



**BID DOCUMENT/
DETAILED TENDER CALL NOTICE (DTCN)
NO. 02/2026-27 DATED 29.07.2026
(Technical Bid and Financial/Price Bid)**

**FOR
REVIVAL AND REINFORCEMENT
OF 25 NOS. L.I. PROJECT
UNDER PATNA, CHAMPUA, JHUMPURA AND JODA BLOCK
OF KENDUJHAR DISTRICT**



**OFFICE OF THE EXECUTIVE ENGINEER,
ODISHA LIFT IRRIGATION CORPORATION
KENDUJHAR (ODISHA)**

CONTRACT DATA

A. GENERAL INFORMATION

SI No	Item	Details
1	Name of the Work	Revival and reinforcement of 25 nos. L.I. Project under Champua, Jhumpura, Joda and Patna block of Kendujhar District”
2.	Employer	Executive Engineer, L.I. Division, Kendujhar
3.	Employer’s Representative	Assistant Engineer, L.I. Sub-Division, Kendujhar / Champua
4	Superintending Engineer	Superintending Engineer, OLIC, Anugola
5	Tender Amount	Varies from 8.72 Lakhs to 23.84 Lakhs

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	60 (Ninety) Days
7	Last Date & time of submission of Bid	Date: 20.08.2026 Time 17.00 hours
8	Cost of Bid Document	
	i Amount as per Clause-4	Rs./ 4720.00/ 7080.00 To be remitted Online
9	Bid Security	
	i Amount as per Clause- 20 & 7 (II)	1% EMD To be remitted Online
10	Additional Performance Security	
	i Amount	As specified in the bid document.
	ii In favour of	Executive Engineer, L.I. Division, Kendujhar
	iii Type of instrument	As specified in the bid document.
11	Bid validity period	180 days
12	Currency of Contract	Indian Rupee
13	Language of Contract	English



Odisha Lift Irrigation Corporation Ltd.
(A Govt. of Odisha Undertaking)
OFFICE OF THE EXECUTIVE ENGINEER L.I. DIVISION, KENDUJHAR
E-Procurement Notice :02 / 2026-27
E-mail - olickjr@gmail.com,

No. 1753 / Dated : 29.07.2026

The Executive Engineer, Lift Irrigation Division, Kendujhar invites 'Percentage rate' basis bids in double cover system in ONLINE MODE only for revival and reinforcement of 25 nos. Community L.I. Project under different blocks of Kendujhar District as detailed in the table given below :

Sl. No.	Name of the Block	Name of L.I.P.	Head of Account	Approx. Value of work (in Rs.)	Cost of Tender paper (in Rs.)	Class of Contractor	Bid Security (EMD) (in Rs.)	Period of Completion
1	2	3	4	5	6	7	8	9
1	Champua	Nuagaon-II&IV	Plan 26-27	1592789	7080/-	"D" Class & Equivalent with HT License	15927	60 days
2	Champua	Krushnapur-I & Kalikaprasad	Plan 26-27	1451809	7080/-	"D" Class & Equivalent with HT License	14518	60 days
3	Champua	Gambharia-I&II	Plan 26-27	1332418	7080/-	"D" Class & Equivalent with HT License	13324	60 days
4	Champua	Kankada-I & Adhangapal-II	Plan 26-27	1566635	7080/-	"D" Class & Equivalent with HT License	15666	60 days
5	Champua	Jagannathpur-II	Plan 26-27	1583352	7080/-	"D" Class & Equivalent with HT License	15833	60 days
6	Champua	Rangamatia-I,II&III	Plan 26-27	2384931	7080/-	"C" Class with HT License	23849	60 days
7	Champua	Raruangoda-I & III	Plan 26-27	1524788	7080/-	"D" Class & Equivalent with HT License	15247	60 days
8	Champua	Raruangoda-V & VI	Plan 26-27	1217350	7080/-	"D" Class & Equivalent with HT License	12173	60 days
9	Champua	Godhuli-II & Tuntuna-IV	Plan 26-27	966463	4720/-	"D" Class & Equivalent with HT License	9664	60 days
10	Champua	Kemundia-I&II	Plan 26-27	1971867	7080/-	"D" Class & Equivalent with HT License	19718	60 days
11	Jhumpura	Parbatipur-II	Plan 26-27	872357	4720/-	"D" Class & Equivalent with HT License	8723	60 days
12	Joda	Belda-I	Plan 26-27	964745	4720/-	"D" Class & Equivalent with HT License	9647	60 days
13	Patna	Kiapada-III & Nuapada-III	Plan 26-27	1629100	7080/-	"D" Class & Equivalent with HT License	16291	60 days
14	Jhumpura	Arsala-II	Plan 26-27	999610	4720/-	"D" Class & Equivalent with HT License	9996	60 days

1. Date and time of availability of bid documents in the portal for on line bidding **from 10.00 hrs dated 10.08.2026 to 17.00hrs dated 20.08.2026.**
2. Last date and time of receipt of bids in the portal up to **17.00hrs. Dated- 20.08.2026.**
3. Last date and time of clarification upto **17.00hrs Dated- 17.08.2026.**
4. Date of opening of Tender at **10.00 hrs. Dated- 21.08.2026.**
5. Further details can be seen from the e-procurement portal of Govt. of Odisha i.e. **www.tendersodisha.gov.in.**
6. Subsequent corrigendum / addendum if required shall be available in the above portal.
Authority reserves the right to reject any or all the tenders, increase or decrease the quantities without assigning any reasons thereof.

Sd/-
Executive Engineer,
L.I. Division, Kendujhar

Memo No. 1754 / OLIC KJR Dated – 29.07.2026

Copy along with soft copy submitted to the Dy. Director (Adv.) cum-Dy. Secretary, I & PR. Department, Govt. of Odisha, Bhubaneswar, At: I & PR. Building, near State Guest House, Bhubaneswar for information and necessary action. The notice may kindly be published in newspaper within a size 10cmx8cm as per prevailing Govt. Rule for wide circulation. A copy forwarding the tender notice to the newspaper may kindly be sent to the undersigned for reference of this office. The bill of publication may be submitted to the Executive Engineer, L.I. Division, Kendujhar, At/Po- Dhrupada, Via- Raisuan, Dist- Kendujhar - 758013 for payment.

Sd/-
EXECUTIVE ENGINEER



Odisha Lift Irrigation Corporation Ltd.

(A Govt. of Odisha Undertaking)

OFFICE OF THE EXECUTIVE ENGINEER, L.I. DIVISION, KENDUJHAR

E-Procurement Notice – 02 / 2026-27

E-mail - olickir@gmail.com,

No. 1753

/ Dated : **29.07.2026**

1. Name of the tender Inviting Officer : Executive Engineer, L.I. Division, Kendujhar
2. Name of the work : Revival and reinforcement of 25 nos. L.I. Project in different blocks under Kendujhar district.
3. No. of Packages : 14 Nos.
4. Tender Amount : Varies from 8.72 Lakhs to 23.84 Lakhs
5. Date and time of availability of bid documents in the portal for on line bidding **from 10.00 hrs dated 10.08.2026 to 17.00hrs dated 20.08.2026.**
6. Last date and time of receipt of bids in the portal up to **17.00hrs. Dated- 20.08.2026.**
7. Last date and time of clarification upto **17.00hrs Dated- 17.08.2026.**
8. Date of opening of Tender at **10.00 hrs. Dated- 21.08.2026.**
9. Further details can be seen from the e-procurement portal of Govt. of Odisha i.e. **www.tendersodisha.gov.in.**
10. Subsequent corrigendum / addendum if required shall be available in the above portal. Authority reserves the right to reject any or all the tenders, increase or decrease the quantities without assigning any reasons thereof.

Sd/-

Executive Engineer,
LI Division, Kendujhar.

Memo No. 1754

/ OLIC KJR Dated – **29.07.2026**

Copy along with soft copy submitted to the Dy. Director (Adv.) cum-Dy. Secretary, I & PR. Department, Govt. of Odisha, Bhubaneswar, At: I & PR Building, Near State Guest House, Bhubaneswar for information and necessary action. The notice may kindly be published in newspaper within a size 10cmx8cm as per prevailing Govt. Rule for wide circulation. A copy forwarding the tender notice to the newspaper may kindly be sent to the undersigned for reference of this office. The bill of publication may be submitted to the Executive Engineer, L.I. Division, Kendujhar, At/Po- Dhrupada, Via- Raisuan, Dist- Kendujhar -758013 for payment.

Sd/-

EXECUTIVE ENGINEER

Memo No. 1755 / OLIC KJR Dated – 29.07.2026

Copy submitted to the Managing Director, OLIC Ltd., Bhubaneswar, for favour of kind information and necessary action with a request to display this notice for wide circulation.

EXECUTIVE ENGINEER

Memo No. 1756 / OLIC KJR Dated – 29.07.2026

Copy submitted to the Superintending Engineer, L.I. Circle, Anugola for favour of kind information and necessary action with a request to display this notice for wide circulation.

EXECUTIVE ENGINEER

Memo No. 1757 / OLIC KJR Dated – 29.07.2026

Copy to the Executive Engineer, L.I. Division, Anugola / Dhenkanal / Sundargarh/ Rourkela for information and necessary action with a request to display this notice for wide circulation.

EXECUTIVE ENGINEER

Memo No. 1758 / OLIC KJR Dated – 29.07.2026

Copy submitted to the Collector & District Magistrate, Kendujhar for favour of information with a request to kindly display this notice for wide circulation.

EXECUTIVE ENGINEER

Memo No. 1759 / OLIC KJR Dated – 29.07.2026

Copy to the District Informatics Officer, (N.I.C.), Kendujhar for information and necessary action to float the notice in Official Website for Kendujhar District for wide circulation.

EXECUTIVE ENGINEER

Memo No. 1760 / OLIC KJR Dated – 29.07.2026

Copy to all Asst. Engineers under L.I. Division, Kendujhar for information and necessary action with a request to display this notice for wide circulation.

EXECUTIVE ENGINEER

Memo No. 1761 / OLIC KJR Dated – 29.07.2026

Copy to Division Notice Board /Guard file for general information of all.

EXECUTIVE ENGINEER

INSTRUCTION TO BIDDERS FOR DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

1. Scanned copies of the following documents to be up-loaded in PDF format in the Website www.tendersorissa.nic.in
 - 1.2.1 Copy of Valid Civil Contractor Registration Certificate.
 - 1.2.2 GSTIN Registration Certificate & up to date GSTR-3B (Monthly/ Quarterly).
 - 1.2.3 Valid PAN Card.
 - 1.2.4 Copy of valid ELBO License (HT License).
 - 1.2.5 **Valid Joint Venture Documents should be registered before the NOTARY/ Sub-Registration Officer/ First Class Magistrate/ Executive Magistrate** between Civil and Electrical License in case of separate license, where Civil License holder will be treated as prime contractor as because of the evaluation to be done under the capacity of PWD Contractor. Under no circumstances One Electrical License holder is allowed to make joint venture with more than one Civil Contractor on the same package, otherwise those bids shall be cancelled. The Electrical contractor is fully responsible towards electrification work of concerned packages as per guideline of TPNODL and comply if any as & when required. The consent letter of Electrical Contractor also required.
 - 1.2.5.1 Affidavit, No Relation Certificate, and other documents should be uploaded satisfying to the DTCN.
 - 1.2.5.2 The documents such as Affidavit, Joint Venture should be done between the stipulated period of Tender Notice and be reflected the Tender Notice and Package No. clearly.
 - 1.2.5.3 **In case of Joint Venture no Price preference / other financial benefits will be allowed to SC/ST contractor/ Engineer Contractor/ Physical Handicapped Contractor.**
 - 1.2.6
 - 1)The bidder who have awarded the works vide this office previous tender call notice but not started or not completed are debarred to participate in the bid.
 - 2)The experience certificate of similar nature of work should be submitted.

FORM-G

Sl. No.	Name of work for which tender paper allowed to be purchased.	Cost of works (In Rs.)	Date of Purchase of Tender documents	Signature of E.E., or his representative	Date of Receipt of Tender	Valid or not.	Ref. of work order & Agrmt. If approved	If any legal / paralegal case initiated by court/ Deptt.	Remarks by E.E. on performance (Work complete & Satisfaction)
1	2	3	4	5	6	7	8	9	10

Executive Engineer

2. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post.
3. DTCN is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN, cannot participate in the bidder. The bidders should upload valid, clear visible documents maximum 100 pages. Unnecessary documents should not be uploaded.

N.B.: The defaulter Contractor are not allowed to participate in this tender. Defaulter Means: those contractors whose performance is not satisfactory and who has not

completed the spillover Projects, where no problem from OLIC part as well as other site dispute etc. but the work delayed, as per the decision of the tender committee his bids shall be disqualified.

Procedure to participate in online bidding e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

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

- a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to* select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - b. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
 - c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
 - d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.
- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
 - 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
 - 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

- 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
 - 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
 - 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
 - 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
 - 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
 - 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to check the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.
2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
 - 2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.
 - 2.2 Deleted.
 - 2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

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

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

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

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

- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission.

He shall prepare all documents including Declaration form, price bid etc and store in the system.

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

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

3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS:-

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.

- 3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

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

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

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

EVALUATION OF BIDS:-

- All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".
- 8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-

- responsive. The authority inviting bid may reserve the right to accept any additional document.
- 8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit
- 8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

9. CLARIFICATION AND NEGOTIATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summery and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- 1.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 1.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 1.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
 - 1.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
 - 1.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
 - 1.3.3 Fails to execute the agreement within the stipulated date.
 - 1.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

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

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

8. Forfeiture of EMD :

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

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

Money Deposit on submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc.

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

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

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

11. Role of National Informatics Centre :

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

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

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

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

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

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

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

Instruction to Bidders (ITB)

e-procurement

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Executive Engineer who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. For composite tender, 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 Superintending Engineer/Executive Engineer 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, Firefighting installation, 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, Fire fighting installation and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, GST Registration certificate & GSTIN 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 **Seven days** of opening the Price bid.
- 1.8. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/ Bidder intending to participate in the bid is required to register in the Portal 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.
 - 1.8.1. 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.

- 1.8.2. 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 web site.
- 1.8.3. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- 1.8.4. If the software application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.
- 1.9. The bidders are to participate in the bid on-line.
- 1.10. **DELETED.**
- 1.11. 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.
- 1.12. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

2. ELIGIBLE BIDDERS:

- 2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/ MES/ Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.

Contractors not registered with 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.
- 2.2. All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Under Secretary and above in the 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 shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.

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

3. QUALIFICATION CRITERIA:

- 3.1. For submission of Bids through the E-Procurement Portal, the bidder shall up-load 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 07 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 & GSTIN should accompany the technical bid.
- (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
- (c) Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.
- (d) In case if contractor executing several works, he is required to furnish a time schedule for movement of equipment/machinery from different site to this work site when work is to be executed.
- (e) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work.
- (f) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the state, he/she is required to furnish additional 1% EMD/Bid security.
- (g) The contractor intending to use/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/ lease deed and duration of such contract.
- (h) Copy of sub-contract agreement with eligible Registered Electrical Contractors having valid L.T. / H.T. license (Associated with the sub-contractor).
- (i) Details of work under progress as per tender documents.
- (j) Details of works executed during the last five years and works in hand (list of on-going works as per bid documents).

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.

4. Been black listed/their registrations by the competent authority.

5. **ONE BID PER BIDDER:**

- 5.1. **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.

6. COST OF BIDDING:

- 6.1. 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.
- 6.2. All the rates and prices in the bid shall cover all taxes, GST Registration certificate & GSTIN, ferry, tollage charges and royalties and any other charges except GST.
- 6.3. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- 6.4. The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

7. SITE VISIT:

- 7.1. 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, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.
- 7.2. 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.
- 7.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

B. BIDDING DOCUMENTS**8. GENERAL INSTRUCTIONS:**

- 8.1. The description of the work is as mentioned under Invitation for Bid.
- 8.2. 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 Executive Engineer 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 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.
- 8.3. 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.

9. CLARIFICATION OF BIDDING DOCUMENTS:

- 9.1. 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.
- 9.2. **No paper copy of the bid shall be sold.**
- 9.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.
- 9.4. **The bidder can seek clarification on the bids** which he received earlier than 15 days prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail ID of the enquirer.
- 9.5. **PRE-BID MEETING: DELETED**

10. AMENDMENT OF BIDDING DOCUMENTS:

- 10.1. Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 10.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website **www.tendersOdisha.gov.in** / notice board and through paper publication.
- 10.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

11. LANGUAGE OF THE BID:

- 11.1. All documents relating to the Bid shall be in the English / Hindi / Oriya language. Bids submitted in any other language shall be summarily rejected.

12. DOCUMENTS COMPRISING THE BID:

- 12.1. 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
- 12.2. 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 up load 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 down loaded for the work in designated Cell and up-load 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 be remitted online using e-procurement Gateway
 - 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

13. PROPOSAL BY THE BIDDER:

- 13.1. **In the E-Procurement Portal**, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
- 13.2. 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.
- 13.3. The **bidder** shall bid for the whole works as described in the Bill of Quantities.
- 13.4. 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.
- 13.5. All duties, taxes, excluding GST including Building and other Construction Workers Welfare Cess @ 1% payable by the contractor under the contract, or for any other causes shall be included in the rates, prices submitted by the bidder. Taxes on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same except GST payable for works contract.
- 13.6. 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.
- 13.7. 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**.
- 13.8. **Deleted.**
- 13.9. **Deleted.**
- 13.10. **Deleted.**
- 13.11. **Deleted**
- 13.12. 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.
- 13.13. The **contractor shall** conform in all respects, by giving all notices and paying all fees, with the provisions of:
 - i) Any national or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
 - ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

13.14. **FOR COMPOSITE BIDS: DELETED.**

14. CURRENCIES OF BID AND PAYMENT:

- 14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. VALIDITY:

- 15.1. Bids shall remain valid for a period not less than **180 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 Engineer-in-charge as non-responsive.

- 15.2. 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.

15.3. **DELETED.**

16. BID SECURITY:

- 16.1. The Bidder shall remit a bid security for the amount mentioned under Contract Data.

The successful lowest bidder will produce the original of all scanned documents for verification within 7 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-1 bidder.

16.1.1. **DELETED**

16.1.2. **DELETED.**

16.1.3. **DELETED**

- 16.2. The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.

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

- 16.4. In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.

- 16.5. The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.

- 16.6. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any

- 16.7. The Bid Security may be forfeited

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

16.7.2. 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.

16.7.3. **DELETED.**

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

16.7.4.1. Sign the Agreement; or

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

17. FORMAT AND SIGNING OF BID:

- 17.1. 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.
- 17.2. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.
- 17.3. 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.
 - 17.3.1. 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.
 - 17.3.2. 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.
 - 17.3.3. 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 it's own merit.**

D. SUBMISSION OF BIDS**18. SECURITY OF BID SUBMISSION:**

- 18.1. 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.
- 18.2. 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.

19. DEADLINE FOR SUBMISSION OF THE BIDS :

- 19.1. 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.
- 19.2. 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 & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

20. LATE BIDS :

- 20.1. 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.

21. MODIFICATION AND WITHDRAWAL OF BIDS :

- 21.1. 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.

- 21.2. 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 AND EVALUATION

22. OPENING OF THE BID:

- 22.1. 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 there 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.
 - 22.1.1. 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.
 - 22.1.2. Each activity is date and time stamped with **user** details. For time stamping, server time is taken as the reference.
- 22.2. 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**.
- 22.3. 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".
- 22.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
 - 22.4.1. **After receipt of confirmation of the bid security**, the bidder will be asked in writing to clarify his technical bid, if necessary.
 - 22.4.2. 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.
 - 22.4.3. Immediately on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their email ID that their bid has been found non-responsive.

- 22.5. 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.**
- 22.6. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.
- 22.6.1. 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.
- 22.6.2. 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.
- 22.6.3. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 22.6.4. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.
- 22.6.5. 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.
- 22.6.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 22.6.7. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 22.6.8. 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.
- 23. PROCESS TO BE CONFIDENTIAL:**
- 23.1. 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.
- 24. CLARIFICATION OF BIDS:**
- 24.1. 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.
- 24.2. 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.
- 25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**
- 25.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid:-
- 25.1.1. Whether the Bid security is confirmed by issuing institution/bank.
- 25.1.2. Has submitted legible documents for evaluation

- 25.1.3. Meets the eligibility criteria defined in *Clause 3* and;
 - 25.1.4. Is substantially responsive to the requirements of the bidding documents.
 - 25.2. 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.
 - 25.3. A substantially responsive “Financial Bids” is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
 - 25.3.1. Which affects in any substantial way the scope, quality, or performance of the works?
 - 25.3.2. 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 or
 - 25.3.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
 - 25.4. 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.
 - 25.5. 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.
- 26. EVALUATION OF BIDS: DELETED**
- 26.1. 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.
 - 26.2. **DELETED.**
 - 26.3. **DELETED**
 - 26.4. **DELETED.**
 - 26.5. **DELETED.**

F. AWARD OF CONTRACT

- 27. AWARD CRITERIA:**
- 27.1. 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.
 - 27.2. 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.
 - 27.3. Competent Authority on behalf of Governor of Odisha 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.
 - 27.4. The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

28. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS :

- 28.1. 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-incentivising the bidder.
- 28.2. 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.

29. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS :

- 29.1. The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- 29.2. 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.

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 30.1. 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.
- 30.2. 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.

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).

30.2.1. Following documents shall form part of the agreement.

30.2.1.1. 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.

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

- 30.3. 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.
- 30.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.
- 30.5. 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.
- 30.6.

31. CORRUPT OR FRAUDULENT PRACTICES:

- 31.1. 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.
- 31.2. 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.

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

No. 4281 /W., Bhubaneswar,
07559600052021

Dated 05.03.2021

OFFICE MEMORANDUM

Sub: Preference to Local MSEs/ Start-ups in Procurement of Works

Government in Works Department, in view of the difficulties faced by the Contractors and to facilitate competition in the wake of slow down of economy due to COVID-19 pandemic had exempted local Micro & Small Enterprises (MSEs) and Start-ups from deposit of Bid Security / EMD at the time of participation in tender and also allowed concessional payment of Performance Security @25% of the value of Performance Security to such local Micro & Small Enterprises (MSEs) and Start-ups on being selected in the bidding process vide this Department O.M. No. 503/W dt 17.01.2022.

2. Now, Department of Micro, Small & Medium Enterprises, Government of Odisha have issued Notification No. MSME-IPE-MISC-0060-2019/566/MSME dt 24.01.2024 on "Odisha Procurement Preference Policy for Micro & Small Manufacturing Enterprises" and the said Policy is effective from 24.01.2024. At Para-4 of the said Policy, it is mentioned that the said Policy is not applicable to Procurement of services including works contract (including EPC Contracts).

3. Now, the context and situation basing on which Works Department had issued the O.M. No. 503/W dt 17.01.2022 is no more existing.

4. After careful consideration, Government have been pleased to withdraw this Department O.M. No. 503/W dt 17.01.2022 with effect from the date of issue of the Office Memorandum and accordingly the exemption from deposit of Bid Security/EMD at the time of participation in tender & concessional payment of Performance Security @25% of the value of Performance Security to Local Micro & Small Enterprises (MSEs) and Start-ups as extended vide this Department O.M. No. 503/W dt 17.01.2022 will no more exist w.e.f the date of issue of the Office Memorandum.

5. This Office Memorandum shall be effective from the date of issue. It shall be deemed to be a part of OPWD Code.

Order: Ordered that this shall be published in the next issue of Odisha Gazette.

By order of the Governor

(Vir Vikram Yadav, IAS)

Principal Secretary to Government

Memo No. 4282 W., Dt 05.03.2025

Copy forwarded to the Private Secretary to Hon'ble Chief Minister, Odisha/
Private Secretary to Hon'ble Minister, Law, Works & Excise for kind information of
Hon'ble Chief Minister, Odisha & Hon'ble Minister, Law, Works & Excise.

FA-cum-Special Secretary to Government

Memo No. 4283 W., Dt 05.03.2025

Copy forwarded to the OSD to Chief Secretary, Odisha/ Sr. PS to DC-cum-
Additional Chief Secretary to Government, Odisha / Sr. PS to Principal Secretary to
Government, Finance Department for kind information of Chief Secretary, Odisha, DC-
cum-Additional Chief Secretary to Government & to Principal Secretary to
Government, Finance Department.

FA-cum-Special Secretary to Government

Memo No. 4284 W., Dt 05.03.2025

Copy forwarded to all Departments of Government/ all PSUs under State
Government for information.

FA-cum-Special Secretary to Government

Memo No. 4285 W., Dt 05.03.2025

Copy forwarded to EIC (Civil-cum-Roads), Odisha/ EIC, Water Resources,
Odisha/ EIC, Rural Works, Odisha/ EIC, PH, Odisha/ EIC, RWSS, Odisha / all CEs
under the Administrative Control of Works Department for information.

FA-cum-Special Secretary to Government

Memo No. 4286 W., Dt 05.03.2025

Copy forwarded to the Principal Accountant General (A&E), Odisha,
Bhubaneswar / Principal Accountant General (E & RSA), Odisha, Puri Branch, Puri for
information.

FA-cum-Special Secretary to Government

Memo No. 4287 W., Dt 05.03.2025

Copy forwarded to OSWAS Control Room with a request to upload the Office
Memorandum in the website of Works Department.

FA-cum-Special Secretary to Government

Memo No. 4288 W., Dt 05.03.2025

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha,
Cuttack by e-mail (deputydirectorpp@rediffmail.com) for publication of this Office
Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to
this Department for official use.

FA-cum-Special Secretary to Government

(14)

OSWAS Control Room

Government of Odisha
Works Department

OFFICE MEMORANDUM

File No.07556900142018- 12934 W, dated, 23-08-2018

Sub:- Insertion of Provision of Contractor Data Base Management System (CDMS) in Appendix-IX (A) of the Odisha Public Works Department Code, Volume-II .

After careful consideration Government have been pleased to insert the provision of Contractor Database Management System (CDMS) in OPWD Code to bring all contractors into one Database for smooth functioning of e-Procurement system.

The provision shall be newly inserted as Para-12.4 below Para-12 in Appendix-IX(A) of OPWD Code Volume-II as follows:-

"Registration in the Contractors Data Base Management System(CDMS) available at www.cdmsodisha.gov.in by all Contractors is mandatory."

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.969-PSF Dt.16.05.2018.

Sd/-
21/8/18
EIC - cum- Secretary to Government

Memo No. 12935 W, dated, 23-08-2018
Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

Sd/-
21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12936 W, dated, 23-08-2018
Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Deptt. for information and necessary action.

Sd/-
21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12937 W, dated, 23-08-2018
Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

Sd/-
21.8.18
FA - cum- Addl. Secretary to Government

(Contd....P-2)

o/c

-2-

Memo No. 12938

W, dated, 23-08-2018

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

S. K. Karmakar 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12939

W, dated, 23-08-2018

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (All under Works Department) for information and wide circulation among subordinate offices.

S. K. Karmakar 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12940

W, dated, 23-08-2018

Copy forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

S. K. Karmakar 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12941

W, dated, 23-08-2018

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@rediffmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. K. Karmakar 21.8.18
FA - cum- Addl. Secretary to Government

Memo No. 12942

W, dated, 23-08-2018

Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

S. K. Karmakar 21.8.18
FA - cum- Addl. Secretary to Government

Government of Odisha
Works Department

OFFICE MEMORANDUM

File No. 07556900142018- 12925 W, dated, 23-08-2018

Sub:- Amendment to Rule-15 of Appendix-IX of the Odisha Public Works Department Code, Volume-I- Refund of Tender Paper cost to the Bidder in case of Single Tender- By Inclusion.

After careful consideration Government have been pleased to amend the Rule-15 of Appendix-IX of the Odisha Public Works Department Code, Volume-I by inclusion as Note-I below the provision as follows:-

"In case of cancellation of Single Tender which have not been evaluated, the Tender Paper cost deposited by the concerned Bidder shall be refunded to him / her."

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.969-PSF Dt.16.05.2018.

[Signature]
EIC - cum- Secretary to Government

Memo No. 12926 W, dated, 23-08-2018
Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

[Signature]
FA - cum- Addl. Secretary to Government

Memo No. 12927 W, dated, 23-08-2018
Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Deptt. for information and necessary action.

[Signature]
FA - cum- Addl. Secretary to Government

Memo No. 12928 W, dated, 23-08-2018
Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

[Signature]
FA - cum- Addl. Secretary to Government

(P.T.O.)

okc

-2-

Memo No. 12929 W, dated, 23-08-2018
 Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

S. K. Singh 21.8.18
 FA - cum- Addl. Secretary to Government
 Memo No. 12930 W, dated, 23-08-2018

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (All under Works Department) for information and wide circulation among subordinate offices.

S. K. Singh 21.8.18
 FA - cum- Addl. Secretary to Government
 Memo No. 12931 W, dated, 23-08-2018

Copy forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

S. K. Singh 21.8.18
 FA - cum- Addl. Secretary to Government
 Memo No. 12932 W, dated, 23-08-2018

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@redifmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. K. Singh 21.8.18
 FA - cum- Addl. Secretary to Government
 Memo No. 12933 W, dated, 23-08-2018

Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

S. K. Singh 21.8.18
 FA - cum- Addl. Secretary to Government



Government of Odisha
Works Department

OFFICE MEMORANDUM

File No. 07556900222018- 14468/W, dated, 20-09-2018

Sub: Amendment to Para-3.5.19(a)(b) of the OPWD Code, Volume-I.

After careful consideration Government have been pleased to make amendment to Para-3.5.19(a)(b) of the Odisha Public Works Department Code, Volume-I with the following modification.

"Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of N.S.C./Post Office Savings Bank Account/Post Office Time Deposit Account/ Kissan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer from any Nationalized/ Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar towards E.M.D/initial security deposit /any other security deposit from the contractor or supplier".

1. This shall take effect from the date of issue of this Office Memorandum.
2. This has been concurred in by the Finance Department vide their U.O.R. No.1530-ACSF Dt.21.08.2018.

3.09.2018

Memo No.

14469

W, dated, 20-09-2018

EIC - cum- Secretary to Government

Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

Memo No.

14470

W, dated, 20-09-2018

FA - cum- Addl. Secretary to Government

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Deptt. for information and necessary action.

Memo No.

14471

W, dated, 20-09-2018

FA - cum- Addl. Secretary to Government

Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

FA - cum- Addl. Secretary to Government

(P.T.O.)

ACEDM
To P1 - conclude
24/9
Self
Communicate
All es/ops
24/9

-2-

Memo No. 14472 W, dated, 20-09-2018

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14473 W, dated, 20-09-2018

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (All under Works Department) for information and wide circulation among subordinate offices.

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14474 W, dated, 20-09-2018

Copy forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14475 W, dated, 20-09-2018

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@rediffmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14476 W, dated, 20-09-2018

Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

S. K. Singh 20.9.18
FA - cum- Addl. Secretary to Government

OFFICE OF THE E.I.C (CIVIL), ODISHA
Memo No. 144247 dt 11.10.18
C.I. MISC-34/4(P.A.)

Copy forwarded to all SES/ESs of (R&M) wing for information & n/a

11/10/2018
A.C.E.P.



Government of Odisha
Works Department

161

OFFICE MEMORANDUM

File No. 07556900222018-14459 W, dated, 20-09-2018

Sub:- Amendment to Para-3.5.5(v) of the OPWD Code, Volume-I.

After careful consideration Government have been pleased to make amendment to Para-3.5.5(v) of the Odisha Public Works Department Code, Volume-I with the following modification.

"Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder."

1. This shall take effect from the date of issue of this Office Memorandum.
2. The codal provision exist~~s~~ in Works Department Office Memorandum No.14299/W dt.03.10.2017 stand~~s~~ partially modified to the above extent with effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide their U.O.R. No.1530-ACSF Dt.21.08.2018.

3.09
22.09

[Signature]
EIC - cum- Secretary to Government

Memo No. 14460

W, dated, 20-09-2018

Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

[Signature]
FA - cum- Addl. Secretary to Government

(P.T.O.)

ACB R
To Procurement
24/9

SD
Concur all set for
24/9

-2-

Memo No. 14461 W, dated, 20-09-2018

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Principal Secretary, Finance Deptt. for information and necessary action.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14462 W, dated, 20-09-2018

Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14463 W, dated, 20-09-2018

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14464 W, dated, 20-09-2018

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (All under Works Department) for information and wide circulation among subordinate offices.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

CE-DR/12
Memo No. 14465 W, dated, 20-09-2018

Copy forwarded to OSWAS Control Room with a request to upload it in the web-site of Works Department.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14466 W, dated, 20-09-2018

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail (deputydirectorpp@rediffmail.com) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

Memo No. 14467 W, dated, 20-09-2018

Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

S. Kumar 20.9.18
FA - cum- Addl. Secretary to Government

OFFICE OF THE E.S.C. (C&P) Odisha

Memo No. 144249 dt. 11.10.18

(E.Misc 34/4044)

Copy forwarded to all SEs/As of CRSM wing for information

2 m/a

S. Kumar 20.9.18
ACEG

Government of Odisha
Works Department

OFFICE MEMORANDUM

File No.07556900142018 (Pt.) -

18138

W, dated, 5-12-18

Sub:- Amendment of Codal/Contractual Provision.

After careful consideration Government have been pleased to decide to collect Earnest Money Deposit (EMD) @1% uniformly from the bidders while participating in tenders and to delete the provision for furnishing of additional EMD/Bid Security @1%, in case, the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the State, as contained in Clause-XV of Works Department Office Memorandum No.22348/W dated, 19.11.2005.

1. The other conditions prevailing in Works Department O.M.No.22348/W dtd.19.11.2005 remain unaltered.
2. This shall take effect from the date of issue of this Office Memorandum.
3. This has been concurred in by the Finance Department vide their U.O.R. No.1559 /ACSF dt.30.08.2018.

Memo No.

18139

W, dated, 5-12-18

EIC - cum- Secretary to Government

Copy forwarded to P. S. to Hon'ble Minister, Works, Odisha for information and necessary action.

Memo No.

18140

W, dated, 5-12-18

FA - cum- Addl. Secretary to Government

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance Department for information and necessary action.

Memo No.

18141

W, dated, 5-12-18

FA - cum- Addl. Secretary to Government

Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

FA - cum- Addl. Secretary to Government

(P.T.O.)

2-18 (R) / (B.G.)

Rmk
7/12/18

1045
11/12/18

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

OFFICE MEMORANDUM

No. 07764600022025 173 /W., Bhubaneswar Dt. 03/01/20

Sub:- Amendment of Codal & Contractual Provisions.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security(APS)** system:

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

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

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

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

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

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

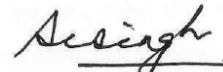
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination 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.

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

4. This has been concurred in by the Finance Department vide **File No. FIN-WF1-MISC-0102-2025**

By order of the Governor



Principal Secretary to Government

Memo No. 174 /W, dated 03/01/26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

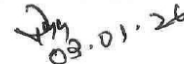
They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



EIC-cum-Special Secretary to Government

Memo No. 175 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.



EIC-cum-Special Secretary to Government

DETAIL TENDER CALL NOTICE

1. Bid document consisting of qualification, information and eligibility criteria of bidders, plans, specification and bill of quantities of the works are available in web-site **www.tendersorissa.gov.in** and the set of terms and conditions of contract and other necessary documents can be seen in the web site till last date of submission of bid. Interested bidders may obtain further information at the above web site.
2. All the contractors are to be registered in the State portal and must possess compatible digital signature certificate (DSC) of Class – II and III for on line bidding.
3. The Rate Quoted will be valid for one year from the date of Agreement.
4. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a contractor for a period two years after his retirement from Govt. Service, without Govt. permission.
5. Other details can be seen in the bidding documents, which is available in website **www.tendersorissa.gov.in**.
6. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
7. The successful bidder must have submit original copy of CRC (Contractors Registration Certificate), GST Registration Certificate, PAN and Affidavit which are uploaded in the website should be produced in original to the Executive Engineer, Lift Irrigation Division, Kendujhar for verification within 07 days after opening of the tender.
8. The online bidder should deposit the “cost of the bid document” and “Bid Security” in online mode.
9. The bids are invited in single cover, system as specified in notice.
10. Service provider is required to write the name of the work and the authority who had issued the tenders.
11. The bids will be opened on **10.00 Hrs. of 21.08.2026** in the office of the Executive Engineer, L.I. Division, Kendujhar by the undersigned, in presence of the bidders who have interested to participate. In case of holidays the tenders will be opened on the next working day at the same time and venue.

Minimum eligibility criteria:

1. Registration certificate of service provider (**Registered in CDMS Portal**).
2. Required class of contractor as per E.L.B.O. Registration Rules.
3. GST Registration Certificate from Sales Tax Authority.
4. PAN from Income tax Department.
5. E.M.D. and cost of tender paper as required.
6. Any other criteria with required documentation as per DTCN (No Relation Certificate, Structure & Organisation, Financial Statement, Joint venture copy & Power of attorney copy if any).

Other Terms and Conditions

1. The decision of the authority will be final.
2. The rates quoted by the service provider shall be deemed to be inclusive of labour welfare Cess, royalty etc. on all materials that will have to be purchased for performance of this contract. GST will be paid extra.
3. The rates quoted by Service provider excluding GST, that may be levied on turnover on works contract according to laws and regulations as applicable from time to time.
4. 2% of the gross amount of the bill followed by surcharge and cess as admissible are to be deducted towards income tax.
5. 1% of the gross amount of the contractor bill will be deducted towards labourcess.
6. Tenderer, whose tender is accepted, must submit "Programme of work" at the time of execution of agreement in **PWD P₁** Contract adopted with mutadis and mutandis with the Executive Engineer, L.I. Division, Kendujhar, in prescribed format to be obtained from Executive Engineer and submit for his (Executive Engineer's) approval.
7. No claim of idle labour / machinery / equipments on any account will be entertained by the Deptt. / Authority.
8. The date of commencement of work shall be as notified in work order which is to be issued by Executive Engineer-in-charge.
9. Other details can be seen in the bidding documents which is available in website of Odisha tender site (<http://www.tendersodisha.gov.in>)
10. Subsequent corrigendum if required shall appear in the website.
11. **Authority reserves the right to reject any or all the tenders without assigning any reason thereof.**

SECTION – 2

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR BIDDING

1. **The bids must be accompanied with:**
 - i. Cost of Tender Paper and EMD in **online** mode.
 - ii. GST Registration Certificate.
 - iii. PAN Card.
 - iv. Registration certificate of service provider.
 - v. Affidavit regarding authentication and correctness of certificates.
 - vi. Any other criteria with required documentation as per DTCN (No Relation Certificate, Structure & Organisation, Financial Statement, Joint venture copy & Power of attorney copy if any).
 - vii. Attested true Copies of the Certificates/Formats showing details of information are to be accompanied with the enclosed formats should be downloaded in appropriate place for bidding.
 - viii. Affidavit copy of joint agreement with validity in case of dual Licenses.

2 Definitions

- (a) "Employer" means the Executive Engineer L. I. Division, Kendujhar or his authorised representative with whom the selected Service Provider signs the contract for the services.
- (b) "Service provider" means Contractor / firm/Engineer firm/ Company/Supplier carry the same meaning throughout the DTCN and Contract.
- (c) "Contract" means the contract signed by the parties along with all attached documents listed in the DTCN (Tender Document Part -I & II).
- (d) "Data Sheet" means such part of the Instructions to Contractor as are used to reflect assignment conditions and evaluation of the bid. .
- (e) "Proposal" means the Technical Proposal (Tender Document Part I – General & Technical Bid) and the Financial Proposal (Tender Document Part II – Price Bid).

- (f) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor which includes Part-I & II.

3 Introduction / Selection Procedure.

The Employer named in the Data Sheet will select service provider to execute the work as described in the scope of work and in the Data sheet.

The service provider shall bear all costs associated with the execution of the work as per contract. The Employer is not bound to accept any proposal, and reserves the right to cancel the selection process at any time prior to contract award without thereby incurring any liability to the service provider.

4 Location of the Project :

Executive Engineer of concerned divisions will provide location in the respective districts. The location will be indicated in the work order to be issued by him.

5 Eligibility

- a A Bidder shall be deemed to have the nationality of India.
- b All the contractors are to be registered in the State portal and must possess compatible **digital signature certificate (DSC)** of Class – II and III for on line bidding
- c. Government-owned companies shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- d Established registered Contractors having HT electrical license issued by ELBO and **civil "D" Class /'C' Class.**

Proof of registration is to be furnished along with the tender.

The reputed agencies / firms / Companies / Suppliers on production of definite proof from appropriate authority.

6 History of Litigation and Criminal Record

- a If any criminal cases are pending against the service provider (him/her/ partners) at the time of submitting the tender, then the tender shall be summarily rejected. In such a case, the service provider shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.
- b In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the Executive Engineer L. I. Division Kendujhar or his authorised representative without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.
- c The Service Provider has to furnish a declaration that no near relatives are working in the cadre of a Junior Engineer and above in the Organisation, Orissa Lift Irrigation Corporation Ltd., Kendujhar.

7 Other Requirements

- a Even if the Service Provider meets other criteria, his tender shall be summarily rejected if he is found to have mislead or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
- b The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.
- c In addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his tender, he will be blacklisted.

8 Original Certificates

Originals of the certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.

9 **Cost of Tendering**

The service provider shall bear all expenses associated with the preparation and submission of his tender and the Executive Engineer L. I. Division Kendujhar or his authorised representative shall in no case be responsible or liable for reimbursement of such expenses, regardless of the conduct or outcome of the tendering process.

10. **INFORMATION TO BIDDERS**

a Tender Documents i.e. both technical and price bid documents are available in the website i.e. <http://www.tendersorissa.gov.in>

b **DTCN (DETAIL TENDER CALL NOTICE):**

The Service Provider is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the service provider's own risk as mentioned in the DTCN.

c **Clarification of Tender Documents**

The Service Provider shall carefully examine the tender documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a service provider find any discrepancy or omission from the specification or any other of the tender documents or should he be in doubt as to their meaning can be clarified upto **17.00 P.M of 17.08.2026** from the under signed Authority.

d **Amendment of Tender Documents**

- i) At any time prior to the dead line for submission of tenders, the Executive Engineer L. I. Division Kendujhar or his authorised representative may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Service Provider, modify the tender documents by issuing an Corrigendum.
- ii) Such Corrigendum will be binding upon them.
- iii) In order to afford prospective Service Provider reasonable time to take such corrigendum into account in preparing their tenders, the Executive Engineer L. I. Division, Kendujhar or his authorised representative at his discretion, may extend the date time for the submission of tenders if necessary.

11. **Language of the Documents**

All documents relating to the Tender shall be in the English language.

12. **Documents Comprising the Tender**

- (a) General & Technical Bid as per DTCN
- (b) As published in the tender i.e Bill of Quantities (BOQ)
- (c) All documents stipulated at elsewhere in the DTCN.

13. **Sufficiency of Tender**

The Service Provider shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the work.

14. **Technical Proposal Format and Content**

The Service Provider should have sufficient man power to execute & complete the work within the time schedule. He should have sufficient financial background / machinery and equipment required for execution of the work / free from litigation / have good working record of completion of the works in time as stipulated in the data sheet. It may be noted that the Service Providers should satisfy the minimum eligible criteria for award of Contract. The Technical Proposal shall provide the information as below.

- a) A description of the approach, methodology and work plan for performing the assignment.
- b) Copy of GST Registration Certificate.
- c) Copy of PAN Card.
- d) General power of attorney if required in favour of the authorised signatory.
- e) Other information as required under Data Sheet.
- f) The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing financial information related to the Price Bid shall be declared non responsive.

15. The Financial Proposal

- a) The service provider shall quote his rates for each part of the BOQ in word & figure. In case of difference in word and figure the rate quoted in word will prevail. The tenderer shall quote their offer on item basis as per BOQ for each phase of services in the prescribed format of the Part-II of the tender document. Price bid in no other format shall be accepted.
- b) The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall also be inclusive of all duties, levies, taxes Cess of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.
- c) The Service Provider should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.
- d) The rate quoted by the bidder shall be firm.

16. Tender Validity

- a) The proposal will remain valid up to 6 months from the date of tender.
- b) A Service provider agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.
- c) The validity period of work is 90 **days** from the date of issue of work order.

17. Authorisation, Corrections, Erasures etc. in Tender Papers

- a) The tender document shall be signed by a person or persons duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender. All pages of the tender where entries or corrections have been made shall be initialled by the person or persons signing the tender.
- b) The completed tender shall be submitted **online** without any alterations, inter-relations or erasures except those which accord with instructions given by the Executive Engineer L. I. Division Kendujhar or his authorised representative or as may be necessary to correct errors made by the Service Provider and in the later case, any such correction shall be initialled by the person or persons signing the tender.

18. Earnest Money Deposit / ISD / SD / Additional Performance Security & GST Registration Certificate

a) Earnest Money Deposit

The EMD shall be as section 1 in online mode.

b) Initial Security Deposit

The successful Tenderers, after receipt of formal order shall have to furnish initial security deposit (ISD) equal to 2% (two percent) of the value of the order together with the EMD deposited with the tender, in shape of NSC/ postal saving pass book / post office time deposit / KishanVikashPatra / Bank Deposit Receipt (STDR) in schedule bank duly pledge in favour of the Executive Engineer, Lift Irrigation Division, Kendujhar payable at Kendujhar within 07 days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD .The security deposit shall be released after completion of guarantee period of 18 (Eighteen) months from the date of completion of work by the E.E.

c) **Additional Performance Security:**

Additional Performance Security will be calculated as per Office Memorandum No. 173/W dated 03.01.2026 of Works Department, Govt. of Odisha (Copy enclosed in DTCN).

d) **GST Registration Certificate in form Odisha GST AND PAN CARD:**

The Bidders are required to submit attested copies of valid and up-to-date GST Registration Certificate along with their tenders, failing which their tenders will not be considered. The bidders from out side the state who intend to participate in the tender and who have not been registered under the GST Registration Certificate act as they have not started any business in state as yet are allowed to participate in the tender without having any GST Registration Certificate subject to condition that they should submit undertaking in the form of an affidavit indicating therein that they are not registered under the GST Registration Certificate act as they have not started any business in state and they have no liability under the act .But before award of the final contract , such bidders from outside State shall furnish an undertaking in form of an affidavit stating that they have no business in State of Orissa and have no liability under GST Registration Certificate.

e) In addition to that 5% of gross value will be deducted from bill(s) of the service provider toward SD which will be refunded after 18 (Eighteen) months subject to payment of final bill.

f) The EMD shall be forfeited if (a) a service provider withdraws the tender during the validity period of tender or (b) if the firm fail to furnish ISD within due time or (c) the successful bidder fails to sign the Agreement for whatever reason.

19. **Signing of Tenders**

The online bidder shall digitally signed on all statements, documents, certificates uploaded by him owning responsibility for their correctness/ authenticity as per IT Act 2000. If any of the information furnished by the bidders is found to be false / fabricated/ bogus, his EMD / Bid security shall stand forfeited and the bidder is liable to be Black listed.

20. **Clarification and Amendment to DTCN Document:**

a) Service provider may request a clarification of any of the DTCN documents up to **17.08.2026 upto 17.00 P.M.**

b) At any time before the submission of Proposals, the Executive Engineer may amend the DTCN by issuing an addendum in writing or by standard electronic means or in website or in newspaper.

1. **Modification & Withdrawal of Bid:**

Modification and withdrawal of bid as instructed in the DTCN.

2. **Bid Opening:**

Dt. 21.08.2026 at 10.00 A.M.

3. **Award of Work:**

After finalization of tender, it will be intimated to successful bidders on email only.

4. **Rejection of Tender:**

A tender shall be rejected, if,

- a) Price Bid is not enclosed.
- b) Cost of tender document is not enclosed along with the technical bid.
- c) Cost of Tender Paper and EMD is deposited in online.
- d) Proof of eligibility and qualifications is not enclosed.
- e) There are any criminal cases pending.
- f) Copy of PAN is not enclosed.

- g) Affidavit is not enclosed.
 - h) History of criminal cases is not enclosed in schedule-E.
 - i) Record of litigation and arbitration is not enclosed.
 - j) GST Registration Certificate is not enclosed.
 - k) Adverse performance report of the bidder observed in the past tender by OLIC for any reason will result for disqualification of such bidder and liable for rejection of his offer.
 - l) Tenders which have not been submitted in proper form will be rejected.
9. Any such conditions shall be minuted and the Bid shall not be opened.

10. Proposal Evaluation

- a) From the time the proposals are opened to the time the contract is awarded, the Service Provider should not contact the client on any matter related to its Technical and/or Financial Proposal.
- b) Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the Service Provider's proposal.
- c) Other condition being equal, the service provider bidding the lowest price will be considered for acceptance by competent authority.

11. Negotiations:

Negotiations will be held if required with the lowest valid tenderer. In the event of the L-1 tenderer has furnished any condition which grossly affects the tender value / contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as in consistent / non responsive. In such case the Executive Engineer may explore the possibility of considering the next valid tender as L-1.

12. Award Criteria:

- a) After acceptance of price bid of the tender by competent authority selected service provider will be issued with Work Order for the work on fulfilling the requirement of Initial Security Deposit about such acceptance.
- b) The service provider is expected to commence the work on the date and at the location specified in the Data Sheet/ as per the detailed work order.

13. Right to accept or reject any or all Tenders

The Executive Engineer, L. I. Division, Kendujhar reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

14. Signing of Agreement:

The successful service provider shall attend office of the Executive Engineer, OLIC Division, **Kendujhar** within 7 days from the date of issue of work order and signed the agreement in P.W.D. P-1 contract form with conditions of contract .Failing which the Service Provider will be debarred from taking up of the work.

CONDITIONS OF CONTRACT

1. The party whose tender is accepted hereinafter called the Service Provider is to provide everything of every sort and kind which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the **E.E., L I Division, Kendujhar** herein after called the Executive Engineer and the Service Provider whether the same may or may not be particularly described in the specification or shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Executive Engineer is to decide which shall be followed.
2. The Service Provider is to set out the whole of the works in conjunction with an officer to be deputed by the Executive Engineer and during the progress of the works to amend on the requisition of the Executive Engineer any errors which may arise therein and provide all the necessary labour and materials for doing. The Service Provider is to provide all plant labour and materials, which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The Service Provider is to leave the works in all respects clean and perfect at the completion thereof.
3. The Service Provider shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer, for the work done by such labourer, fair wages. Fair wages means wages whether for time or piecework, prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

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

The Officer-in-charge of the work shall have the right to decide whether any labourer employed by the Service Provider is below the age of twelve years and to refuse to allow any labourer whom he decides to be below the age of twelve years, to be employed by the Service Provider.

4. Complete copies of the drawing and specifications signed by the Executive Engineer and the same or copies thereof are to be kept with the works in-charge of the Service Provider's agent which is to be constantly kept on the ground by the Service Provider and to whom instructions can be given by the Executive Engineer. The Service Provider is not to sublet the works or any part thereof without the permission of Executive Engineer.
5. The Executive Engineer is to have at all times access to the works, which are to be entirely under his control. He may require the Service Provider to dismiss any person in the Service Provider's employ upon the works who may be incompetent or misconduct himself and the Service Provider is forthwith to comply with such requirements.
6. The Service Provider is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the Executive Engineer to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the Executive Engineer or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorised by the Executive Engineer and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.
7. Any authority given by the Executive Engineer for any alterations or addition in or to the works is not to vitiate contract but all additions omissions or variations made in carrying out the works are to be measured and valued and certified by the Executive Engineer and added to or deducted from the amount of the contract as the case may be at rates in accordance with the sanctioned schedule of rates in force at the time when the particular item of work was commenced. In those cases in which rates do not exist, the **Executive Engineer, L. I. Division, Kendujhar** will fix the rates to be paid and his decision shall be final.

Conditions :-

- a) Executive Engineer, Kendujhar/ Superintending Engineer, Anugola / Managing Director, OLIC Ltd. BBSR , reserves the right to pre-close the contract, increase/decrease the quantities of work .
- b) Executive Engineer, L. I. Division, Kendujhar reserves the right to increase/decrease the period of completion depending on the workload.

8. **Extension of Time :**

- If the Service Provider shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to competent authority within 7 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the Service Provider whether the authority claims compensation for delay, in case there is any delay in execution due land or rise in cost of materials and labour or any reason whatsoever beyond the control of authority, the Service Provider is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee/Secretary/Legal Advisor/ Engineer associated with while considering the application of the Service Provider for extension of time and can impose any condition which shall be binding on the Service Provider.
9. All works and materials brought and left at site by the Service Provider or by his orders for the purpose of forming part of the works are to be considered to be the property of the **Orissa Lift Irrigation Corporation Ltd.** and the same are not to be removed or taken away by the Service Provider or any other person without the specific permission in writing of the Executive Engineer but the Governor of Orissa will not be liable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.
 10. The Executive Engineer has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Executive Engineer is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Executive Engineer is also to have full power to require other proper materials to be substituted and in case of default, the Executive Engineer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the Service Provider and may be recovered from the sale proceeds of such rejected materials when necessary, the balance, if any, being kept in deposit in the Service Provider's favour.
 11. If in the opinion of the Executive Engineer any of the works have been executed with improper materials or defective workmanship, the Service Provider is then required by the Executive Engineer forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the Service Provider in so doing within a week, the Executive Engineer is to have full power to employ other to re-execute the work and the cost thereof shall be borne by the Service Provider.
 12. Any defects, shrinkage or other faults which may appear within 12 months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Executive Engineer to be amended and made good by the service provider at his own cost unless the Executive Engineer for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Orissa Lift Irrigation Corporation Ltd. may recover from the Service Provider the cost of making good the works.
 13. From the commencement of the works to the completion of the same they are to be under the Service Provider's charge. The Service Provider is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Orissa Lift Irrigation Corporation Ltd. harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the service provider or of any one of his employees during the execution of the works.
 14. The Executive Engineer is to have full powers to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the Service Provider is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the Service Provider is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.
 15. The Service Provider is to commence work comprised in this tender immediately on receipt of orders to commence from the Executive Engineer, OLIC Division, Kendujhar. The whole work, including all such additions and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the Executive Engineer), shall be completed in every respect within 2(Two)

calendar months, from the date of the aforesaid orders to commence and if from any cause whatsoever other than wilful obstruction or default on the part of the Executive Engineer or his staff and except as hereinafter provided, the whole of such work shall not be finished to the satisfaction of the Executive Engineer within the said period, the Service Provider shall forfeit and pay to **Orissa Lift Irrigation Corporation Ltd.** by way of ascertained and liquidated damages for each default and not by way of penalty @ **0.5% (Zero point five percent) per week** of the incomplete portions of the work subject to a **maximum of 10%** (ten percent) of the uncompleted work, interim delay not subject to scrutiny, per day for every complete day of such default and the amount of such damage, if any, may be deducted by way of set-off from any unpaid portion of the amount due under the Service Provider or otherwise recovered from the Service Provider and shall be brought into account by the Executive Engineer when settling the Service Provider's accounts for his final certificate hereinafter provided for. And further, to ensure progress during the execution of the works, the Service Provider shall be bound in all cases in which the time allowed for any works exceeds one months, to complete one-fourth of the whole of the works before one-fourth of the whole time allowed under the contract has elapsed; one-half of the works, before one-half of the whole time has elapsed and three-fourths of the works, before three-fourth of such time has elapsed. In the event of the Service Provider failing to comply with this condition he shall be liable to pay the damages as aforesaid of @ 0.5% (zero point five percent) per week of the uncompleted portion of the work subject to a maximum of 10% (ten percent) of the uncompleted work, interim delay not subject to scrutiny, per day for every complete day of such default and amount of such damages may be deducted in the way as stated above. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the estimated cost of the work as shown in the tender. Provided nevertheless thus if in the opinion of the Executive Engineer that the Service Provider is entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason of any inclement weather or causes not under the control of the Service Provider it shall be competent for the Executive Engineer by an order in writing to extend the aforesaid period or periods for final completion of the whole work or of portions of the work as aforesaid by such period or periods as he shall deem reasonable as per provision of codal procedure and the Service Provider is to complete the works within such extended period or periods as aforesaid provided that the Service Provider shall not be entitled to any extension of time unless he shall within thirty days after the happening of the event in respect of which shall consider himself entitled to any extension, give to the Executive Engineer, written notice of such claim to extension of time and of the ground or grounds and of the amount there of unless in any case the Executive Engineer shall in his discretion dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time, the aforesaid provisions and amount for damages in default of due completion shall apply in case of non-completion of the works within the extended time. Provided that Service Provider shall not be entitled to any extension of time in respect of the extra work involved in the extra depth of foundation/drilling etc.

16. If the Service Provider shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in Clause 6-14 or in consequence of not having proper instructions for which the Service Provider shall have duly applied) the Executive Engineer may give to the Service Provider or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the Service Provider for a period of seven days, it shall be lawful for the Executive Engineer to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the Service Provider upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Executive Engineer by the Service Provider or may be set off by the Executive Engineer against any money due or to become due to Service Provider. If the assignee or trustee of the Service Provider proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.
17. The Service Provider shall be paid on the completion of 15 working days commencing from the date on which work is completed a sum equal to 95 percent of total value of work done since the last payment according to the certificate of the Executive Engineer. The remaining 5% will be retained by the Executive Engineer as security for the due performance of Contract and Service Provider shall not be entitled to get a refund of this security till twelve months after completion of the work.
18. A Certificate of the Executive Engineer or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the Service Provider is to be conclusive evidence of the works having been duly completed and that the Service Provider is entitled to receive payment of the final balance, but without prejudice to the liability of the Service Provider.
19. The Executive Engineer shall make payment of work in full or part thereof those have been certified, subject to availability of funds.

20. Prices are firm.
21. If at any time after the commencement of the work the Governor of Orissa shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the Service Provider who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment or increase of the work as originally contemplated.
22. **Defects Liability Period:**
The defect liability is **18 (Eighteen) months** from the date of formal taking over of the work by the Pani Panchayat.
23. **Service provider liable for damage done & for Imperfection for six months after certificate:**
If the Service Provider or his work people or servant shall break, defence, injure or destroy any part of a building or structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within six months from the date of the final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the Service Provider shall make the same good at his own expenses, or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the Service Provider or from his security or the proceeds of sale thereof or a sufficient portion thereof and the Service Provider shall be liable to pay of the expenses not so recovered by the Engineer-in-charge.
24. **Action where no Specification:**
In the case of any class or items of works for which there is no such specification as mentioned in file, if such work shall be carried out in accordance with the detailed standard specification of Orissa, as followed by the State PWD/PHED/OLIC/WESCO and in the event of there being no specifications born in the said standard specification of Orissa for such items of work, then in such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.
25. The Service Provider shall submit the final bill within one month of the date for completion of the work failing which the Engineer-in-charge or his authorized representatives in the presence of the Service Provider shall prepare the final bill. For recording final measurement of the work, the Engineer-in-charge or his authorized shall serve a notice upon the Service Provider stipulating therein the date fixed for recording such measurement. If the Service Provider fails to attend the recording of final measurement by the Engineer-in-charge or his authorized representative on the date of stipulated, the Engineer-in-charge may at his discretion get the measurements recorded ex-parte or fix up another date as per his own convenience. Such measurements and the total amount payable to the Service Provider as certified by the Engineer-in-charge shall be final and binding on all parties.
26. Site for the work will be shown and handed over to the Service Provider by the Engineer-in-charge of the work soon after execution of the agreement/ site is ready.
Approach road to work site wherever necessary shall be made by the Service Provider at his own cost.

- The authority reserves the right to change the site in case required and no compensation to that effect shall be paid to the Service Provider
27. No part of the contract shall be sub-let without written permission of the concerned Executive Engineer, nor the Service Provider can transfer any portion of work by power of Attorney authorising others to receive payment and exercise powers relating to the work on the service provider's behalf.
 28. Govt will not pay any extra charges for lead or any other reason in case the Service Provider finds later on to have mis-judge the availability of materials
 29. Income tax, GST Registration Certificate, Cess etc. as applicable will be deducted from Service Provider's bills as per the rules in force.
 30. The service provider shall bear cost of all incidental charges sundries and contingencies associated with the work.
Fees and dues by Municipal council and competent authorities if any be paid by the service provider.
 31. Suitable equipments and wearing apparatus for the labour engaged in risky operation shall be provided by the service provider at his own cost.
 32. Agreement for the work will be drawn up in PWD P1 contract with adopted mutatis-mundatis form of Govt. of Orissa and these terms & conditions for a part of the agreement.
 33. The successful Tenderer shall have to execute an agreement in P.W.D. P1 Contract form with the Executive Engineer L.I. Division, Kendujhar within 10 days from the date of receipt of the Work order in non-judicial Stamp paper worth Rs. 21.00. The cost of the Stamp paper for agreement will be borne by the Tenderer. The Tenderer will be allowed to enter in to an agreement with the consignee only after the initial Security deposit in full has been furnished by him. Non entering in to agreement shall lead to forfeiture of Earnest money and cancellation of the Work order .The Work order may be placed to other participants or to any other licentiate contractor competent to execute the work if the approved Tenderer fails to execute the agreement within the stipulated time period or fails to execute the work within the stipulated time period.
 34. In case of discrepancy in item / items of the Tender call Notice / Tender schedule along with Terms and Conditions of the Tender, decision of the competent authority to approve the Tender shall be final and binding.
 35. The Tenderers should note that, the work will have to be completed within stipulated period as mentioned in the work order commencing from the date of issue
 36. Tender documents can be down loaded from Official Web site of Govt. of Odisha (<http://www.tendersorissa.gov.in>) & on payment of cost of Tender documents i.e. as per DTCN Column No.05 for each set of Tender document in shape of demand draft in favour of the Executive Engineer, L. I. Division, Kendujhar payable at Kendujhar and submit the demand draft in a separate envelope marked " Cost of Tender document down loaded from Internet" with the Tender documents. The authority will not be responsible if any portion of down load document differs from the approved Tender documents available in the Office of the Executive Engineer, L.I. Division, Kendujhar. The down load facility will be available up to the last date & time of sale of Tender paper.
 37. The Engineering graduates / Diploma holders having contractor license and participating in the Tender without EMD must be present at the date , time & the venue of the opening of the Tender with their original valid registration certificate, for their claim for exemption of EMD or else the said tender will be rejected at the spot.
 38. The rates should be quoted in figures in the prescribed BOQ.
 39. The contractor will be responsible for payment of all royalties other charges for quarrying materials. All local taxes inclusive of Octroi Charges, Ferry & Tollage charges are to be paid by the contractor.
 40. GSTas applicable, & Worker's Welfare Cess @ 1% and any other Taxes leviable will be deducted from the bill.

41. The Tenderer has to furnish the photo copy of the original GST Registration Certificate / IT PAN card / Up to date ITCC / Labour contract license along with the Tender failing which the Tender will be treated as non-responsive and liable for rejection.
45. It should be understood clearly that no claims whatever will be entertained.
46. The Tenderers are required to go through each clause of PWD form P1 addition to the clauses mentioned herewith before tendering.
47. No part of the contract shall be sublet without written permission of the Executive Engineer L.I. Division, Kendujhar or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
48. No contractor will be permitted to furnish their Tender in their own manuscript papers.
49. The Tenders containing extraneous conditions not covered by the Tender call notice is liable for rejection.
50. The rate of materials to be quoted should bear the cost of materials, excise duty , packing, forwarding, freight, insurance, GST, entry tax, Testing works, inspection charges & transportation cost to the site.
51. Income tax as admissible under rules from time to time on the gross amount of bills will be deducted from the contractor's bill. Surcharges as applicable by the IT act will also be levied over and above the Tax.
52. Sales Tax as admissible under rules from time to time on the gross amount of bill will be deducted from the Contractor's bill.
53. The Tenderer shall bear cost of various incidental charges necessary for the work such as compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also sums which may become payable due to operation of workman's compensation act.
54. The Companies or Individuals registered with Works Department / Public Health Department and Electrical Department having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put Tenders for this composite work and documentary evidence under appropriate act in support of their legal competency and expertise to execute Civil, Electrical & P.H works invariably should accompany their Tender papers. The Civil Contractor in order to take part in "Turn Key" Tender should enter in to a joint venture agreement with eligible / Electrical Contractor (associate with the joint venture) and a copy of such agreement after due registration should be furnished along with the Tender. If the Civil Contractor is having registration in P.H and Electrical works under the same name and style the Question of joint venture does not arise. The Tender paper shall bear signature of authorized person of the Tenderer, the letter of authorization should accompany Tender papers. The authorization should clearly indicate the name of legal person to sign and enter in the agreement and receiving payment and will be responsible for all contractual obligations for execution of work.
The contractor is required to pay royalties to the Govt. as fixed from time to time and produce such documents in support of their payment to the Executive Engineer, L. I. Division, Kendujhar along with their bills failing which the amount of royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the Revenue Department.
55. The tender submitted in the Wrong box shall not taken in to the consideration.
56. 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 twelve months after completion of works or if any , the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims what so ever in this regard will be entertained.
57. Under section 1 of Contract Labour Regulation Act 1970 the contractor who undertakes execution of work through labour should produce valid licence from the Licensing Authority of Labour Department.

58. In case of any complaint by the Labour working about the non-payment or less payment of wages as per latest minimum wages act, the Executive Engineer, L. I. Division, Kendujhar has the right to investigate and if the contractor is found to be 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.
59. The contractor shall not employ any child labour.
60. The rates quoted by the contractor shall cover the latest approved rates of labour, materials, POL and royalties, approach road etc are the responsibilities of the contractor.
61. The bill in triplicate with all the relevant documents mentioned above should be submitted through the concerned Junior Engineer (Electrical) for Electrical works & Power supply works and through the concerned Junior Engineer (Civil) for Civil works & installation works which should routed through Assistant Engineer (Civil) of Lift Irrigation Department for pass and payment by the Executive Engineer, Lift Irrigation Division, Kendujhar.
62. The materials at work site for power supply works may be inspected by an authorized Officer of OLIC or jointly by the Officers of OLIC and DISTCO before or after utilization of the same. The materials found not suitable during the inspection will be rejected and the contractor before energisation of the project should replace those materials.
63. Under no circumstances interest is chargeable for the dues, additional dues if any payable for the work.

SPECIAL CONDITIONS OF CONTRACT

1. Changes in Constitution of Firm:

In the case of tender by a partnership firm, any change in the constitution of the firm shall be forth with notified by the Service Provider to the Executive Engineer/Superintending Engineer for his information. In case of failure to notify the change in the constitution within 15 days, the Executive Engineer/Superintending Engineer may by notice in writing, rescind the contract and the security deposit of the Service Provider shall thereupon stand forfeited and be absolutely at the disposal of the Governor of Orissa and the same consequence shall ensure as if the contract had been rescinded thereof and in addition the Service Provider shall not be entitled to recover or be paid for any work there for actually performed under the contract.

2. Workmen Compensation Act VIII of 1923:

The Governor of Orissa shall be entitled to recover in full from Service Provider any amount that the Governor of Orissa may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

3. Jurisdiction in the Event of Dispute:

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

4. Lighting & Sanitary Arrangement:

Lighting & Sanitary arrangement and supply of drinking water will be made by the Service Provider at his own cost for his labour camp.

5. Payment of Duties, Levies & Taxes:

The Service Provider shall bear all taxes including duties, levies, GST including work contract tax, entry tax, Income tax, royalties, fair weather charges, and toll gates where

necessary & **Governor of Orissa** shall not entertain any claim whatsoever in this respect. Statutory deduction of taxes as applicable shall be done from each running bill.

6. Site Clearance:

After the work is finished or completed, surplus materials and debris are to be removed by Service Provider at his own cost and preliminary works such as GST, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the Service Provider shall vacate the site within one month from the date of completion & commissioning, by making good the damages if any.

7. Works to be Carried Out

The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of and for in the full and entire execution and completion of the works. The description given in the schedule of quantities/scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage & cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

8. Sufficiency of Tender

The Service Provider shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities (DTCN part-II price bid), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works.

9. Rates:

The Tenderer shall quote their offer on '**Percentage rate**' basis for the complete work in all respects on '**Turnkey Basis**'. *The offer shall be inclusive of cost of all materials, labour, T&P inclusive of all duties, levies, cess, taxes of Central and State Government including Works Contract tax with surcharge, entry tax, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work.*

10. Transportation:

The Service Provider shall be responsible for the transportation of all materials, tools and plant, equipment and machinery to the work site as may be required at site.

11. Custody of the Materials:

The Service Provider shall be responsible for safe custody of the materials at site and the Governor of Orissa will not be responsible for any loss or damage of the property at site.

12. Construction Schedule:

The Service Provider shall submit a detailed work schedule in the form of Bar Chart along with his tender/before signing of agreement indicating the detailed break-up of the job. This will include all operations from procurement of materials to final testing at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the Service Provider shall be revised by the Executive Engineer and approved with necessary modification if any after acceptance of the tender. The service provider shall

furnish 6 copies of the approved schedule within a time to be intimated to him before drawl of the agreement. The approved Bar Chart shall form a part of the agreement. This approved schedule shall be binding on the service provider.

In addition the Service Provider shall submit PERT Chart in commensurate with the approved Bar Chart within 7 days of signing of the agreement. The PERT Chart on approval by the Executive Engineer shall be used to monitor the various project activities at micro level.

13. Security Deposit:

The tenderer whose tender is selected for acceptance shall make an security deposit of **2% (two percent)** of the accepted tender amount together with the earnest money deposited with the tender which forms the initial security deposit (ISD) within 7 days of issue of letter of intent and sign the agreement in the prescribed form within **7 (Seven) days** of issue of letter of intent/as instructed after depositing the balance ISD. The ISD shall be deposited in shape of NSC / POTD / Post Office Savings Bank Account / K.V.P./ Bank Draft of Schedule Bank duly pledged in favour of the **E.E., L I Division, Kendujhar** payable at **Kendujhar** No tender shall be accepted unless required amount of security money is deposited.

In addition to the **SD, 3%** of the bill amount shall be deducted from each bill towards the security deposit. The earnest money deposit, the initial security deposit before and after acceptance of tender together with the subsequent deduction from the service provider's bill shall form part of the security deposit equivalent to 5% of the contract value for the due fulfilment of the contract.

The security deposit is refundable after 18 (Eighteen) months from the date of satisfactory completion & commissioning of the work and handed over to Panipanchayat provided that the service provider's final bill has been paid. If however there is inevitable delay in payment of final bill the earnest money deposit and initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

14. Monitoring of the Project:

Time is the essence of the contract. The execution of the project shall be closely monitored to ensure that quality; cost & time of the project are not compromised in any manner.

The Service Provider shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Executive Engineer vis-à-vis the approved bar chart & PERT Chart & any deficiency observed thereto shall be communicated to the Service Provider. The Service Provider shall have to make up the deficiencies within the specific time period communicated to him by the Executive Engineer failing which the service provider shall be liable for action .

In addition, the service provider shall submit monthly day wise work program one month in advance to Executive Engineer for approval under intimation to the Superintending Engineer to ensure speedy implementation of the work and effective monitoring at all levels.

15. Site Order Book:

A site Order Book shall be issued to the Service Provider by the Engineer-in-charge or his representative. The Service Provider shall keep this Book always at site and any special order or instruction to be issued to the service provider shall be recorded in this Book by the Engineer-in-charge or his representative. The Service Provider shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the department but will remain during the period of the progress of the work with the Service Provider. The safe custody of the site Order Book during this period shall be the responsibility of the Service Provider. After completion of the work, the Book shall be returned back by the Service Provider to the Engineer-in-charge, which will be enclosed in the final bill.

16. Guarantee:

Defect liability period is 18 (Eighteen) months. During this period, the service provider shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

17. Land:

The department may provide land if available for construction of site office to the service provider on payment of usual rent.

18. Unilateral stoppage of work:

Unilateral stoppage of work by the Service Provider without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the Governor of Orissa reserves the right to take such actions as it may be deemed fit.

19. Resident Engineer:

The Service Provider shall engage for this work competent, qualified and authorised resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the service provider in his absence in receiving directions from officers of the Department, which will be binding on the service provider .

20. Force Majeure:

Neither the Service Provider nor the Executive Engineer shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

21. Damages to Persons and Property:

The Service Provider shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The Department/Corporation does not take any responsibility on this account.

22. Attention to Urgent Works:

If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the service provider is unable and unwilling at once to carry out, the Engineer-in-charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the service provider or be adjusted against any sum payable to him.

23. Safety Devices:

i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that can not be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.

The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

ii) **Working platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.

iii) **Safe means of access:** Safe means of access shall be provided to all working platform and other working places.

iv) **Precaution against electrical equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.

v) **Preventing public from accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The service provider shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the service provider, be paid to compromise any claim by any such person.

The Service Provider not to come cause blockage of traffic /disruption of the traffic

vi) **Demolition:** Before any demolition work is commenced and also during process of work: a) all roads and open areas adjacent to the work site shall either be closed or suitably protected, b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged, c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding, d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.

vii) **Personal safety equipment:** All personal safety equipment shall be made adequately available by the service provider for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The service provider shall take adequate steps to ensure proper use of the equipment by persons concerned.

viii) **Precaution against fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

24. Rescission of Contract:

Subject to other provisions contained in this clause the Executive Engineer of the Department may without prejudice to his any other rights or remedy against the service provider in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

i) If the service provider having been given by the Executive Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the Service Provider being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

iii) If the Service Provider has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Executive Engineer (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Executive Engineer.

iv) If the Service Provider fails to comply with the provisions of clause-14 of this Section & other relevant clauses mentioned elsewhere in this DTCN.

v) If the Service Provider fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Engineer.

When the Service Provider has made himself liable for action under any of the cases aforesaid, the **Executive Engineer, L. I. Division, Kendujhar /Superintending Engineer of the circle** shall have the powers to rescind the contract (of which rescission notice in writing to the

service provider under the hand of Executive Engineer shall be conclusive evidence), **20% of the value of the left over work** will be realized from the service provider as Penalty

25. In case of rescission of contract as per clause 24 of this Section the service provider shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the service provider

26. Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders.

i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the Service Provider thereupon necessarily and properly pays such taxes/levies the service provider shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the **Executive Engineer, L. I. Division, Kendujhar** (whose decision shall be final and binding on the Service Provider) attributable to delay in execution of work within the control of the Service Provider.

ii) The Service Provider shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.

iii) The Service Provider shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

27. Other statutory duty, Tax such as I.T., S.T., Cess etc. will be deducted at sources from the bills of the service provider and deposited with concerned authority.

28. Royalty at the prevailing rate on minerals will be deducted from the bills of the service provider and deposited with concerned authority.

29. Fair wages clause:

(a) As per Clause 34(a) of Fair Wage Act – The service provider shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labourer for work done by such labourers fair wages.

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

The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Service Provider to any labourer for the work done by such labourer is less than the wages as per sub-paragraph-I above.

(b) The Service Provider shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.

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

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

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

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

(g) ORISSA PWD/Electricity Department Contractor's Labour Requirement

1) Short title – These regulations may be called “The Orissa Public Works Department Contractor's Labour Regulation”.

2) Definitions – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say -

i) “**Labour**” means a worker employed by a Service Provider of the Orissa Public Works Department / directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.

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

iii) “**Service Provider**” shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

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

h) Display of notices regarding wages, etc. -

The Service Provider shall –

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

(b) Send a copy of such notices to the Engineer-in-charge of the work.

i) Payment of wages -

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

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

j) Fixation of wage period

(1) The Service Provider shall fix the wage period in respect of which the wages be payable.

(2) No wage period shall exceed one month.

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

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

(5) All payments of wages shall be made on a working day.

k) Wage book and wages cards, etc. -

(1) The Service Provider shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars -

(a) Rate of daily or monthly wages.

(b) Nature of work on which employed

(c) Total number of days worked during each wage period

(d) Total amount payable for the work during each wage period.

(e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.

(f) Wage actually paid for each wage period.

(2) The Service Provider shall also maintain a wage card for each worker employed on the work.

(3) The Executive Engineer may grant an exemption from the maintenance of wage bond, wage cards to a service provider who, in his opinion - may not directly or indirectly employ more than 100 persons on the work.

l) Fines and deduction which may be made from wages –

(i) The wages of a worker shall be paid to him without and deduction of any kind except the following -

(a) Fines

(b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.

(c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.

(d) Any other deductions which the Orissa Government may from time to time allow.

(II) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(III) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.

(IV) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of 60 days from the date on which it was imposed.

m) Register of fines, etc.-

(I) The Service Provider shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

(II) The Service Provider shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

n) Preservation of register -

The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 months** after day of the last entry made in them.

o) Powers of Labour Welfare Officers to make investigation or enquiry -

The Labour Welfare Officers or any other persons authorized by the Orissa Lift Irrigation Corporation Ltd. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the service provider , sub-contractor in regard to such provisions.

p) Report of Labour Welfare Officers -

The Labour Welfare Officer or others authorized as aforesaid shall such a report of the results of his investigation or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the service provider bill be made and the wages and other dues be paid to the labourers concerned.

q) Appeal against the decision of Labour Welfare Officer -

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

r) Inspection of register -

The Service Providers shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Orissa Lift Irrigation Corporation Ltd. on his behalf.

s) Submission of return -

The Service Provider shall submit periodical returns as may be specified in schedule time.

t) Amendments -

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

u) The terms and conditions of the agreement have been read by Me/Us and I/ we certify that I/We clearly understand them and agree to abide by them.

30. The Drawings and specification of works can be seen at the office of the Executive Engineer, L.I .Division, Kendujhar during working hours and days. Complaints at a future date that the drawings and specifications have not been seen cannot be entertained.

31. No Departmental materials will be supplied to the Contractor from the Departmental Store unless under special circumstances when the Department feels it essential.

32. The Department will have the right to supply at any time in the interest of work any Departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rates of such materials will be at the Stock issue rate fixed by the Department plus Storage charges or market rates whichever is higher.

33. The contractor should be fully liable to indemnify the Department for payment of any compensation under workman's compensation act – VIII of 1823 on account of the Workman being employed by him and the full amount of compensation paid will be recovered from the Contractor.

34. Every Tenderer must examine the details specification of works and materials before submitting his Tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities of items of work mentioned in the schedule attached to the Tender as may be considered necessary to complete the work fully and satisfactorily. Such increase shall in no case invalidate the contract or rates. It shall be definitely understood that the Department does not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alternation by omission or addition or deduction and such omission, deductions shall in no case invalidate the contract and no extra monetary compensation will be entertained.

35. The Contractor shall make all arrangements for proper storage of materials. But no cost of raising shed for the storage of materials and pay of Watchman etc will be borne by the Department. These are all to be borne by the contractor. The Department is not responsible for theft of materials at site. It is Contractor's risk. Under any such plea if the Contractor stops the work, he shall have to pay the penalty as per clause of P1 Contract.

36. Baling out of water from the foundation either rain water or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks , level pillars , profiles and benching and levelling ground where required . The rates quoted should be for finished items of work inclusive of those incidental items of works.

37. The Tenderer shall have to abide by the CPWD Safety code introduced by the Govt. of India, Ministry of work, Housing and Supply in their standing orders No. 44 to 46 Dt. 25.11.1957.

38. The Contractor will be responsible for the loss and damage if any of the Departmental materials, equipments supplied to him during execution of work due to reasons what so ever and the cost of such materials will be recovered from him at the prevailing Stock issue rates plus storage charges or market rates which ever is higher.

39. The Contractor should arrange at his own cost necessary tools and plants required for the efficient execution of works and rates quoted should be inclusive of the running charges of such tools and plants and cost of consumables.

40. In the event of any delay in the supply of detail drawings for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor, but no claim for monetary compensation will be entertained under any circumstances.

41. Every Tenderer is expected before quoting his rate to inspect the site of proposed work. He should also inspect the quarries, factories, company sale Centres and satisfy himself about the quality, availability of materials, medical aids , labour and food stuffs etc and the rates may be inclusive of all these items of works in every case the materials must comply with the relevant specifications of the Tender.

42. The Department will not however after acceptance of contract rate, pay any extra charges for lead or any other decision in case the contractor is found later-on to have miss-judged the materials available.

43. All the materials supplied by the contractor should be of best quality and should be got approved by the Engineers in charge before they are used in the work.

44. After completion of work the contractor shall arrange at his own cost all requisite equipments for testing if found necessary and bear the entire cost of such test.

45. At the time of commissioning of the project the Beneficiary is to be informed by the contractor to be present at site. The trial run of the Pump set and delivery of water through pipe at the project should be done in presence of the Beneficiary.

46. After completion of the Project the materials fitted at the project should be handed over to the Beneficiary and copy of the same should be submitted along with the bill.

47. The works bill of the contractor will be paid after receipt of a report from the beneficiary that the work has been completed in all respect as per the work order issued and the project has been successfully trial run in his presence and the project has been taken over by him.

48. The HDPE Pipes are to be procured only from the EPM Registered firms located in the state of Odisha.

49. Tenderers may at their opinion quote reasonable rate for each item of work carefully so that in one item it is not unworkably low and other too high.

50. If the contractor quotes abnormally low rates for some items and the Department decides to accept his Tender then the Department would have discretion of withholding the differential cost between such highly low rates of items and schedule of rates from their payments due against other items till such low rates items are completed.

51. The testing charges of materials including expenditure for collection / transportation of samples / specimen etc will be borne by the contractor. The collection of samples and testing are to be conducted both prior to execution and during execution as may be directed by the Engineer in charge and in both the counts the cost shall be borne by the contractor.

52. The contractor shall supply sample of all materials fully before procurement for the works for testing and acceptance as may be required by the Site Engineer in Charge.

53. The K.B bricks should be well burnt and of good quality and should be approved by the site Engineer in charge and should confirm the minimum strength as per National Building Code.

54. On completion of the Power supply works the Contractor will arrange for inspection of Deputy Electrical Inspector / Assistant Electrical Inspector or any Authorised Officer for electrical inspection as the case may be and obtain the formal approval for energisation of Sub-station as well as the Bore Well Project. The fees payable for such inspection will be paid by the Executive Engineer L. I. Division, Kendujhar in shape of Treasury challan in appropriate head of account or may be reimbursed by the contractor if paid by him in advance.

55. The execution of H.T / L.T line , installation of Substation etc for Power Supply to the Bore Well Project will be executed under the direct supervision of the concerned Electrical Engineer of DISTCO). However handing over of site and layout is the responsibility of OLIC Engineer – in charge.

56. The contractor shall also do liaison with DISTCO for connection or shut - down of power line for charging the substation as well as Bore Well Project, and handing over of the electric line and substation to DISTCO after completion of work, maintaining all the required formalities with DISTCO to energize the Bore Well Project. The liaison for execution of electrical agreement by

Beneficiary with respective Executive Engineer of DISTCO is also the responsibility of the contractor. The Beneficiary will pay the fees of service connection & security deposit required for the purposes to the DISTCO.

57. Payment will be made after completion of work, handing over of electric line and substation to DISTCO, and after completion of all formalities with DISTCO.

58. Any defect that occurs within 18 (Eighteen) months of commissioning of the project to the Civil works, installation works, materials and power supply works should be rectified by the Contractor within 7 days time at the latest after getting information telephonic, verbal from concerned Junior Engineer / Assistant Engineer or Executive Engineer of OLIC.

Failure to do so , Lift Irrigation Department may take up the work by engaging any private contractor or any agency without any further intimation since saving standing crops is a sensitive issue. In such case the total cost involved will be deducted from the security deposit of the contractor.

59. The contractor will have to purchase the electrical power supply materials only from the Firms having valid GST Registration Certificate and also from the approved firms of Electrical Dist.Co in the jurisdiction of which the project is situated. The authenticity of purchase along with Warranty /Guaranty certificate and Test certificate of such major materials i.e. transformers, PSC poles, Electrical conductors, AB Cable, Lightning Arresters, A.B. switches , Distribution boxes as may be required by the Executive Engineer, Lift Irrigation Division, Kendujhar, or / and respective Executive Engineers of Electrical Dist.Co shall have to be submitted by the contractor.

The materials those to be supplied by the contractor should confirm to the latest ISI / CPRI specifications and in the absence of such specifications the specifications to be made by the Executive Engineer, Lift Irrigation Division, Kendujhar.

60. The materials at work site for power supply works may be inspected by an authorized Officer of OLIC or jointly by the Officers of OLIC and DISTCO before or after utilization of the same. The materials found not suitable during the inspection will be rejected and the contractor before energisation of the project should replace those materials.

61. The contractor shall be responsible for safe custody of materials at work site till handing over of the same to the authorized Officers of Elect.Dist.Co after completion of work and energisation of Bore Well Project . In no case OLIC will be responsible for loss and damage of materials in work site.

62. During execution of power line work damages caused to any Govt.property / private property like underground cable, electric cable, metal / bitumen / concrete road etc will be compensated by the contractor at his own risk and cost.

63. An affidavit should be furnished by the contractor at the time of submission of tender papers about the authentication of tender documents including bank guarantee (vide Govt. of Orissa Works Department code – 14 / 2004 – 9414 , dt. 8.6.2004, concurred by Law Department and

Finance Department vide their UOR No. 1242 dt. 5.8.2003 and No. 195 / WF – 1, Dt. 4.3.2004 respectively) failing which the tender will be liable for rejection. The original affidavit only will be accepted. The name of the work must be mentioned in the affidavit. In case of an affidavit for multiple work, the certified copy of the same is to be furnished along with the Tender.

64. In case of materials in schedule like Pump sets, Starters, Cables, Pipes etc. the Firms who have proven track record will given preference for procurement.

65. While deciding the Tender the track record of the Tenderer will be taken in to consideration.

66. The Tenderer should fill up the requisites on Technical specifications of pump sets, control panel, and XLPE Cable mentioned in the Format enclosed in Annexure-I, II, & III respectively for the supply items which should be submitted in the Technical bid for evaluation.

TECHNICAL SPECIFICATION OF CIVIL& ELECT. PORTION OF WORK

1. Location : The Executive Engineer, Lift Irrigation Division, Kendujhar will provide the list of sites and locations.

2. Intent of this Section

The intent of the section is to provide information related to execution of works.

3. Scope of Work

(A) General

Installations of successful River lift projects as per section – 1 are as follows:

- (i) The Service Provider is to draw the power supply line which includes
 - a) drawal of 3 phase 11 KVA line with 10 Mtr. long PSC pole support in 50 Mtrs. span with 55 sqmm insulated conductor as required of Elephant Corridor.
 - b) to draw 3 phase 4 wire L.T. line with 9 Mtr. long PSC pole support in 40 Mtrs. span with 3 x 55+1x35 sqmm / 3x35 +1x25 sqmm AB cable as required of Elephant Corridor for energisation depending upon the load
 - c) To construct 11/0.416 KVA star rated 25 KVA /63 KVA DP mounted substation as required with PSC pole of 10mtr length Elephant Corridor.

The Service Provider has to install centrifugal monoblock pumpsets, control panel, laying PVC/GI pipe line of specified size and length, construct civil construction etc as required. All materials should be as per BIS standard.

d) The Service provider has to make liaison with the DISTCOM officials for charging the project including HT,LT and MV inspections.

The above scope of works is not exhaustive but gives only an idea about the type of work involved. Any other items / works, which have not been specifically mentioned but required for completeness and soundness of the systems, shall be automatically covered within the scope of work & no extra claim shall be entertained due to such coverage.

4. Site Plan :

The site plan/ plot will be provided by Executive Engineer, L.I. Division, Kendujhar

5. Site Visit / Field Check :

The tenderer shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, 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.

6. Format Language and Units:

The language of all documents shall be in English. Units of measurement in the documents, on the drawings, and the submissions shall be in S.I/ Metric Units.

7. Detailed Designs & Drawings of Works, their Submission and Approval:

The Service Provider is supposed to have the best of the expertise available in the field for installation of pump sets, drawal of HT,LT line, Erection of substation and energisation The Service provider shall supply all the documentation etc. asked for or implied in this section or elsewhere in the specification (refer Schedule – 'H' & 'I').

Approval of designs, or equipment supplied by the service provider shall not relieve the service provider from any of his contractual responsibilities or obligations, if any rectification or replacement is felt necessary at a later stage.

8. Quality of Material and Workmanship:

All the materials supplied by the service provider shall be best of their respective kinds and shall comply with latest revisions of Indian Standards.

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

9. Construction & Erection Facilities:

Water, power, accommodation and storage of materials for construction, erection at site shall be arranged by the service provider at his own cost. The power supply & consumption during the construction stage shall be the responsibility of the service provider & no extra payment shall be made on account of this. Department will provide water for testing, trial running & commissioning of the project. The power supply and consumption during testing and commissioning shall be the Service Provider's responsibility.

10. Inspection & Testing:

a) For all materials, the service provider shall have to furnish Manufacturer's test certificate and CIPET pre & post Inspection report wherever applicable for PVC/ HDPE pipes and as per IS:4984/1995(re-affirmed 2002) with amendment No.1,2, 3,4&5 and as per the direction of the Engineer-in-charge.

b) Inspection by the Engineer-in-charge of the Department shall not relieve the Service Provider of his liability for rectifying the defects which may subsequently appear or be detected during testing and commissioning or subsequent operation. After rectification of the defects or replacement, the equipments shall be re-tested to the satisfaction of the Department.

c) All equipments, labor, tools & plants, instruments and other facilities for testing shall be provided by the service provider. He shall also maintain records of all the tests and furnish copies of the same to the Department.

d) **10% of the pump sets and starters at random of the supply are to be tested in the Pump Testing Laboratory of OLIC located at Lift Irrigation Division, Kendujhar. The cost of testing including to and fro transportation is to be borne by the Service Provider.**

e) Whenever untested materials are used, written permission from the Engineer-in-Charge shall be obtained. Manufacturer's test certificates shall be furnished by the Service Provider for such equipments and materials used.

f) 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 service provider & rejected materials shall have to be replaced by the Service Provider by approved material at his cost.

11. Completion Schedule:

The time is the essence of this contract. The entire job is to be completed within a time frame of **2 (two)** months from the date of issue of work order by the Executive Engineer, L I Division, Kendujhar. The tenderer shall submit a Bar Chart indicating starting and completion dates of each activity such as submission of designs & drawings, site mobilization, procurement of materials and equipments, transportation, execution, assembly/ erection, testing, trial running and commissioning without which the tender shall be liable for rejection and as per direction of Executive Engineer.

12. Tendering:

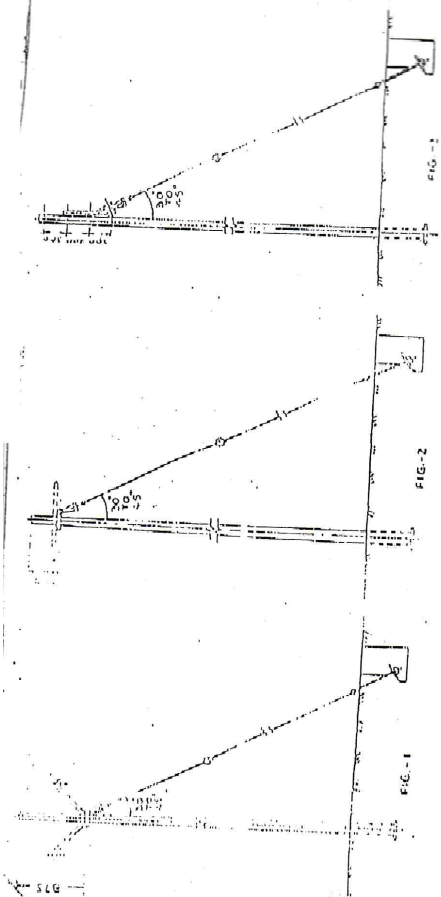
The tenderer will be given a chance to suggest suitable modifications/ alterations within the scope of technical specification, which will be discussed at length, and the Department's decision shall be communicated to them. Ordinarily, modifications of technical specifications during execution of the work shall not be permitted excepting in cases where such a modification is warranted due to technical requirements.

13. Tender Drawings:

The tender drawings submitted by the service provider /firm in their offer are subjected to change during detailed design if so required from technical considerations without extra financial implications.

DRAWING SECTION

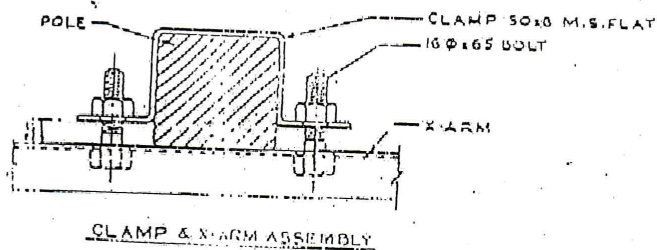
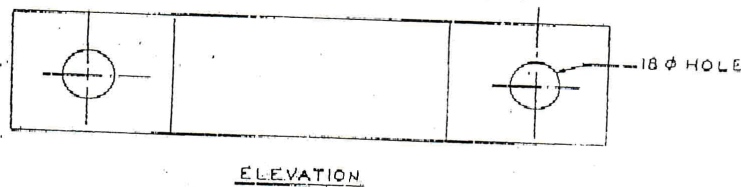
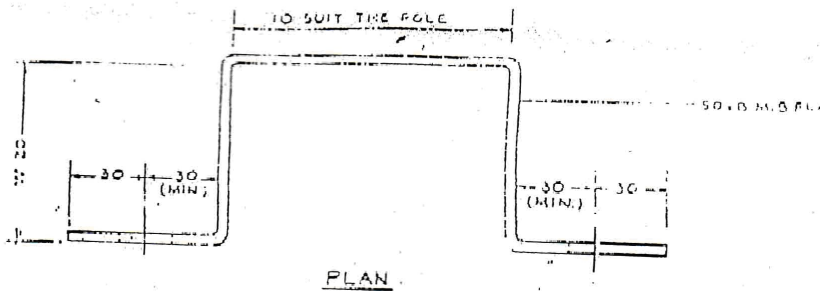
REC
CONSTRUCTION STANDARDS
G-2



NOTES:-
1. SINGLE GUY ARRANGEMENT AS PER FIGURE 1 & 2 CAN BE USED WHEN TOTAL TENSION TO BE TAKEN ON THE GUY DOES NOT EXCEED THE FOLLOWING LIMITS:-
SIZE OF GUY WIRE MAXIMUM TENSION
7/8" 50,000 LB
1" 75,000 LB
1 1/8" 100,000 LB
1 3/8" 125,000 LB
2" 150,000 LB
2 1/2" 175,000 LB
3" 200,000 LB
3 1/2" 225,000 LB
4" 250,000 LB
4 1/2" 275,000 LB
5" 300,000 LB
5 1/2" 325,000 LB
6" 350,000 LB
6 1/2" 375,000 LB
7" 400,000 LB
7 1/2" 425,000 LB
8" 450,000 LB
8 1/2" 475,000 LB
9" 500,000 LB
9 1/2" 525,000 LB
10" 550,000 LB
10 1/2" 575,000 LB
11" 600,000 LB
11 1/2" 625,000 LB
12" 650,000 LB
12 1/2" 675,000 LB
13" 700,000 LB
13 1/2" 725,000 LB
14" 750,000 LB
14 1/2" 775,000 LB
15" 800,000 LB
15 1/2" 825,000 LB
16" 850,000 LB
16 1/2" 875,000 LB
17" 900,000 LB
17 1/2" 925,000 LB
18" 950,000 LB
18 1/2" 975,000 LB
19" 1,000,000 LB
19 1/2" 1,025,000 LB
20" 1,050,000 LB
20 1/2" 1,075,000 LB
21" 1,100,000 LB
21 1/2" 1,125,000 LB
22" 1,150,000 LB
22 1/2" 1,175,000 LB
23" 1,200,000 LB
23 1/2" 1,225,000 LB
24" 1,250,000 LB
24 1/2" 1,275,000 LB
25" 1,300,000 LB
25 1/2" 1,325,000 LB
26" 1,350,000 LB
26 1/2" 1,375,000 LB
27" 1,400,000 LB
27 1/2" 1,425,000 LB
28" 1,450,000 LB
28 1/2" 1,475,000 LB
29" 1,500,000 LB
29 1/2" 1,525,000 LB
30" 1,550,000 LB
30 1/2" 1,575,000 LB
31" 1,600,000 LB
31 1/2" 1,625,000 LB
32" 1,650,000 LB
32 1/2" 1,675,000 LB
33" 1,700,000 LB
33 1/2" 1,725,000 LB
34" 1,750,000 LB
34 1/2" 1,775,000 LB
35" 1,800,000 LB
35 1/2" 1,825,000 LB
36" 1,850,000 LB
36 1/2" 1,875,000 LB
37" 1,900,000 LB
37 1/2" 1,925,000 LB
38" 1,950,000 LB
38 1/2" 1,975,000 LB
39" 2,000,000 LB
39 1/2" 2,025,000 LB
40" 2,050,000 LB
40 1/2" 2,075,000 LB
41" 2,100,000 LB
41 1/2" 2,125,000 LB
42" 2,150,000 LB
42 1/2" 2,175,000 LB
43" 2,200,000 LB
43 1/2" 2,225,000 LB
44" 2,250,000 LB
44 1/2" 2,275,000 LB
45" 2,300,000 LB
45 1/2" 2,325,000 LB
46" 2,350,000 LB
46 1/2" 2,375,000 LB
47" 2,400,000 LB
47 1/2" 2,425,000 LB
48" 2,450,000 LB
48 1/2" 2,475,000 LB
49" 2,500,000 LB
49 1/2" 2,525,000 LB
50" 2,550,000 LB
50 1/2" 2,575,000 LB
51" 2,600,000 LB
51 1/2" 2,625,000 LB
52" 2,650,000 LB
52 1/2" 2,675,000 LB
53" 2,700,000 LB
53 1/2" 2,725,000 LB
54" 2,750,000 LB
54 1/2" 2,775,000 LB
55" 2,800,000 LB
55 1/2" 2,825,000 LB
56" 2,850,000 LB
56 1/2" 2,875,000 LB
57" 2,900,000 LB
57 1/2" 2,925,000 LB
58" 2,950,000 LB
58 1/2" 2,975,000 LB
59" 3,000,000 LB
59 1/2" 3,025,000 LB
60" 3,050,000 LB
60 1/2" 3,075,000 LB
61" 3,100,000 LB
61 1/2" 3,125,000 LB
62" 3,150,000 LB
62 1/2" 3,175,000 LB
63" 3,200,000 LB
63 1/2" 3,225,000 LB
64" 3,250,000 LB
64 1/2" 3,275,000 LB
65" 3,300,000 LB
65 1/2" 3,325,000 LB
66" 3,350,000 LB
66 1/2" 3,375,000 LB
67" 3,400,000 LB
67 1/2" 3,425,000 LB
68" 3,450,000 LB
68 1/2" 3,475,000 LB
69" 3,500,000 LB
69 1/2" 3,525,000 LB
70" 3,550,000 LB
70 1/2" 3,575,000 LB
71" 3,600,000 LB
71 1/2" 3,625,000 LB
72" 3,650,000 LB
72 1/2" 3,675,000 LB
73" 3,700,000 LB
73 1/2" 3,725,000 LB
74" 3,750,000 LB
74 1/2" 3,775,000 LB
75" 3,800,000 LB
75 1/2" 3,825,000 LB
76" 3,850,000 LB
76 1/2" 3,875,000 LB
77" 3,900,000 LB
77 1/2" 3,925,000 LB
78" 3,950,000 LB
78 1/2" 3,975,000 LB
79" 4,000,000 LB
79 1/2" 4,025,000 LB
80" 4,050,000 LB
80 1/2" 4,075,000 LB
81" 4,100,000 LB
81 1/2" 4,125,000 LB
82" 4,150,000 LB
82 1/2" 4,175,000 LB
83" 4,200,000 LB
83 1/2" 4,225,000 LB
84" 4,250,000 LB
84 1/2" 4,275,000 LB
85" 4,300,000 LB
85 1/2" 4,325,000 LB
86" 4,350,000 LB
86 1/2" 4,375,000 LB
87" 4,400,000 LB
87 1/2" 4,425,000 LB
88" 4,450,000 LB
88 1/2" 4,475,000 LB
89" 4,500,000 LB
89 1/2" 4,525,000 LB
90" 4,550,000 LB
90 1/2" 4,575,000 LB
91" 4,600,000 LB
91 1/2" 4,625,000 LB
92" 4,650,000 LB
92 1/2" 4,675,000 LB
93" 4,700,000 LB
93 1/2" 4,725,000 LB
94" 4,750,000 LB
94 1/2" 4,775,000 LB
95" 4,800,000 LB
95 1/2" 4,825,000 LB
96" 4,850,000 LB
96 1/2" 4,875,000 LB
97" 4,900,000 LB
97 1/2" 4,925,000 LB
98" 4,950,000 LB
98 1/2" 4,975,000 LB
99" 5,000,000 LB
99 1/2" 5,025,000 LB
100" 5,050,000 LB
100 1/2" 5,075,000 LB
101" 5,100,000 LB
101 1/2" 5,125,000 LB
102" 5,150,000 LB
102 1/2" 5,175,000 LB
103" 5,200,000 LB
103 1/2" 5,225,000 LB
104" 5,250,000 LB
104 1/2" 5,275,000 LB
105" 5,300,000 LB
105 1/2" 5,325,000 LB
106" 5,350,000 LB
106 1/2" 5,375,000 LB
107" 5,400,000 LB
107 1/2" 5,425,000 LB
108" 5,450,000 LB
108 1/2" 5,475,000 LB
109" 5,500,000 LB
109 1/2" 5,525,000 LB
110" 5,550,000 LB
110 1/2" 5,575,000 LB
111" 5,600,000 LB
111 1/2" 5,625,000 LB
112" 5,650,000 LB
112 1/2" 5,675,000 LB
113" 5,700,000 LB
113 1/2" 5,725,000 LB
114" 5,750,000 LB
114 1/2" 5,775,000 LB
115" 5,800,000 LB
115 1/2" 5,825,000 LB
116" 5,850,000 LB
116 1/2" 5,875,000 LB
117" 5,900,000 LB
117 1/2" 5,925,000 LB
118" 5,950,000 LB
118 1/2" 5,975,000 LB
119" 6,000,000 LB
119 1/2" 6,025,000 LB
120" 6,050,000 LB
120 1/2" 6,075,000 LB
121" 6,100,000 LB
121 1/2" 6,125,000 LB
122" 6,150,000 LB
122 1/2" 6,175,000 LB
123" 6,200,000 LB
123 1/2" 6,225,000 LB
124" 6,250,000 LB
124 1/2" 6,275,000 LB
125" 6,300,000 LB
125 1/2" 6,325,000 LB
126" 6,350,000 LB
126 1/2" 6,375,000 LB
127" 6,400,000 LB
127 1/2" 6,425,000 LB
128" 6,450,000 LB
128 1/2" 6,475,000 LB
129" 6,500,000 LB
129 1/2" 6,525,000 LB
130" 6,550,000 LB
130 1/2" 6,575,000 LB
131" 6,600,000 LB
131 1/2" 6,625,000 LB
132" 6,650,000 LB
132 1/2" 6,675,000 LB
133" 6,700,000 LB
133 1/2" 6,725,000 LB
134" 6,750,000 LB
134 1/2" 6,775,000 LB
135" 6,800,000 LB
135 1/2" 6,825,000 LB
136" 6,850,000 LB
136 1/2" 6,875,000 LB
137" 6,900,000 LB
137 1/2" 6,925,000 LB
138" 6,950,000 LB
138 1/2" 6,975,000 LB
139" 7,000,000 LB
139 1/2" 7,025,000 LB
140" 7,050,000 LB
140 1/2" 7,075,000 LB
141" 7,100,000 LB
141 1/2" 7,125,000 LB
142" 7,150,000 LB
142 1/2" 7,175,000 LB
143" 7,200,000 LB
143 1/2" 7,225,000 LB
144" 7,250,000 LB
144 1/2" 7,275,000 LB
145" 7,300,000 LB
145 1/2" 7,325,000 LB
146" 7,350,000 LB
146 1/2" 7,375,000 LB
147" 7,400,000 LB
147 1/2" 7,425,000 LB
148" 7,450,000 LB
148 1/2" 7,475,000 LB
149" 7,500,000 LB
149 1/2" 7,525,000 LB
150" 7,550,000 LB
150 1/2" 7,575,000 LB
151" 7,600,000 LB
151 1/2" 7,625,000 LB
152" 7,650,000 LB
152 1/2" 7,675,000 LB
153" 7,700,000 LB
153 1/2" 7,725,000 LB
154" 7,750,000 LB
154 1/2" 7,775,000 LB
155" 7,800,000 LB
155 1/2" 7,825,000 LB
156" 7,850,000 LB
156 1/2" 7,875,000 LB
157" 7,900,000 LB
157 1/2" 7,925,000 LB
158" 7,950,000 LB
158 1/2" 7,975,000 LB
159" 8,000,000 LB
159 1/2" 8,025,000 LB
160" 8,050,000 LB
160 1/2" 8,075,000 LB
161" 8,100,000 LB
161 1/2" 8,125,000 LB
162" 8,150,000 LB
162 1/2" 8,175,000 LB
163" 8,200,000 LB
163 1/2" 8,225,000 LB
164" 8,250,000 LB
164 1/2" 8,275,000 LB
165" 8,300,000 LB
165 1/2" 8,325,000 LB
166" 8,350,000 LB
166 1/2" 8,375,000 LB
167" 8,400,000 LB
167 1/2" 8,425,000 LB
168" 8,450,000 LB
168 1/2" 8,475,000 LB
169" 8,500,000 LB
169 1/2" 8,525,000 LB
170" 8,550,000 LB
170 1/2" 8,575,000 LB
171" 8,600,000 LB
171 1/2" 8,625,000 LB
172" 8,650,000 LB
172 1/2" 8,675,000 LB
173" 8,700,000 LB
173 1/2" 8,725,000 LB
174" 8,750,000 LB
174 1/2" 8,775,000 LB
175" 8,800,000 LB
175 1/2" 8,825,000 LB
176" 8,850,000 LB
176 1/2" 8,875,000 LB
177" 8,900,000 LB
177 1/2" 8,925,000 LB
178" 8,950,000 LB
178 1/2" 8,975,000 LB
179" 9,000,000 LB
179 1/2" 9,025,000 LB
180" 9,050,000 LB
180 1/2" 9,075,000 LB
181" 9,100,000 LB
181 1/2" 9,125,000 LB
182" 9,150,000 LB
182 1/2" 9,175,000 LB
183" 9,200,000 LB
183 1/2" 9,225,000 LB
184" 9,250,000 LB
184 1/2" 9,275,000 LB
185" 9,300,000 LB
185 1/2" 9,325,000 LB
186" 9,350,000 LB
186 1/2" 9,375,000 LB
187" 9,400,000 LB
187 1/2" 9,425,000 LB
188" 9,450,000 LB
188 1/2" 9,475,000 LB
189" 9,500,000 LB
189 1/2" 9,525,000 LB
190" 9,550,000 LB
190 1/2" 9,575,000 LB
191" 9,600,000 LB
191 1/2" 9,625,000 LB
192" 9,650,000 LB
192 1/2" 9,675,000 LB
193" 9,700,000 LB
193 1/2" 9,725,000 LB
194" 9,750,000 LB
194 1/2" 9,775,000 LB
195" 9,800,000 LB
195 1/2" 9,825,000 LB
196" 9,850,000 LB
196 1/2" 9,875,000 LB
197" 9,900,000 LB
197 1/2" 9,925,000 LB
198" 9,950,000 LB
198 1/2" 9,975,000 LB
199" 10,000,000 LB
199 1/2" 10,025,000 LB
200" 10,050,000 LB
200 1/2" 10,075,000 LB
201" 10,100,000 LB
201 1/2" 10,125,000 LB
202" 10,150,000 LB
202 1/2" 10,175,000 LB
203" 10,200,000 LB
203 1/2" 10,225,000 LB
204" 10,250,000 LB
204 1/2" 10,275,000 LB
205" 10,300,000 LB
205 1/2" 10,325,000 LB
206" 10,350,000 LB
206 1/2" 10,375,000 LB
207" 10,400,000 LB
207 1/2" 10,425,000 LB
208" 10,450,000 LB
208 1/2" 10,475,000 LB
209" 10,500,000 LB
209 1/2" 10,525,000 LB
210" 10,550,000 LB
210 1/2" 10,575,000 LB
211" 10,600,000 LB
211 1/2" 10,625,000 LB
212" 10,650,000 LB
212 1/2" 10,675,000 LB
213" 10,700,000 LB
213 1/2" 10,725,000 LB
214" 10,750,000 LB
214 1/2" 10,775,000 LB
215" 10,800,000 LB
215 1/2" 10,825,000 LB
216" 10,850,000 LB
216 1/2" 10,875,000 LB
217" 10,900,000 LB
217 1/2" 10,925,000 LB
218" 10,950,000 LB
218 1/2" 10,975,000 LB
219" 11,000,000 LB
219 1/2" 11,025,000 LB
220" 11,050,000 LB
220 1/2" 11,075,000 LB
221" 11,100,000 LB
221 1/2" 11,125,000 LB
222" 11,150,000 LB
222 1/2" 11,175,000 LB
223" 11,200,000 LB
223 1/2" 11,225,000 LB
224" 11,250,000 LB
224 1/2" 11,275,000 LB
225" 11,300,000 LB
225 1/2" 11,325,000 LB
226" 11,350,000 LB
226 1/2" 11,375,000 LB
227" 11,400,000 LB
227 1/2" 11,425,000 LB
228" 11,450,000 LB
228 1/2" 11,475,000 LB
229" 11,500,000 LB
229 1/2" 11,525,000 LB
230" 11,550,000 LB
230 1/2" 11,575,000 LB
231" 11,600,000 LB
231 1/2" 11,625,000 LB
232" 11,650,000 LB
232 1/2" 11,675,000 LB
233" 11,700,000 LB
233 1/2" 11,725,000 LB
234" 11,750,000 LB
234 1/2" 11,775,000 LB
235" 11,800,000 LB
235 1/2" 11,825,000 LB
236" 11,850,000 LB
236 1/2" 11,875,000 LB
237" 11,900,000 LB
237 1/2" 11,925,000 LB
238" 11,950,000 LB
238 1/2" 11,975,000 LB
239" 12,000,000 LB
239 1/2" 12,025,000 LB
240" 12,050,000 LB
240 1/2" 12,075,000 LB
241" 12,100,000 LB
241 1/2" 12,125,000 LB
242" 12,150,000 LB
242 1/2" 12,175,000 LB
243" 12,200,000 LB
243 1/2" 12,225,000 LB
244" 12,250,000 LB
244 1/2" 12,275,000 LB
245" 12,300,000 LB
245 1/2" 12,325,000 LB
246" 12,350,000 LB
246 1/2" 12,375,000 LB
247" 12,400,000 LB
247 1/2" 12,425,000 LB
248" 12,450,000 LB
248 1/2" 12,475,000 LB
249" 12,500,000 LB
249 1/2" 12,525,000 LB
250" 12,550,000 LB
250 1/2" 12,575,000 LB
251" 12,600,000 LB
251 1/2" 12,625,000 LB
252" 12,650,000 LB
252 1/2" 12,675,000 LB
253" 12,700,000 LB
253 1/2" 12,725,000 LB
254" 12,750,000 LB
254 1/2" 12,775,000 LB
255" 12,800,000 LB
255 1/2" 12,825,000 LB
256" 12,850,000 LB
256 1/2" 12,875,000 LB
257" 12,900,000 LB
257 1/2" 12,925,000 LB
258" 12,950,000 LB
258 1/2" 12,975,000 LB
259" 13,000,000 LB
259 1/2" 13,025,000 LB
260" 13,050,000 LB
260 1/2" 13,075,000 LB
261" 13,100,000 LB
261 1/2" 13,125,000 LB
262" 13,150,000 LB
262 1/2" 13,175,000 LB
263" 13,200,000 LB
263 1/2" 13,225,000 LB
264" 13,250,000 LB
264 1/2" 13,275,000 LB
265" 13,300,000 LB
265 1/2" 13,325,000 LB
266" 13,350,000 LB
266 1/2" 13,375,000 LB
267" 13,400,000 LB
267 1/2" 13,425,000 LB
268" 13,450,000 LB
268 1/2" 13,475,000 LB
269" 13,500,000 LB
269 1/2" 13,525,000 LB
270" 13,550,000 LB
270 1/2" 13,575,000 LB
271" 13,600,000 LB
271 1/2" 13,625,000 LB
272" 13,650,000 LB
272 1/2" 13,675,000 LB
273" 13,700,000 LB
273 1/2" 13,725,000 LB
274" 13,750,000 LB
274 1/2" 13,775,000 LB
275" 13,800,000 LB
275 1/2" 13,825,000 LB
276" 13,850,000 LB
276 1/2" 13,875,000 LB
277" 13,900,000 LB
277 1/2" 13,925,000 LB
278" 13,950,000 LB
278 1/2" 13,975,000 LB
279" 14,000,000 LB
279 1/2" 14,025,000 LB
280" 14,050,000 LB
280 1/2" 14,075,000 LB
281" 14,100,000 LB
281 1/2" 14,125,000 LB
282" 14,150,000 LB
282 1/2" 14,175,000 LB
283" 14,200,000 LB
283 1/2" 14,225,000 LB
284" 14,250,000 LB
284 1/2" 14,275,000 LB
285" 14,300,000 LB
285 1/2" 14,325,000 LB
286" 14,350,000 LB
286 1/2" 14,375,000 LB
287" 14,400,000 LB
287 1/2" 14,425,000 LB
288" 14,450,000 LB
288 1/2" 14,475,000 LB
289" 14,500,000 LB
289 1/2" 14,525,000 LB
290" 14,550,000 LB
290 1/2" 14,575,000 LB
291" 14,600,000 LB
291 1/2" 14,625,000 LB
292" 14,650,000 LB
292 1/2" 14,675,000 LB
293" 14,700,000 LB
293 1/2" 14,725,000 LB
294" 14,750,000 LB
294 1/2" 14,775,000 LB
295" 14,800,000 LB
295 1/2" 14,825,000 LB
296" 14,850,000 LB
296 1/2" 14,875,000 LB
297" 14,900,000 LB
297 1/2" 14,925,000 LB
298" 14,950,000 LB
298 1/2" 14,975,000 LB
299" 15,000,000 LB
299 1/2" 15,025,000 LB
300" 15,050,000 LB
300 1/2" 15,075,000 LB
301" 15,100,000 LB
301 1/2" 15,125,000 LB
302" 15,150,000 LB
302 1/2" 15,175,000 LB
303" 15,200,000 LB
303 1/2" 15,225,000 LB
304" 15,250,000 LB
304 1/2" 15,275,000 LB
305" 15,300,000 LB
305 1/2" 15,325,000 LB
306" 15,350,000 LB
306 1/2" 15,375,000 LB
307" 15,400,000 LB
307 1/2" 15,425,000 LB
308" 15,450,000 LB
308 1/2" 15,475,000 LB
309" 15,500,000 LB
309 1/2" 15,525,000 LB
310" 15,550,000 LB
310 1/2" 15,575,000 LB
311" 15,600,000 LB
311 1/2" 15,625,000 LB
312" 15,650,000 LB
312 1/2" 15,675,000 LB
313" 15,700,000 LB
313 1/2" 15,725,000 LB
314" 15,750,000 LB
314 1/2" 15,775,000 LB
315" 15,800,000 LB
315 1/2" 15,825,000 LB
316" 15,850,000 LB
316 1/2" 15,875,000 LB
317" 15,900,000 LB
317 1/2" 15,925,000 LB
318" 15,950,000 LB
318 1/2" 15,975,000 LB
319" 16,000,000 LB
319 1/2" 16,025,00

OLIC DRG 8

REC CONSTRUCTION STAND K-2



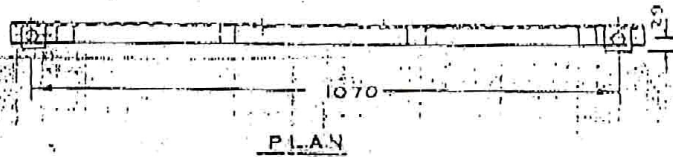
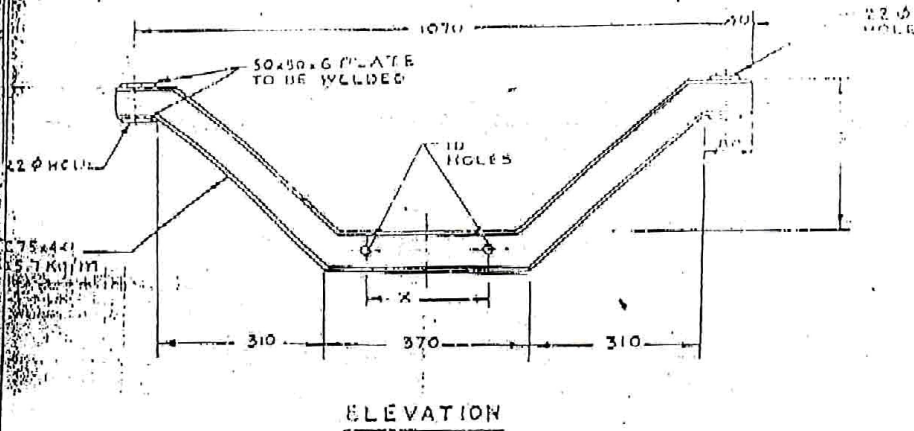
ALL DIMENSIONS IN INCH

BACK CLAMP FOR X-ARM

SCALE - N.T.S. 3/4" = 1'-0"

WIDTH OF THE POLE

O'LIC'DR I

REC
CONSTRUCTION STANDARDS
A-6

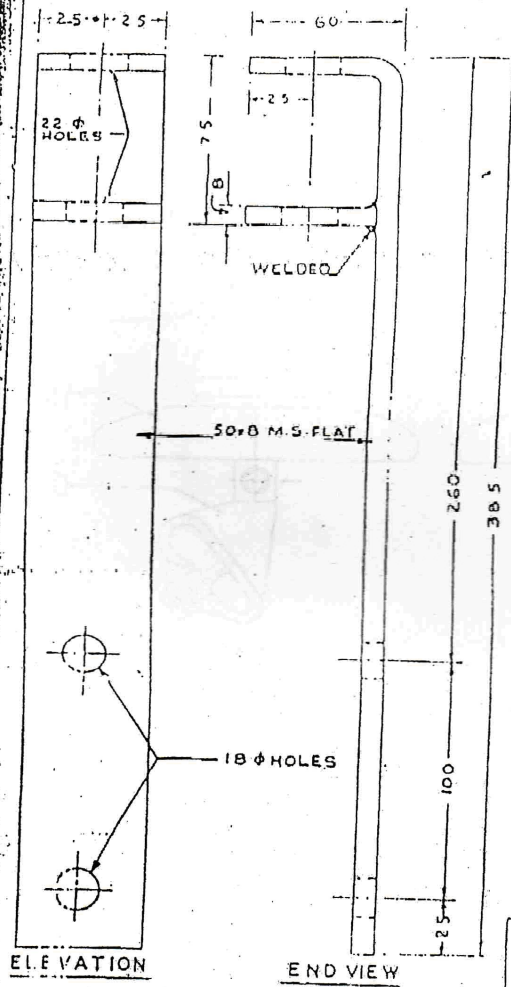
X = TO SUIT THE POLE.

ALL DIMENSIONS IN MM
UNLESS OTHERWISE INDICATED11KV LINES
V-CROSS ARM

R. SCALE 1:100

OLIC DRG 12

REC 7
CONSTRUCTION STANDARD
A-7



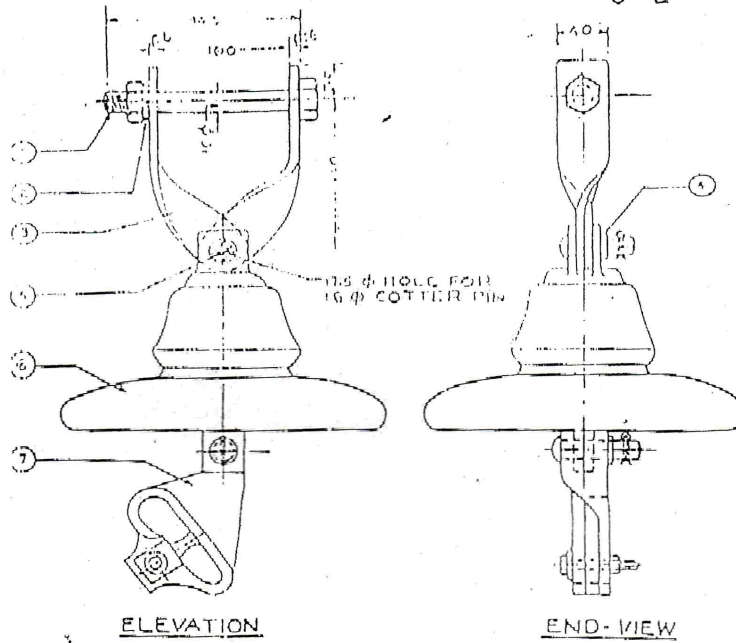
ALL DIMENSIONS IN mm
UNLESS OTHERWISE INDICATED

11KV LINES
POLE TOP BRACKET

NAME A. H. (B-7) EXCEPT FOR TOP HOLES.

SCALE: 1/2 FULL SIZE

OLIC DRG-Y REC
CONSTRUCTION STANDARD
C-2



BILL OF MATERIAL	
1 BOLT-NUT- 16 φ x 145	1
2 SPRING WASHER	1
3 CROSS-ARM STRAPS	2
4 WASHER	2
5 COTTER PIN	1
6 DISC INSULATOR	1
7 CLEVIS END CLAMP WITH 1 ALUMINIUM LINER	1

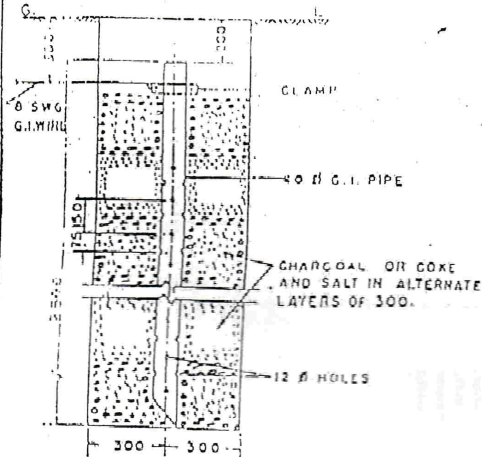
ALL DIMENSIONS IN mm
UNLESS OTHERWISE INDICATED

11KV INSULATORS & FITTINGS
CLEVIS AND TONGUE TYPE STRAIN
INSULATOR SET

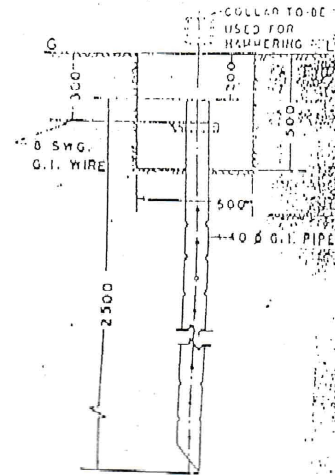
SCALE: N.T.S. SEPT.

OLIC DRG. VI

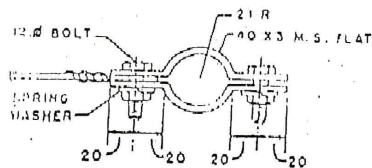
REC CONSTRUCTION STANDARDS J-2



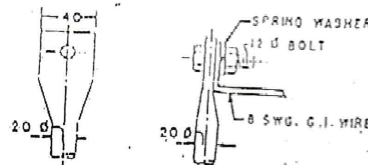
EARTHING FOR HARD, STIFF
OR MEDIUM CLAY



EARTHING FOR ORDINARY SOIL
WHERE PIPE COULD BE HAMMERED



TYPICAL DETAIL OF CLAMP
FOR PIPE EARTH



TYPICAL DETAIL OF CONNECTION
FOR ROD EARTH

NOTES:-

1. ALTERNATIVELY 200 G.I. ROD MAY BE USED INSTEAD OF PIPE

2. WATER TO BE POURD INTO SUMP TO KEEP THE SOIL SURROUNDING THE EARTH PIPE / ROD MOIST

3. FOR COIL EARTHING REFER TO CONSTRUCTION STD. J-1

ALL DIMENSIONS IN mm

PIPE / ROD EARTHING

SCALE - M.T.S. 2000

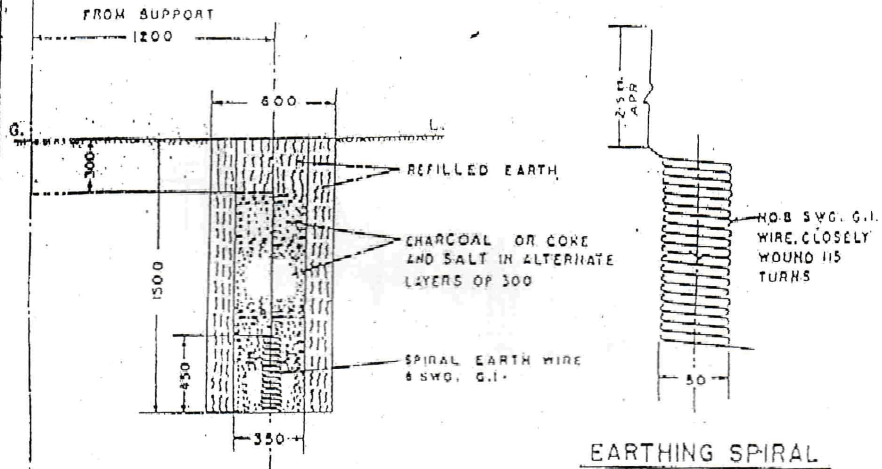
BILL OF MATERIAL	
IMPORT - 5M	1
CHANNEL NO.450 - 2800 (APP)	1
CHANNEL NO.450 - 1500 (APP)	1
CHANNEL 75-40 - 3000 (APP)	1
CHANNEL 75-40 - 1500 (APP)	1
CHANNEL 75-40 - 1500 (APP) A-B SWITCH NO.00 (APP)	2
ANGLE 50-50-50 - 2800 (APP)	3
ANGLE 55-55-5 - BRACKET FOR SUPPORTING A-B SWITCH-1000 (APP)	2
ANGLE 35-35-5 - FOR TRANSFORMER EATING DISTRIBUTION TRANSFORMER	1
A-B BREAK SWITCH HORIZONTAL TYPE	1
2 FUSE DUT - 1 PHASE	1
40W LUMINARE ARRESTING	2
DISTRIBUTING BOX	1
PETROLEUM LAMPH (40Watts 2-2)	45 REGO.
EAST PLATE (SSEFA M-1)	1
GRINDER BOARD	1
CLAMP'S NUTS,RODS, BARBED WIRE, ETC.	1-100

NOTE:
REFER E-5 FOR ADDITIONAL
PRINTING
ALL DIMENSIONS IN INCHES
UNLESS OTHERWISE SPECIFIED
DISTRIBUTION SIZE - 11 INCH
(FOR ON LINE LOGIC)
ALSO LINE
SCALING: 1/8" = 1" (SEE E-200)

O.L.F.C. DRG. VIII

77

R.E.C. CONSTRUCTION STANDARDS J-1



NOTE:-
FOR PIPE EARTHING REFER CONSTRUCTION
STANDARDS J-2.

ALL DIMENSIONS IN mm.

COIL EARTHING

SCALE - N.T.S.

SEPT -



OLIVED RG X



NOTES:

1. INSULATOR AS PER DRAWING.
2. THE UPPER GROOVE OF THE PIN INSULATOR SHOULD BE SLIGHTLY FLATTENED TO THE POSSIBILITY OF DAMAGE TO THE CONDUCTOR ON SHARP BENDS IS AVOIDED.
3. THE DIMENSIONS SHOWN IN FIG. 1 ARE MANDATORY, OTHER DIMENSIONS AND THE PROFILE ARE GIVEN FOR GUIDANCE.
4. PIN, WASHER & NUT NOT DIP GALVANIZED.



FIG. 2

ALL DIMENSIONS IN MM

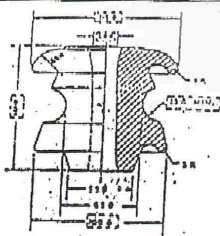


FIG. 3

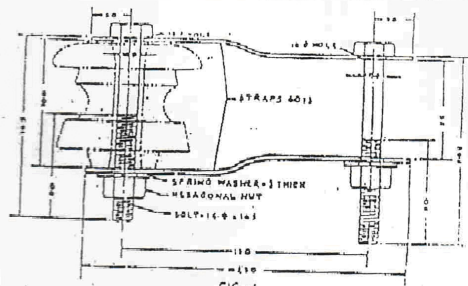


FIG. 4

INSULATOR AS PER DRAWING.
ALL OTHER PARTS NOT DIP GALVANIZED.
THE ENCLOSED DIMENSIONS IN FIG. 1 ARE
MANDATORY, OTHER DIMENSIONS
AND THE PROFILE ARE GIVEN FOR
GUIDANCE.

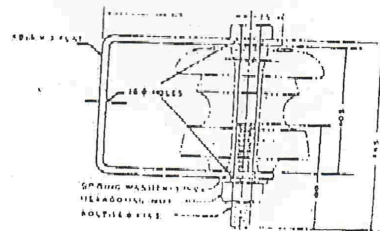


FIG. 5

SCHEDULE – A**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF
TENDER OF ABANDONMENT OF WORK BY TENDER**

1. (a) Is the applicant currently involved in any litigation relating to
any contract works Yes/No
(b) If yes, give details
2. (a) Has the applicant or any of its constituent partners been debarred /
expelled by any agency in India during the last 5 years Yes/No
(b) If yes, give details
3. (a) Has the applicant or any of its constituent partners failed
to perform/absconded/ rescinded 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
pre-qualification application will be summarily rejected.

Signature of the Tenderer

DECLARATION

- 1 I have made field check / visited the site, studied the data provided by Orissa Lift Irrigation Corporation and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I have carefully studied the conditions of the contract specification and other documents of this work and I agree to execute the same accordingly.
- 3 I solemnly pledge that I shall be sincere in discharging my duties as responsible service provider and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc.
- 4 I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
- 5 The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

Signature of the Tenderer

NO RELATION CERTIFICATE

Certified that I / We am / are not related to any officer of Water Resources Department / OLIC Ltd., of the rank of Assistant Engineer and above or any officer of the rank of Assistant Secretary above.

CONTRACTOR

FORM – A
STRUCTURE AND ORGANISATION

Name of Tenderer.
 Nationality of Tenderer.
 Office Address
 Telegraphic Address
 Telephone No. :
 Mobile No :
 E mail address
 Location of establishment

The tenderer is

1. An individual
2. A proprietary firm.
3. A limited company or limited corporation
4. A member of a group of companies (If yes, give names, address and present description of other companies.)
5. A subsidiary of large organization
(If yes, give names address of the present organization)
6. If the company is subsidiary, state what involvement if any, will the parent company have in the project.
Attach the organization chart showing the structure of the organization including the names of the Directors position of officer.
7. Number of year of experience
 - a) As a Prime contractor
 - I. In own country
 - II. Other country (specify country)
 - b) In a Joint venture
 - I. In own country
 - II. Other country (Specify country)
8. Name of the address of any associates the tenderer has in India who are knowledgeable in the procedure of customs, immigration takes and other information necessary to do work.
9. How many years has your organization been in business under your present name?
Add what were your fields were and when you establishment your organization.
When did you add new field (if any)?
9. Where you ever required for suspending construction for a period of more than six months continuously after you started ? If so, give the names of project and reason of failure.
10. Have you ever not completed any work awarded to you ?if so give name of project and reasons for not completing the work.
12. In how many projects were imposed penalties for delay ? Please give details.
13. In which fields of Civil Engineering construction do you claim specialization and Interest.
14. Give detail of your experience in modern concerning / Earth work and quality control.
15. Give details of your material testing laboratory.

Signature of tenderer

FORM – B
FINANCIAL STATEMENT

(Must be given separately for each partner in case of joint ventures)

1. Name of Firm.
2. Name of partner / Directors
3. Capital
 - a. Authorised
 - b. Issued and paid-up
- 4a. Details of the work completed and tenderer's performance record for last three years. (Vide Annexure – A)
- b. Details of work on hand and tenderer's performance record for last three years. (Vide Annexure – B)
5. Furnish Balance sheet and profit & loss statement with auditors reports for the Last three years, it should include the following information.
 - i. Working capital
 - ii. Foreign investment.
 - iii.
 - iv. Gross income
- Total liabilities
- Current ratio
 - a. Current assets to current liabilities
 - b. Total liabilities to network.
6. What is the maximum annual value of work that you can handle ?
7. Have you ever been denied tendering facilities by any Government Department / Public sector undertaking ?
(Give details)
8. List your sources of finance ?
 - a. Own resources
 - b. Bank credit
 - c. Other sources-specify if any ?
9. Certificate of financial soundness by Bank (To be signed by Senior manager of a Nationalized Bank)
10. Name and address of bank from whom reference can be obtained.
 Name :
 Address :
 Telephone No. :
 Fax No.
11. Have you ever been declared bankrupt ?
(if yes, please give details)

Signature of tenderer

FORM – C**RESOURCE PERSONNEL**

Details of key Technical and Administrative personnel who could be assigned to the work be mentioned in the following proforma.

A. Details of the Board of Directors.

1. Name of the Director.
2. Organisation
3. Address
4. Remarks

B. Key Technical and Administrative personnel

1. Individual Name
2. Qualification
3. Present position of Office
4. Professional experience and details of works.
5. Years with the tenderer
6. Language known
7. Remarks.

Signature of Tenderer

ANNEXURE - A
FORMAT FOR PERFORMANCE RECORD OF CONTRACTORS

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

Sl. No.	Jobs under execution	Agreement amount	Date of Commencement	Stipulated Date of Completion	Whether work is progressing as per programme	Reasons for delay, if any
1	2	3	4	5	6	7

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

Name of the Certifying Officer
 With Official Seal

Signature of Contractor

ANNEXURE – B

Details of the works on hand and performance for last three years as on the date of submission of pre-qualification documents in the following proforma.

(Separate form for each work)

1. Name of work _____
2. Place and Country _____
3. Total tender cost of work _____
4. Brief description of works including principal features and quantities of main items
 . _____

5. Details of works in hand
 - i. Percentage of physical completion and amount billed for the work completed.
 - ii. Cost of work remaining to be executed.
 - iii. Stipulated date of completion
 - iv. Anticipated date of completion
6. Explain for non-completion of work within stipulated time limit if so.
7. Were there any penalties / fines / stop notice / compensation / liquidated damages imposed ? Yes or No ?
 If yes, give amount and explanations.
8. Where there any fines, claims or notice field by the employer ? (Yes or No.)
 (If yes give amount and explanation)

Signature of Tenderer.

ANNEXURE – ‘C’
AFFIDAVIT

I, Sri Aged years, Son / Daughter / Wife of Sri at present residing At P.O. P.S. Dist Pin do here by solemnly affirm as follows.

- i) That, I/We possess a valid license for execution of works contract issued by * Belongs to Class & is valid up to **

I am submitting tenders before the Executive Engineer, Lift Irrigation Division, Kendujhar, Dist – Kendujhar, Odisha for execution of _____ River lift project at _____ Block of _____ District in response to Bid identification No. **EEOLICKJR-02/2026-27**

I am the authorised signatory on behalf of contractor for the tender of the work mentioned above.

- ii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the Executive Engineer, Lift Irrigation Division, Kendujhar, Dist – Kendujhar, Odisha including E.M.D. in any shape are all authentic and bonafied documents in the eyes of the law of the land.

That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of Contractor /
 Authorised Signatory

Note :

* Mention the license issuing authority.

** Mention the date up to which the license is valid.

VI. CHECK LIST
SUBMITTED OR NOT

1	From A	Structure and Organization	Yes/No
2	From B	Financial position	Yes/No
		a) Balance sheet of last three years	Yes/No
		b) Banker's certificate regarding tender's financial soundness	Yes/No
		c) True copies of Income Tax & Sales Tax clearance certificate for the last three years for domestic contractors.	Yes/No
3.	From C	Resources/ Personnel	Yes/No
4	From D	Plant/Equipment	Yes/No
5		Certificate of registration of contract attached	Yes/No
6		Documentary evidence in support of statement 4A a,b,c & B-a of General Statement attached.	Yes/No
7		Certified copy of power of attorney in case of partnership firm, limited or Corporation attached.	Yes/No
8		Documentary evidence as required in minimum pre-qualification criteria.	Yes/No
9		Affidavit for authenticity of document	Yes/No

Signature of the Contractor

Sd/-
Executive Engineer
L.I. Division, Kendujhar