11	Steel Door Frame	I.S.4351/75
12	Fitting & Fixtures for joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

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

ITEM OF WORK

- Concrete shall be with conformity to I.S.456.
- Foundation shall be with conformity to I.S.1080.
- Stonemasonry(R.R.)shall be with conformity to I.S.1597(Part-I)
- C.R.Masonry shall be with conformity to I.S.1597.
- Brick masonry shall be with conformity to I.S.2212.
- Cement plastering shall be with conformity to I.S.9103&6925.
- Mortar shall be with conformity to I.S.2250
- White and colour washing shall be with conformity to I.S.6278.
- CC in foundation shall be with conformity to I.S.2571.
- Anti-Termite Treatment shall be with conformity to I.S.6813.(Part-I& Part-II)
- Painting to all surfaces shall be with conformity to I.S.2395(Part-I& Part-II)
- DPC shall be with conformity to I.S.3067
- Tar felt treatment shall be with conformity to I.S.1346

14. Mosaic flooring shall be with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477(Part-I & Part-II) I.S.1661
16. MS Pipe shall be with conformity to I.S.1239 & I.S.3589
17. HDPE pipe shall be with conformity to I.S.4984: 2016
18. DI Sluice Valve/Non-return Valve shall be with conformity to I.S.14846/2000

APPROVED

Sd/-

**Divisional Head
WS & EC Division-I, IDCO,**

CHAPTER-9

49

PAYMENT BREAK-UP SCHEDULE for RCC UGR

S I . N O .	Items of work	Percentage of total amount quoted under respective items of Price bid payable on completion of different levels of the structures as indicated below.		
1 . .	Design, Drawing, Construction, Commissioning & Testing of RCC 250KL UGR for Dormitory building at Sea Food Park, Deras.	PAYMENT BREAK-UP FOR ITEM NO- 1 & 2		
		1 .	On approval of Design & Drawing	1%
		2 .	Completion of foundation and base slab casting	15%
		3 .	On completion of 50% staging height of wall and columns	10%
		4 .	On achieving 100% staging height with beams	15
		4 .	Completion of roof dome/slab	30%
		5 .	Erection of mechanical works & all finishing works, plinth protection, roof top drainage, site leveling all, plastering, flooring, colouring inside and outside all complete	19%
		6 .	Testing & Commissioning	10%

N.B.:- i) This payment Break-Up Schedule is binding upon the Agency.

APPROVED**Sd/-**

**Divisional Head
WS & EC Division-I, IDCO,**

Annexure:I

(List of Plants & Equipment's to be deployed on contract work)

ANNEXURE – II
SHEET FOR LISTING DEVIATIONS

Although deviations are generally not acceptable, but in case it becomes pertinent as per Vendor, then he is requested to specifically give the details of deviations, if any on this sheet and continuation thereof in the below mentioned format only.

Deviation mentioned at any other place shall not be considered.

S.No.	Item Description As per Tender	Deviation by Tenderer

Sd/-

Divisional Head
WS & EC Division-I, IDCO,
Bhubaneswar

(SCHEDULE A-I)

Tenderer(s) is/are required to submit the information in the following Schedules

SCHEDULE - A

CERTIFICATE OF NO RELATIONSHIP

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

(*) - Strike out which is not applicable.

Signature of the Tenderer
Date:-

SCHEDULE ⁵³~~B~~

EXISTING COMMITMENTS AND ON-GOING WORKS:

(Schedule-B is required for work more than Rs.300.00Lakh)

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (In lakh)	Stipulated Period of Completion	Value of works* remaining to be completed (In lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

~~*The above information is to be certified by the Engineer in Charge/ Employer not below the rank of Executive Engineer or equivalent. In case of there is no existing commitment and ongoing works, the bidder shall declare as nil in schedule B. All columns of schedule B are to be filled up. Incomplete and uncertified Schedule B shall not be accepted under any circumstances. If any information found incorrect or the fact of hiding any ongoing works if detected later, the bid shall be summarily rejected and his EMD/ Bid Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted as per ITB clause 21.6 and DTCN Clause No. 116.~~

Signature of the Tenderer _____ Signature of the Engineer In Charge / Employer
 Date _____ Seal _____
 _____ Date _____

SCHEDULE – C

54

Deleted

55
SCHEDULE - D

WORK EXPERIENCE

LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

(Schedule D is required for the work above Rs.40 lakh)

Letter PAD of the Employer

Sl No	Name of the work	Agency Name	Name of the employer with Division & Department	Major component of the work	Duration of the work mentioning stipulated date of commencement and completion	Actual date of completion	Agreement No & Agreement Amount	Total Executed Amount in Rs.	Executed amount of completed work i.e. Supplying, Laying, Testing and Commissioning of any dia DI / MS pipeline out of Total Executed amount at Col (9)	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature of the employer

Signature

Date

Seal

Major component of the work at Col (5) should be filled with atleast Supplying, Laying, Testing, Commissioning of any dia DI / MS pipeline.

Signature of the Bidder

The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer. Incomplete & uncertified Schedule D shall not be accepted under any circumstance, which may lead to rejection of bid.

SCHEDULE E

56

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER 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. | | 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 summarily be rejected.

Signature of Tenderer

SCHEDULE -F
AFFIDAVIT (Needs to notarized)

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my/ our firm/company/ individuals _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.
5. In case any of the information furnished by the undersigned found to be false or untrue or misleading or misinterpreting, the undersigned is aware that I may be held liable for it as per the tender clauses.
 The undersigned hereby confirms that our firm has not been blacklisted/debarred/penalized by any Govt. Agency or Public Sector Undertaking or Judicial Authority.

(Signature of Tenderer) Title
 of Officer
 Name of Firm
 Date:

SCHEDULE-G**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER /
DIPLOMA HOLDERS****(For Super Class / Special Class / 'A' Class Contractors only)**

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

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

Signature of the Tenderer-
Date:-

SCHEDULE - H

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SAMPLE FORMATS UNDERTAKING

This is to certify that

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

Signature of the Tenderer.

Date:-

- Note:
- i. Strike out whichever is not applicable
 - ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

SCHEDULE -I
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RELATIONSHIP DECLARATION

To, **The Tender Inviting Officer, Subject:**

**(Name of the Work) Reference: (Bid
reference number)**

Sir,

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

Relationship:

Name:

Designation

Office Address

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

SI No	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

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

Yours Sincerely

Signature of the Tenderer.

Date:

