



**GOVERNMENT OF ODISHA
HOUSING AND URBAN DEVELOPMENT DEPARTMENT**

DETAILED TENDER CALL NOTICE

FOR

CIVIL CONSTRUCTION WORKS

UNDER

NOTIFIED AREA COUNCIL, KODALA, GANJAM

NAME OF WORK :-

CONSTRUCTION OF MARKET COMPLEX AT KODALA, GANJAM

**EXECUTIVE OFFICER NOTIFIED AREA COUNCIL, KODALA
At/Po-KODALA, Dist-GANJAM, ODISHA, PIN-761032**

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COVER - I
TECHNICAL BID DOCUMENTS

OFFICE OF THE NOTIFIED AREA COUNCIL, KODALA
INVITATION OF BIDS (IFB)

LETTER NO: 1469/NAC

Date:10/06/2026

Tender Reference No.KOD-NAC-21/2026-27

1. On behalf of the **KODALA NAC**, on-line e-tender Percentage Rate Bids in two bid system (**Part-I-General & Technical Bid and Part-II-Price Bid or Financial Bid**) invited by the Executive Officer, KODALA NAC from the intending and eligible class/category of bidders in conformity with the Detailed Tender Call Notice for execution or the works mentioned in the DTCN. Contractor; validly registered/empalled under KODALA NAC are also eligible to participate for the works.

2. The bidders may submit bids for the following work :-

Sl. No.	Name of the Work	Estimated Cost (in Rs)	Cost of tender paper.	EMD to be deposited	Time of completion	Class of contractor
1	CONSTRUCTION OF MARKET COMPLEX AT KODALA	₹ 6,41,74,608.29	₹ 10,000.00	₹ 6,41,746	270 day	A & Special

N.B.-The quoted rate should be all inclusive but Excluding G.S.T. as applicable Under works contract.

3. The supplier of goods or service or both shall submit the tax invoice for release of payment and the tax invoice should include all the particulars and contents as required under section-31 of the CGST/SGST/IGST/UTST Act, 2017 read with rules made there under.

4. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website:

www.tendersodisha.gov.in.

5. The cost of bid document (In DD Format) and EMD/Bid Security as specified for the work as mention above In para (2) shall be paid through Term Deposit Receipt or Fixed Deposit Receipt or KVPS of any Ratio/BG as mentioned in DTCN. Finacial Instrument to be made in favaor of Executive Office, NAC Kodala, Payble at KODALA

6. The Bid documents will be available in the website: www.tendersodisha.gov.in from

Dt.16/06/2026 to Dt.03/07/2026 upto 5.00 P.M for online bidding.

7. The bidder must possess compatible Digital Signature Certificate (DSC) of Class as mentioned of Para (2)

8. Bids shall be received only“online”on or before **Dt.03/07/2026 upto 5.00P.M.&** Physical copy in closed sealed form by in between 10-11AM on Dt.04/07/2026 at KODALA NAC office

9. Bids received on line shall be opened at **11:00 A.M. on Dt.04/07/2026 in the** office of the Executive Officer, NAC Kodala in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue

10. After opening of the Financial bid, the original documents of the successful lowest bidder as per requirement of the DTCN will be verified at the offices of the undersigned within 5 (five) working days of opening of the bid.

11. Other details can be seen in the bidding documents.

12. The authority will not be held responsible for any technical snag or network failure during on- line bidding.

13. The bidder may ask questions in our e-mail Id- nackodala@gmail.com related to the tender for clarification.

14. The authority reserves the right to cancel any or all bids without assigning any reason. An affidavit is to be furnished by the contractor/bidder at the time of submitting bid document that he is not blacklisted/ defaulter contractor. The authority deserves the right to reject any or all bids without assigning any reason thereof & can impose any conditions as deemed proper before finalization of tender.

15. All future correspondence with the bidder are to be made through his/her/their registered emailed only

16. Critical data sheet:-

1. **Published date.-Dt.16.06.2026.**

2. **Bid document Download/Start sale date:-Dt.16.06.2026.**

3. **Bid Submission End date and time:-Dt.03.07.2026 upto 5:00 P.M.**

4. **Bid opening Date and time:-Dt.04.07.2026 at 11.00 A.M.**

5. Technical Presentation among qualified bidders as per stipulations made in DTCN Clause no-110 (m) will be conducted on Date and time will be notified after opening of the Technical Bid.

17. The addendum/ Corrigendum, if any, will be hosted in the website only.

Bid Document cost and EMD should as stated in the DTCN shall be deposited in online as per instruction in the portal as per IFB

Sd/-
Executive Officer
NAC ,Kodala

PROFORMA OF APPLICATION FOR TECHNICAL QUALIFICATION

SL. No.	CRITERIONS	
01.	Name of the Organization and Name of the person authorized:	
02.	Address(with Phone/Cell No., if any):	
03.	Year of Establishment:	
04.	Status of the firm whether Company/Firm/Proprietary): (Enclose Certificate):	
05.	Name of Directors/ Partners/ Proprietor:	
06.	Whether registered with the Registrar of Companies / Registrar of Firms. If so, mention number and date. Enclose copy of the Certificate.	
07.	Mention GST/GSTIN Registration No. and date: (Enclose copy of the Certificate. GST Clearance of Preceeding Financial year (Form GSTR-3B, Form GSTR-1))	
*08.	Mention PAN number: (Enclose copy of the Certificate.)	
09.	If, you are registered in the panel of other Organizations/ Statutory bodies such as CPWD, OPWD, MES, BANKS, Other Govt. Organization etc. furnish their names category and date of registration (including copies of the License/ Regd. Certificate)	
10.	<p>The bidder must satisfy at least one of the following conditions during the last 5 years. Certificate from the concerned Authority not below the rank of certified by the concerned authority not below the rank Executive Engineer /Divisional Engineer/ Project Manager/ Project Head/Director of Company must be enclosed. He/She should have executed: (<i>The current price level for similar nature of work (Building work & Bridge Construction) will be taken in to consideration as per escalation factor mentioned in DTCN Clause no-12</i>).</p> <p>1 3 similar nature of bridge construction / building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 40% of the bid value.</p> <p>2 2 similar nature of bridge construction / building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 50% of the bid value.</p> <p>3 1 similar nature of bridge construction / building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 80% of the bid value.</p> <p>However, MEP stands for Mechanical, Electrical and Plumbing which is an integral part of a building project. These are the three aspects linked to every building project that includes Design, Construction and deal with the setup, functioning & maintenance of the three major elements of a Building Project.</p> <p>However, if the bidder does not have experience in installation of lift shall not be disqualified.</p>	

Sd/-

11.	Annual turnover in any of the preceding 5 years should be the bid amount after due indexing. (Please enclose Audited Balance Sheets/Profit and loss account)	
12.	The bid capacity of the qualified bidders meeting minimum qualification should be evaluated as per following:- <u>Bid Capacity:</u> 'C'=A×N×2–B, Where, A = Maximum value of Civil Engg. Works executed in any year in preceding 5 yrs.(As per DTCN). N = No. of year prescribed for completion of works for which bids are invited. B=Value of works in hand at present price level.	
13.	Copy of M.O.U. duly notarized for the work with eligible Registered Electrical Contractor having valid H.T./ L.T. license for execution.	
14.	Copy of M.O.U from experienced Fire fighting Installation Contractor.	
15.	Declaration regarding near relatives working in the NAC KODALA/ Housing & Urban Development Department.	
	<p>N:B:</p> <p>A. The applicants are advised to furnish documentary evidences in support of all their statements to the extent feasible.</p> <p>B. The applicants may attach/enclose separate sheets of paper (information), duly certified, wherever required.</p> <p>C. The pre-qualification shall be done strictly on the basis of merit and solely at the discretion of the NAC KODAL</p>	

Sd/-
Executive Officer
NAC ,Kodala

Instruction to Bidders for e-procurement

Part-1

A .General

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

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

1.2 For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.

1.3 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules /amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Executive Officer may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

1.4 The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedy of any defects therein.

1.5 The successful bidder shall complete the works by the intended completion date specified in the Contract data.

1.6 Throughout these bidding documents, the terms " bid and tender", "EMD and Bid Security" and their derivatives (bidder/tenderer, bidding / tendering, etc.) are synonymous.

1.7 In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works 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, electrical and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, Pan card, Valid GST certificate/GSTIN (for procurement of goods) etc, at the time of purchase of tender documents but will be required for verification purpose in the later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The Successful lowest Bidder is required to produce the originals of all the scanned documents in the office of Executive Officer, NAC **KODALA** for verification within 5(five) working days of opening of the financial bid. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder.

Sd/-

Contractor

Executive Officer (Tender)

1.8 PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate(DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i)PAN card (ii)Registration Certificate(RC)/GST Certificate/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 & GSTIN. Any change of information by the bidder is to be re authenticated by the State procurement cell. After successful authentication bidder can participate in the online bidding process. The DSC used must be of appropriate class(As mentioned in para (2) IFB) issued from a registered Certifying Authorities (CA)as stipulated by Controller of Certifying Authorities(CCA),Government of India such as n-Code, Sify, TCS, MTNL, e-Mudra and is mandatory for all users.

1.8.1 Furnishing Scan copy of such documents are mandatory along with the tender document otherwise his/her bid shall be declared as non-responsive as thus liable for rejection. Bidder participating through M.O.U shall declare the authorized signatory through memorandum of understanding duly registered and enroll in the portal in the name and style of the company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

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

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

1.8.4 The tender documents uploaded by the Tender Inviting Officer in the website www.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/Guest Users can view or down load the bid documents from the web site only after the due date & time of sale.

1.8.5 Contractor exempted or availing concession from payment of EMD will be able to participate in the tender directly by uploading documentary evidences in shape of affidavit towards his eligibility for such exemption. The original affidavit is required to be furnished to the Executive Officer, **NAC KODALA** along with other originals for verification as detailed in para 1.7 above

1.8.6 The software application has the provision of payment of cost of tender document and that of EMD (bid security) through payment gateways of authorized bankers by directly debiting the account of the bidder.

Sd/-

1.8.7 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.

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

2. ELIGIBLE BIDDERS:

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

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

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

2.4 He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Offices/ 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.

Sd/-

3. QUALIFICATION CRITERIA:

3.1 For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document listed under clause 3.2 in prescribed format wherever warranted in support of qualification information. The Successful Lowest bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal for verification in the office of Executive Officer, **NAC KODALA** within 5(five) working days of opening of the financial-bid. Bids from Joint ventures are not acceptable.

3.2 The bid shall include following information and documents.

1. Copy of valid contractor's registration certificate, PAN card, GST Registration certificate & GSTIN should accompany the technical bid. GST Clearance of Preceeding Financial year (**Form GSTR-3B, Form GSTR-1**)
2. 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.
3. Copy of sub-contract agreement with eligible Registered Electrical Contractors having valid L.T. / H.T. license (Associated with the sub-contractor).
4. Details of work under progress as per tender documents.
5. Details of works executed during the last five years and works in hand (list of on-going works as per bid documents).
6. Schedule-E as per Cl.No-14 of DTCN.
7. Schedule-F as per Cl.No-14 of DTCN.

3.3 The Bidders are subject to be disqualified if they have:

1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
3. 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.
4. Indulged in unlawful & corrupt means in obtaining bids.
5. been black listed/suspended by the competent authority

4. ONE BID PER BIDDER:

4.1 Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

5. COST OF BIDDING:

5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.

5.2 All the rates and prices in the bid shall cover all taxes, viz. any other local taxes ferry, tollage charges and royalties and any other charges excluding GST as applicable under works contract.

5.3 The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.

5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

Sd/-

6. SITE VISIT: (Revised/substituted as per Works Deptt. Office Memorandum No.12366 dt.8.11.2013)

6.1 Every bidder is expected before quoting his rate to inspect the site of proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints in future date that the availability of materials at quarries has been misjudged can not be entertained. Bidders are advised to satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on an misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

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

6.3 The Officer inviting the bid / 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 tender call notice.

6.4 The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the corresponding work is to be executed and submit their bids accordingly. Establishment of site laboratory is mandatory before commencement of work

Sd/-

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

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

7.2 The bids uploaded by the Tender Inviting Officer shall consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

8. CLARIFICATION OF BIDDING DOCUMENTS:

8.1 The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in Tender call notice/Bid. The officer inviting the Bid/Procurement officer- Publisher will clarify queries related to the tender.

8.2 No paper copy of the bid shall be sold.

8.3 The Contract Data to bid shall be filled and completed in the office of Officer inviting bid. If the same are uploaded without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and submit his bid.

9 AMENDMENT OF BIDDING DOCUMENTS:

9.1 Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.

9.2 Any addendum/corrigendum/cancellation thus issued shall be part of the bidding documents and shall be notified in the website www.tendersodisha.gov.in only.

9.3 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/corrigendum/cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

9.4 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

Sd/-

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

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

11. DOCUMENTS COMPRISING THE BID:

11.1 Following documents will be deemed to be part of the bid even if not submitted with the bid.

1. Invitation for Bids (IFB)
2. Instructions to bidders (ITB)
3. Conditions of Contract
4. Contract Data
5. Specifications
6. Drawings

11.1.1 All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated location of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid .Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration /deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class .

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

- Cost of Bid Document
- Bid Security in prescribed manner

B. “Technical Bid” shall comprise.

- Declaration under the Official Secret Act, 1923
- Qualification Information and supporting documents,
- Certificates, undertakings, affidavits,

C. “Financial Bid” shall comprise.

- Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

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

12.2 For Item rate tenders the bidder shall fill in rates in figures and should not leave any cell blank .The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.

12.3 In case of percentage tender, the bidder shall write his name in the space provided in the specified location in the protected Bill of Quantities(BoQ) and type percentage excess or less up to two decimal place only in the designated cell and activate “less” or “excess” to indicate how much his price offer is excess or less than the estimated amount.

12.4 The tender extant provisions of threshold negative bid caps (14.99%) were omitted as per works department office memorandum no.173/dt.03.01.2026. The quoted rate will be taken up to two Decimals numbers for all practical purposes.

i) If more than one bid is quoted (decimal upto two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned Tender inviting Authority and Financial Advisor will remain present.

ii) If the rate quoted by the SC and ST Category contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per para 2 of works Department Resolution No.27748 dated 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of bidders, where all bidders/their authorized representatives, the concerned Tender inviting Authority and Financial Advisor will remain present.

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

12.6 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. Conditional offer or alternative offers will not be considered in the process of bid evaluation.

12.7 All duties, taxes, Excluding GST as applicable under works contract and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government/ Corporation will not entertain any claim whatsoever in respect of the same.

12.8 In the case of any bid where quoted percentage of rate appears unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12.9 The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under t₁h₂e Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.

12.10 The contractor shall confirm in all respects, by giving all notices and paying all fees, with the provisions of:

- (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
- (ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

13. CURRENCIES OF BID AND PAYMENT:

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

14. VALIDITY:

14.1 Bids shall remain valid for a period not less than 90 days or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing by e-mail only. A bidder may refuse the request without any risk of forfeiture of his bid security.

14.3 A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

14.4 Each received bid, if otherwise not rejected, shall remain valid for a period of 90 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and Executive Officer, **KODALA NAC**.

15. (A) PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENT :-

15.1 The Bidder shall furnish, as part of his Bid, cost of Bid document and Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of cost of Bid document and bid security within the designated period shall debar the bidder from participating in the online bidding system. 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.

15.2 **OMOITED** :- 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".

"However for NAC Kodala all financial instruments should have been pledged/issued (as applicable) in favour of Executive Officer, Kodala NAC. in shape of Term Deposit Receipt or Fixed Deposit Receipt or KVPS of any Ratio and scan copy of the same would be uploaded"

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

15.4 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.

15.5 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 as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

15.6 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any. The bid security of unsuccessful bidders will be returned **after 30 days of the end of validity period specified in sub-clause 14.1.**

15.7 The Bid Security may be forfeited

- a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
- b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid
- c. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 3.1,
- d. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - (i) Sign the Agreement
 - (ii) Furnish the required Performance Security including additional performance security if any.

15 (B) 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.

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

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

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

15.3.1 Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

15.3.2 In the e-procurement process each 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.

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

15.3.4 The Bidder should ensure clarity of the document 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 of scanned documents only for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date as defined in tender call notice, his bid security shall be forfeited

Important Instruction

Along with the documents the following documents are also mandatory to be submitted with technical bid.

- A. Site inspection certificate duly signed by bidder, Executive Officer or NAC project in Charge.
- B. Bidders must have to enclose PF/ESIC number, existing certificate and last Challan copy.
- C. Attested photo copy of Labour Licence.
- D. EMD/ISD/APS Financial instruments should have been pledged/issued (as applicable) in favour of Executive Officer, Kodala NAC, payable at KODALA. in shape of Term Deposit Receipt or Fixed Deposit Receipt or KVPS of any Ratio and scan copy of the same would be uploaded

D. SUBMISSION OF BIDS

16. BID SUBMISSION:

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

16.2 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/Bid Security, GST, PAN, Registration Certificate, Affidavits, M.O.U agreement, Works 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.

16.3 Bidder are to submit only the original BOQ (in .xls/pdf format)uploaded by procurement officer publisher(Officer inviting tender)after entering the relevant fields without any alteration/deletion/modification. Multiple BOQ submission by the bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cell without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of work put to tender.

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

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

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

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

16.8 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.

16.9 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.

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

16.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

16.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

16.13 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.

16.14 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.

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

17. DEADLINE FOR SUBMISSION OF THE BIDS :

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

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

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

17.4 Re-submission of bid by the Bidders for any number of times before the final date and time of submission is allowed.

17.5 Resubmission of bid shall require uploading of all documents including price bid afresh.

17.6. 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.

18. LATE BIDS:

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

19. MODIFICATION AND WITHDRAW AL OF BIDS:

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

19.2 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 citing reasons for withdrawal 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.

19.3 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

E. OPENING AND EVALUATION

20. OPENING OF THE BID:

20.1 Bid opening dates are specified during tender creation or can be extended vide corrigendum. These dates are available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time to decrypt the bid submitted by the bidder. Bids cannot be opened before the specified date and time.

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

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

20.2 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in- Charge, the bids will be opened at the appointed time on the next working day.

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

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

20.5.1. 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.

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

20.5.3. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further , action on bid documents shall be taken by the new incumbent of the post.

20.5.4. The electronically submitted bid will be taken up for evaluation with respect to Information furnished in Clause 3.

20.5.5. Immediately (usually within 3 or 4 days), the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their email ID that their bid has been found nonresponsive.

20.5.6. After opening of technical bid, the bidder may be asked in writing / online (in their registered email 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.

20.5.7.

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.

20.6. The Technical evaluation of all the bids will be taken up only as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the lowest bidder from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per clause of DTCN shall be taken against the bidder/contractor.

20.7. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids. 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.

20.7.1. 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.

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

20.7.3. 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.

20.7.4. 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

20.7.5. 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.

20.7.6. Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

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

20.7.8. The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

20.7.9. Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

20.7.10. System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

21. PROCESS TO BE CONFIDENTIAL:

21.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.

22. CLARIFICATION OF BIDS:

22.1 To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidders in writing/online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical Evaluation of the tender, Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document. The bidder will respond in not more than 7(seven) days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

22.2 Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. However, the bidder is allowed to submit any additional document, if asked for by the officer inviting the bid, in writing.

23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- a. Has submitted legible documents for evaluation.
- b. Meets the eligibility criteria defined in Clause 3 and;
- c. Is substantially responsive to the requirements of the bidding documents.

23.2 During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

23.3 A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) Which affects in any substantial way the scope, quality, or performance of the works.
- (b) Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.4 If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23.5 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

23.6 For examination, evaluation and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

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

24.1 *The competent authority on behalf of the NAC KODALA 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.*

24.2 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.

F. AWARD OF CONTRACT

25. AWARD CRITERIA:

25.1 The officer in charge will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.

25.2 The Employer/Tender inviting Authority shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e mail confirmed by registered letter. This letter of acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

25.3 On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Tender inviting Authority

25.4 Competent Authority on behalf of **NAC KODALA** 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.

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

26. If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for 3(three)years and action will be taken to blacklist the contractor. Besides the consortium/JV/Firm where such an agency/firm already happens to be or is going to be a partner/member/proprietor, he/they shall neither be allowed for participation in bidding for three years nor his/there application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

26.1 The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 27.2, his bid security shall stand forfeited.

27. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

27.2 The successful bidder shall within 7 days of issue of letter of acceptance, furnish the Performance security as per clause - 34 (i i) of DT C N & additional Performance security (if any) within 7 days of opening of the financial bid as per clause-4(ii) and 29(iii)of DTCN in the prescribed form. The successful bidder shall sign the agreement within 15 days of issue of Letter of Acceptance along with work programme, failing which the Executive Officer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

27.2.1 Following documents shall form part of the agreement.

A. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 27.2 hereof.

B. Standard Bid Document P.W.D. Form F2/P1 as the case may be

27.3 The letter to proceed with the work shall be issued by Executive Officer, **NAC KODALA** only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.

27.4 On acceptance of the composite bids by the competent authority the letter of award will be issued by the Executive Officer of the major component of the work on behalf of the **NAC KODALA**.

27.5 Upon signing of the agreement by the successful bidder, the Executive Officer, **NAC KODALA** will promptly notify the other bidders that their bids have been unsuccessful.

28. CORRUPT OR FRAUDULENT PRACTICES:

28.1 The Executive Officer 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. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

29. BLOCKING OF PORTAL REGISTRATION

29.1 If the registration certificate of the contractor is canceled /suspended by the registering authority/blacklisted by The competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

29.2 The portal registration blocked in the ground mentioned in the above Para-29.1 shall be Unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

29.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the officer inviting tender is required to issue intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

29.3.1 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

29.3.2 Fails to execute the agreement within the stipulated date.

29.3.3 If any of the information furnished by the bidder is found to be false/fabricated bogus. Accordingly, the Officer Inviting Tender shall recommend to the Chief Manager (Tech.) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD Code, Volume-II.

29.3.4 Fails to furnish original documents as required under DTCN before the designated officer for verification within the stipulated date and time.

30. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

30.1 UNBLOCKING OF PORTAL REGISTRATION: Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members(Kodala NAC tender Committee).

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

30.3 The minimum period of blocking of Portal Registration shall in no case be less than 180 days. After blocking of Portal Registration, the contractor whose portal registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury challan showing deposit of Rs.10,000/- (Rupees ten thousand) only (non-refundable) under the head of account '0059-Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager(Tech.), State Procurement Cell.

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

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

PART II

Procedure to participate in online bidding e-procurement

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration No. (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Regd. No. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.
Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the Sate Government before award of the work as per prevalent registration norms of the State.
2. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective Cas stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
3. 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.
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.
5. 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.
6. 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 urie 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. The bidder may ask a 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.
12. 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 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 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 Materials 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 a plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
13. 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.
14. 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 the 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 upload the same in designated locations of Financial Bid.
15. 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.

16. **PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/ printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise, his/her bid shall be declared as non-responsive and liable for rejection. The on line bidder shall deposit the original copy of the 'bid security' with in the specified period mentioned in the DTCN (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. Non-submission of bid security with in 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.
17. 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. The validity period of the EMD or Bid Security shall be as mentioned in the bid documents. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or performance Security acceptable to the officer inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid Security in the form of FD/ BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.
18. The fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit/ Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.
19. The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
20. 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.
21. Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

22. **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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

28. SUBMISSION OF BIDS:-

1. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, GST Clearance certificate, 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.

2. 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. 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.
4. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(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.
5. 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.
6. 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.
7. 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.
8. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
9. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender. The bidder should check the system generated confirmation statement on the status of the submission. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process. 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. 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.

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.

29. SECURITY OF BID SUBMISSION:

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.
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.

30. DEADLINE FOR SUBMISSION OF THE BIDS :

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 :

- Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- Resubmission of bid shall require uploading of all documents including price bid afresh.
- 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.

31. LATE BIDS :

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.

32. MODIFICATION AND WITHDRAWAL OF BIDS :

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

33. OPENING OF THE BID:

1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users, which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.
2. 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.
3. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
4. 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. 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". During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared.

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

6. 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 can not be opened. 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.

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

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

34. EVALUATION OF BIDS :-

1. 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".

2. After receipt of confirmation of the bid security, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

3. 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

4. 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.

5. 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.

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.

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. 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.
9. 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.
10. 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.
11. Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
12. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
13. 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.
14. Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
15. System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

35. CLARIFICATION AND NEGOTIATION OF BIDS:

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.
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.

35. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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.
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.

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 up load the summery and declare the process as complete.

4. If the L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor , he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

36. BLOCKING OF PORTAL REGISTRATION

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.
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.
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.
4. Fails to furnish original Technical/ Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
5. 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)
6. Fails to execute the agreement within the stipulated date.
7. 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.

SPECIL NOTE

* The facility for exemption of EMD & ISD, either in full or in part. as per instructions/guidelines of Govt. of Odisha/ OPWD Code/ Govt. of India/ direction of Hon'ble Courts in India (with specified limitation and liberty) can be availed by intending and eligible class/category of bidders [Contractors with Physical Disabilities/Engineer Contract01SST or SC Contractors/such other Agency(s) conferred with this exemption facility, if any] However, this facility availed by any bidder for any of the above-mentioned work, shall be treated as genuine and admissible/acceptable subject to submission of required document/ evidence/support in hard copy(s) as described in SL 4 below and subsequent verification of the same by Kodala NAC.

a. Each bidder who intends to participate in this bidding process through e-procurement for any work, should have/possess necessary Portal Enrolment (Digital Signature Certificate DSC) of required category.

b. Each intending bidder should have been validly registered as a Civil Contractor in the required Class under Govt. of Odisha as mentioned in the above table through any Appropriate Public Authority to suit the respective work.

c. Intending bidder(s) registered elsewhere in India under any other appropriate public authority and eligible to participate in this tender as equivalent class/grade of contractor/agency for any work can also participate.

D. But any bidder falling in above category (c), when became successful in this bidding process, will have to undergo necessary Registration in required Class as a Contractor under any Appropriate Public Authority of Govt. of Odisha before signing the agreement. However, the successful bidder(s) will have to follow necessary official procedure, fulfill the criteria and co-operate in every genuine official manner at all levels for getting himself/herself/themselves registered in the required Class as Contractor(s) under Govt. of Odisha. All these formalities should be completed and the successful bidder should produce the Original Registration Certificate as a Contractor

in the required Class within a month from the date of issue of Conditional Tender Acceptance Letter/Letter of Intent (LOI). Failure to comply this instruction within the stipulated period shall render his/her/their tender incomplete and shall be rejected with other punitive action against the said defaulter bidder as deemed fit by Kodala NAC.

E. Engineering Organization(s) of Govt. of Odisha/Govt. of India (MES, Railways, etc.) [Union Territory or Engineering Public Sector Undertakings / Enterprises/ Company(s) under Govt. of India, duly authorized by the Appropriate Authority(s) to undertake and execute the respective nature of works mentioned above through on-line bidding, can also participate as bidder(s) of equivalent Grade/Class/Category of Contractor(s) for the corresponding work(s).

f) As per the corresponding guidelines of Govt. of Odisha, each on-line bid must be accompanied with legible scanned copies of valid Contractor's Registration Certificate (License) (save as mentioned at # above), GSTIN (vide Sl. 13 below), PAN CARD, Earnest Money Deposit (EMD)/Bid Security (save as described at * above), (APS vide Sl. 10 below) and Cost of Tender Documents (non-refundable) as specified in the above Table Col.4 & 5. The EMD should have been pledged/issued (as applicable) in favour of Executive Officer, Kodala NAC. in shape of Term Deposit Receipt or Fixed Deposit Receipt or KVPS of any Ratio/BG

g) Nationalized or Schedule Bank(s) or in shape of small savings Instrument of Govt. of India or in a combined shape of two or more of the aforesaid financial instruments failing which the bid(s) shall be rejected out rightly. The cost of tender documents should be in shape of Demand Draft and drawn on any Nationalized/Schedule Bank in favour of Executive Officer, Kodala NAC without which the bid shall not be considered for

evaluation. The Demand Draft to be submitted by each intending bidder towards cost of bid documents should have been issued/drawn on or after the date of issue of this Notice and should essentially remain valid at least for three months from the date of its issue. Similarly, Demand Draft/Banker's Cheque, if submitted by any bidder towards Bid Security (EMD) as described above, should have been issued/drawn on or after the date of issue of this Notice and should essentially remain valid for three months from the date of its issue. In case of interest-bearing security(s)/deposit(s), as mentioned above, to be furnished towards EMD, the invested/deposited amount(s) shall only be taken into consideration as the amount of EMD furnished for the work, but not the amount(s) on maturity or the interest(s) likely to be accrued out of the said investment(s)/deposit(s). Accordingly, the intending bidders are urged to furnish the EMD. The EMD should be submitted in separate closed envelope superscribed as "EMD". This envelope containing EMD (as applicable) and superscribed as "EMD" should be placed inside the main envelope containing other requisite documents vide Sl. No.4 below.

H) Each on-line bid should also be accompanied with scanned copies of Declaration Certificate & No Relationship Certificate in the prescribed formats as mentioned in the DTCN without which the bid will be liable for rejection.

I) For each work, the intending bidders should submit their On-Line Generated Bid Submission Confirmation Sheet, Original Affidavit(s) sworn before Notary Public or 1st Class Executive Magistrate under Govt. of Odisha, as applicable for the corresponding bidders, in the manner/formats attached to the DTCN, Original EMD/Bid Security (save as mentioned at * above for exemption) & Cost of Bid Documents in the shape and manner prescribed at St. No.2 above. Intending bidders eligible to avail exemption of EMD, as mentioned at (*) above, should submit and enclose original affidavit(s) for the respective work(s) in the prescribed manner/format attached to the DTCN. Requisite documents in support of the

claimed exemption of EMD (if any), should be submitted either through online (scanned copy) along with other documents mentioned at Sl.2 & 3 above or through hard copy along with the original affidavit as mentioned in this Clause. Without any of this/these document(s), the claim for exemption of EMD and/or ISD, either in full or in part, shall not be accepted and the corresponding bid(s) shall be treated as incomplete/non-responsive due to which the same shall be rejected outrightly. As mentioned at Sl. 2 above and at Sl.IO below, the "EMD and "APS" (as applicable) should be submitted in separate closed envelopes superscribed as "EMD" and "APS" and should be placed inside the main envelope along with other documents. The required documents & financial instruments, save as described at Sl. 2, 10 and in this Clause, should be placed in a sealed [closed main envelop superscribed with the Bid Reference No. only. Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/ inconsistent document(s), the bid(s) shall be rejected outrightly. No other document(s) should be furnished inside the sealed envelop. The sealed envelop should be submitted in accordance with the details mentioned in Clause 8 below. If found necessary for further verification/reference/record, original(s) of any document(s), such as, license, PAN, GSTIN, etc., should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective bid(s) shall be treated as incomplete/non-responsive and hence shall be rejected.

J) After the date & time of receipt of bid is over, the original financial instruments towards Bid security and Demand draft towards cost of Bid documents & all uploaded documents in hard copy self signed in each page in a sealed cover shall be submitted in the office of the undersigned from 10.00 A.M to 11.00 A.M of 04.07.2026, failing which participation of the bidder will not be entertained and the bid will be rejected. same shall be opened on the next official working/functioning day at 11.00 Am onwards.

K) Each received bid, if otherwise not rejected, shall remain valid for a period of 90 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and Executive Officer, Kodala NAC.

L) If the lowest % rate quoted by bidders are of same in more than 2 case the tender shall be finalized through a transparent lottery system, where all such bidders/their

M) authorized representatives may remain present.

N) Additional Performance Security (APS) should be submitted as s per newly published OPWD code vide L.No-173/wrks department on dtd-03/01/2026 of Govt. Odisha which is enclosed herewith for reference.

O) Within 30 days after opening of the bids, the EMD(s) of the unsuccessful bidder(s) except the 2 lowest bidder (L2) shall be refunded/returned, preferably in the shape and manner submitted by the respective bidder(s) for each work on written request(s) and with proper acknowledgement(s). The EMD(s) of L2 bidders can be refunded in the shape & manner to be decided by Kodala NAC after finalization of the tender(s) for the respective works.

P) This DTCN from Section-I to IV is a generic document individually and separately applicable for all the works put to tender vide table above. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and commissioning of the work. The tender amount to be accepted by Kodala NAC with or without

negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.

Q) Tenderers are required to submit self attested copies of GSTIN (GST Identification Number) along with their offers, failing which their offers will not be considered for evaluation. Any bidder intending to participate in this tender, but not registered under GST, is also allowed to participate subject to the condition that he/she/they should submit a Declaration-cum-Undertaking featuring that he/she/they is/are not yet registered under GST as he/she/they has/have not started any business and he/she/they has/have no liability under GST. Such tenderer, if became successful, then he/she/they will have to produce the GSTIN in the required form within a month from the date of intimation of the conditional tender acceptance letter. Failure to comply this instruction within the stipulated period shall render his /her/their tender incomplete and shall be rejected with other punitive action against the said defaulter bidder as deemed fit by Kodala NAC Compliant to the Guidelines/Rules associated with GST, all the selected bidder(s) will have to produce, subsequently, such other document(s) and within such time, as decided and instructed by Kodala NAC No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.

R) Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation, if felt necessary further clarification(s) is/are required on any document(s) submitted by any bidder(s), then Kodala NAC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as Kodala NAC may decide just & proper for obtaining the documents and for completion of the procedure(s). Kodala NAC may also ask for any other document(s) of historical nature during evaluation of his/her/their bid(s). Provided in all such cases, furnishing of any document in no way shall alter the bidder's price bid. The corresponding bidder(s) should respond in not more than 7 days from the date of intimation (through letter/phone/e-mail/physically). Non-submission or delayed submission of the documents required/requested for or submission of non-convincing document(s), may render the bid incomplete/non-responsive and hence shall be rejected by Kodala NAC. The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.

S) For examination, evaluation, and comparison of rates, Kodala NAC may, at its discretion, ask the lowest eligible/responsive bidder for clarification on his/her/their rate(s) including reduction of rate(s) through negotiation or, breakdown of unit rate(s), if applicable. However, in case single eligible/responsive bidder/remaining responsive bidder, the decision on acceptance/cancellation of the tender shall be taken as per OPWD Code or H&UD Deptt. guidelines or decision of Kodala NAC After acceptance of the tender of the selected/L1 bidder by Kodala NAC, the bidder shall be designated as contractor and, he/she/they will be asked through a letter of acceptance (LOA)/Letter of Intent (LOI) to deposit the Initial Security Deposit (ISD) (if exemption is not applicable vide * of this Section) and draw agreement for the corresponding work. The ISD amount shall be such that the amount furnished towards EMD (if exemption is not applicable vide * of this Section) and ISD put together shall constitute 2% of the accepted tender value. If the L1/selected bidder does not deposit the ISD (if exemption is not applicable vide * of this Section) and/or does not turn up for agreement after issue of LOA/LOI within the prescribed/allowed time, then he/she/they shall be debarred from

participation in bidding at least for three years in Kodala NAC and action will be taken to blacklist the bidder. In that case, the L2 bidder, if fulfilling other required criteria, would be called for deposit of ISD (if exemption is not applicable vide * of this Section) and drawl of agreement within a reasonably allowed time for execution of the work subject to the condition that the L2 bidder negotiates his/her/their rate and terms and conditions at par with the rate quoted by the L1 bidder, otherwise the tender will be cancelled.

T) The Contractor shall not be entitled to any compensation from Kodala NAC on account of handing over site, making alignment of layout and non-execution of work due to land dispute or site dispute for any reason. In this regard the decision of Executive Officer/Chairperson of Kodala NAC shall be final and binding on the contractor.

U) The payment for the works after completion of work will be paid to the agency as per the availability of funds and as per the decision of Executive Officer / Chairperson of Kodala NAC.

V) The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the corresponding work is to be executed and submit their bids accordingly.

W) In case of any inconsistency or contradict among different clauses/conditions/ instructions/ information furnished in this tender call notice/DTCN, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the Agreements to be drawn by Kodala NAC with the successful bidders, conditions of the respective documents constituting the Agreements shall be followed for all practical purposes. In case of any dispute between the respective successful bidder(s) and Kodala NAC decisions of Kodala NAC shall be final & binding without prejudice to the remedies available to either party under law of the Nation (India). Intending bidders are requested to understand this condition thoroughly and submit their tenders accordingly.

X) Unusual or unilateral interpretation (if any), of any part or whole of the DTCN by any bidder and subsequently by the selected bidder(s), of any information/condition/provision and to be laid down in agreement(s) (to be of drawn between the selected bidder(s) and **Kodala NAC**), shall be outrightly rejected, Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from **Kodala NAC**, shall be treated as violation(s) of the terms and conditions or thig DTCN/agreement and hence, action as deemed fit by **Kodala NAC**, shall be taken against such bidder(s) or contractor(s). Under such circumstance(s), **Kodala NAC** shall not only have the liberty of non-response but also, shall resort to any procedure doomed fit for execution/ completion of the work(s). Against these prerogatives of **Kodala NAC**, no claim in any manner by any bidder or the contractor shall be entertained/ accepted by **Kodala NAC**,

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the work: **Construction of New NAC Office Building at NAC KODALA**

Sl No.	Particulars	Reference to Clause No
1.	Cost of tender paper in online mode only	D.T.C.N Clause No.04
2.	E.M.D/Bid Security in online mode only	D.T.C.N Clause No.06
	or	
	E.M.D/Bid Security in case of deploying machineries outside the State	D.T.C.N Clause No.06 & Clause No.6 &13
3.	Copy of valid Registration Certificate	D.T.C.N Clause No.07
4	Copy of valid GST/GSTIN Registration certificate. GST Clearance of Preceeding Financial year (Form GSTR-3B, Form GSTR-1)	D.T.C.N Clause No.07
(A)	Copy of valid GSTR-1 of the preceding month of tender date i.e dt. Dt.10.05.2026	D.T.C.N Clause No.07
5.	Copy of PAN Card	D.T.C.N Clause No.07
6.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.15
7.	Works Experience-	D.T.C.N Clause No.11
(A)	List of projects executed that are similar in nature to the work (Schedule-D1)	
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Building work & Bridge Construction) (Schedule-D2)	
8.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E	D.T.C.N Clause No.14
(A)		
(B)	Affidavit (Schedule-F) duly notarized	D.T.C.N Clause No.14
9.	Bid Capacity Total value of Civil engineering construction work perform in the last 5 years with certificate from Chartered Accountant. Statement showing the value of existing commitments and ongoing works as well as stipulated period of completion counter signed by executive engineer/Divisional Engineer /Project Manager or equivalent in Schedule-G. non submission of the information in Schedule –G will liable the tender for rejection.	D.T.C.N Clause No.12 (Schedule – G will be strictly verified
10	M.O.U with Electrical contractor duly notarized	D.T.C.N Clause No.10
10(A)	M.O.U with Fire Fighting contractor duly notarized	D.T.C.N Clause No.10 (VI)

13. SPECIAL CONDITION: -

a. Non-submission of the required documents as specified in clause No.110 of the DTCN, the bid will be liable for summarily rejection.

b. The Contractor intending to hire / lease requirement's / machineries are required to furnish proof of ownership from authorised person of the company with due power of attorney (copy to be enclosed) owner providing equipment/machineries on hire/lease along with contracts /agreement/lease deed should and duration of the contract.The contract / lease deed / agreement should be on long term basis for a minimum period as mentioned in the contract data from the last date of receipt of bid documents, other wise the bid will be liable for summarily rejection

THE NOTIFIED AREA COUNCIL, KODALA CONTRACT DATA

A. GENERAL INFORMATIONS

Sl. No.	Particulars	Details
1	Bid Identification No.	KOD-NAC-21/2026-27
2	Name of the Work (Clause No.1 of DTCN)	As Per Column No. 2 in IFB
3	Officer inviting tender	Executive Officer
4	Accepting Authority	Executive Officer
5	Estimated Cost (Clause No.1 of DTCN)	As Per Column No. 3 in IFB

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion as per clause 8 of DTCN	
7	Last Date & time of submission of Bid (Clause No. 2 of DTCN.)	03.07.2026 up to 5.00 pm
8	Cost of Bid Document (Clause No. 4 of DTCN.)	10,000 (As per IFB)
	i Through DD (Scan copy to be uploaded)	10,000
9	Bid Security (Clause No. 6 of DTCN.)	6,41,476 (As per IFB)
	i Through DD/Term Deposite/KVPS (Scan copy to be uploaded)	6,41,756
10	Initial Security and Additional Performance Security (when the bid amount is less than the estimated cost put to tender) as per Clause- 4(ii) & 29(iii) of DTCN within 7 days of opening of the financial bid in form of prescribed format of(TDS/FDR/KVPS/BG) duly pledged in favour of the Executive Officer, Notified Area Council, KODALA , Payble at KODALA	
I	Amount	Differential cost (The quoted amount)* Percentage as applicable in Office Memorandum no-173/W, Dated 03.01.2026
II	Pledged in favour of	Executive Officer, Notified Area Council, KODALA
III	payable at	KODALA
IV	Type of financial instrument	In the prescribed format pledged in favour of the Executive Officer, Notified Area Council, KODALA
11	Date and Time of Opening of the Bid	Dt.04.07.2026 at 11.00 A.M
12	Bid validity period (Clause No. 9 of DTCN.)	90 days from last of submission of bid.
13	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 13 (v) of DTCN	As Per Column No. 6 in IFB i.e. for 270 Days
14	Currency of Contract	Indian Rupees
15	Language of Contract	English

DETAILED TENDER CALL NOTICE

1. The Percentage tender rate bids are invited in double cover system from different class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of Composite Building works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the different works.

(a) This tender is on Composite basis and only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.

(b) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.

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

2. The Bid documents are available in the website: www.tendersorissa.gov.in from Dt.16/06/2026 to Dt.03/07/2026 for online bidding.

3. The Technical bid documents (Cover-I) will be opened by the assigned officer in the office of the **Executive Officer, NAC KODALA** at 11.00 A.M. on Dt.04/07/2026 in the presence of the bidders or their authorized representatives who wish to attend.

4. (i) The cost of Bid documents in online mode shall be transferred for Rs. 10,000.00 of each bid respectively. Money should be paid through DD issued in favour of Executive officer, NAC KODALA and scan of the same to be uploaded.

(ii) Initial Security deposit i.e. ISD and Additional Performance Security deposit i.e. APSD (in case of the bid amount is less than estimated cost put to tender) in shape of prescribed format (Term Deposit Receipt or Fixed Deposit Receipt or KVPS of any Ratio/BG) duly issued/pledged in favour of the Executive Officer, NAC KODALA, payable at kodala by the successful bidder who shall deposit the same within seven(7) days of opening of the financial Bid as required under clause -34(ii) of DTCN or else the bid of the successful bidder would be cancelled and the security deposit would be forfeited. If permissible in law further proceedings for black listing would be initiated as per law.

5. The bid is to be submitted in two covers.

(i) Cover-I is to contain scanned EMD, Cost and GST of bid document, scanned copy of registration certificate, PAN card, valid GST registration certificate, undertaking/certificates duly filled, affidavit, work experience certificate duly certified by the concerned Divisional head and other documents required as per the relevant clauses of this DTCN including M.O.U (duly notarized) with eligible registered Electrical contractor.

(ii) Cover-II is to contain the price bid duly filled in and signed by the bidder.

6. The amount towards Bid security/EMD of 1% of the amount put to tender as specified in IFB should be have been pledged/issued (as applicable) in favour of Executive Officer, Kodala NAC. in shape of Term Deposit Receipt or Fixed Deposit Receipt or KVPS of any Ratio /BG and scan copy of the same would be uploaded. Bid not accompanied with EMD as specified above shall be liable for rejection. (NB:- Refer to Works Department Odisha O.M. No. 14468 dated 20.09.2018)

7. The intending bidders are required to produce documents viz original Registration, valid GST/GSTIN registration Certificate, valid GSTR-1 of the preceding month & year of tender date i.e. 31.05.2026, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, preferably within 5(five) working days from the date of opening of the tender. Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection.

Sd/-

8. The work is to be completed in all respects within the time period as specified in the Contract Data. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.

9. All bids received will remain valid for a period as specified in the Contract Data after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.

10. (i) The Firms / Contractors in order to take part in the tender should enter into an M.O.U duly notarized with eligible registered electrical contractor having valid H.T / M.V electrical license issued by ELBO for execution of electrical installation & other electrical works and a copy of such M.O.U should be attached with the tender documents. A copy of electrical license should also be enclosed with the tender papers, the original of which need to be furnished during verification. The above M.O.U is not required in case of the Firms / Contractors having valid H.T. / M.V. electrical license issued by ELBO with the same name & style. Joint Venture Agreement are not allowed.

(ii) The contractor shall stand for comprehensive warranty against defective materials / manufacturing defects and bad workmanship for the entire work carried out by him for a period of **12 (Twelve) calendar months** from the date of successful completion of the work & make good /repair/replace the faults during this period without any extra cost, failing which the same shall be got done at the risk and cost of the contractor. The contractor shall attend the complaints / breakdown relating to the entire work carried out by him on call basis. The Engineer shall give notice to the contractor of any defects before end of the comprehensive warranty period, which begins from the entire system becomes operational and handing over to the concerned user authority and continues for next 12 (Twelve) calendar months. The comprehensive warranty period shall be extended for as long as defects remain to be corrected. Every time notice of defect is given, the contractor shall correct the notified defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the defects corrected and the contractor will pay the amount.

(iii) Payment of bill will be made only after successful completion of the work in all respects i.e. Supply, Installation, Testing, Commissioning, Inspection of the entire electrical & electrical related works by the concerned Electrical Inspector & submission of Inspection report and handing over of the work to the concerned user authority. ***** (The payment for the works after completion of work will be paid to the agency as per the availability of funds and as per the decision of Executive Officer / Chairperson of KODALA NAC)**

(iv) The Security money (deducted @ 5% from the contractor's claim/bill) will be refunded after successful completion of the comprehensive warranty period. please check. Please check

(v) **The bidder shall furnish N.O.C from Concerned Authority for firefighting works after completion of the work.**

(vi) **The bidder shall produce an M.O.U from experienced Firefighting Installation Contractor at the time of submission of bid.**

Eligibility of Firefighting Contractor – A Person/Firm/Company who has completed firefighting Installation work of Building/Industries/Premises Successfully and obtained valid fire safety certificate from Odisha Fire Services as per existing rule. The Cost of this job should not be less than 10 lakhs for each project. The Project Manager, Electrical concerned shall be responsible for proper and timely execution of their respective items of works and implementation of the terms and condition of the contract. The contractor shall be bound to receive and act as well according to the direction of the

Engineer-in-Charge for General Electrical/General Public Health Authority concerned along with the concerned Joint Manager.

11. The tenderer shall furnish along with their tender a list of works executed during the last five years duly certified by the concerned authority not below the rank **Executive Engineer/Municipal Engineer/Project Manager/Project Head/Director of Company** indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of schedule-D1 and D2 on online.

The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge not below the rank of an Assistant Engineer/Municipal Engineer/Project Manager/Project Head/Director of Company:

1. 3 Similar nature of bridge construction / building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 40% of the bid value.

2. 2 Similar nature of bridge construction / building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 50% of the bid value.

3. 1 Similar nature of bridge construction / building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 80% of the bid value.

However, MEP stands for Mechanical, Electrical and Plumbing which is an integral part of a building project. These are the three aspects linked to every building project that includes Design, Construction and deal with the setup, functioning & maintenance of the three major elements of a Building Project.

12. Bid Capacity (shall apply to all works above Rs.6 Crores)

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under. Assessed Available Bid Capacity= $(A*N*2-B)$, where A= Maximum value of works executed in any one year during the last five years (updated to the current price level)rate of inflation may be taken as 10 per cent per year(escalation factor) which will take into account the completed as well as works in progress, B= Value at current price level of the existing commitments and ongoing works to be completed during the succeeding period (period of completion of works for which bids are invited); and N= Number of years prescribed for completion of the works for which the bids are invited.

(for work completion period less than one year the value may be taken as one year) The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge not below the rank of an Assistant Engineer/Municipal Engineer/Project Manager.

Escalation factor

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

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

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

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead current market exchange rate (State Bank of India B.C. selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of

amount in foreign currency into Indian rupees.

The information on Bid Capacity as on the date of this bid is to be furnished as per the format in Schedule – G. **(Schedule – G will be strictly verified)**

Total value of Civil Engineering construction work performed in the **last five years** are to be furnished for which certificate from Chartered Accountant is to be furnished. **Annual turnover in any of the preceding 5 years should be the bid amount after due indexing.**

2021-2022-----

2022-2023-----

2023-2024-----

2024-2025-----

2025-2026-----

Base year shall be taken as 2025-26

Note-This is applicable for the works above Rs 6.00(six) crore as per the works department office memorandum No. - 6300/W.dated 16.06.2011.

13. Deleted

14. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an affidavit duly swear in before the Executive magistrate/Notary at the time of submission of bid about the authentication of bid documents. An affidavit to this effect is to be furnished in Schedule-F. Non furnishing of the scanned copy of information in Schedule - E and required affidavit in Schedule – F, the bid document will be summarily rejected.

15. No Relation certificate.

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

16. If an individual makes the application, the individual should sign above his full type written name and current address.

17. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter. 18. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

19. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.

20. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

21. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English

22. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.

Sd/-

23. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of

Percentage Rate tender, :-

- i. The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.
- ii. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer.
- iii. The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the first two decimal points shall only be considered without rounding off.
- iv. In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
- v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of Executive Officer, **NAC KODALA** is mandatory before making any payment.
- vi. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of **Competent Authority of NAC KODALA**.
- vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill

24. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Orissa and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.

25. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.

26. (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

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

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

Sd/-

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

28. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

29. The tender extant provisions of threshold negative bid caps (14.99%) were omitted as per works department office memorandum no.173/dt.03.01.2026. The quoted rate will be taken up to two Decimals numbers for all practical purposes.

I) If more than one bid is quoted (decimal upto two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned Tender inviting Authority and Financial Advisor will remain present.

II) If the rate quoted by the SC and ST Category contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per para 2 of works Department Resolution No.27748 dated 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of bidders, where all bidders/their authorized representatives, the concerned Tender inviting Authority and Financial Advisor will remain present

(a) The concessions / facilities for 10% Purchase Preference shall be allowed only to the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe having Registration Certificate up to "B" Class.

(b) Condition- In a particular TCN (Tender Call Notice), if any bidder participates in more than two nos. of projects and the same bidder also awarded in both projects in chronological/sequential manner through the Transparent Lottery System, In that case He/She will be excluded in the Transparent Lottery System from rest of the projects.

III) Additional performance Security:

As per works Dept Office Memorandum No-173/W, Dated 03.01.2026

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.

Sd/-

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 clarification 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.

30. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.

31. The tender containing extraneous conditions not covered by the tender notice are liable for rejection.

32. i) Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

33. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.

34 The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.

i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Executive Officer, NAC Kodala prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Here in after and in the contract called the "Contract Price").

ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of Initial Security and Additional Performance Security as per Clause- 4(ii) & 29(iii) of DTCN **within 7 days of opening of the financial bid** in form of **prescribed format (FDR/BANK GUARENTEE/TERM DEPOSITES)** duly pledged in favour of the Executive Office, **NAC, KODALA**.

iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 7 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

a) The notice inviting bid, all the documents including additional conditions specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.

b) Standard P.W.D. Form P-1 with latest amendments.

iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) .No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the NAC Kodala . The Additional performance security will be refunded after successfully completion of project. The Initial security Deposit will be refunded after Twelve months of completion of the work and payment of the final bill and will not carry any interest.

Sd/-

v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.

vi) Ammendment to Para 3.5.18 Note – viii of OPWD Code Vol.-I Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.

vii) Ammendment to Para 3.5.14 Note – I of OPWD Code Vol .-I If L-1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder. If fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled in case a contractor is black listed. It will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the State.

35. Omitted

36. Omitted

37. The Civil, E.I. and P.H. works can be proceeded simultaneously but, all the three components of work must be completed within the period of contract as specified in DTCN/TCN. The contractor should submit the respective work programme for Civil, P.H. and E.I. portions in consultation with the concerned Assistant Engineer/Municipal Engineer, as the case may be, before drawal of agreement and date of commencement and completion for this agreements be fixed suitably so that all the three parts are completed within the period of contract from the date of issue of work order and the date of completion.

38. The Civil items of works as per Part-I of Schedule of quantities, P.H. items of works as per part-II of Schedules of quantities and Electrical items of works (both internal & external) as per Part-III of the Scheduled of quantities of the Agreement shall be supervised measured and check measured by the Executive Engineer/Project Manager/ Divisional Engineer, as the case may be Concerned.

39. Any deviation in execution of Civil, P.H. and E.I. items of respective agreement will mean deviation to the composite work as a Whole. The Executive Engineer/ Divisional Engineer, as the case may be, will keep note and deal such deviation as per relevant clauses of P1 Agreement and DTCN / Code at their level. The financial implications thereby must be informed by them to the concerned Executive Officer, **NAC KODALA** for proper action.

40. Similarly, extension of time if applied by the contractor will mean and amount to extension of time for the composite work as a whole and thus will be dealt with by concerned Executive Engineer/ Divisional Engineer, as the case may be, as per relevant clause of P1 agreement & DTCN / Code.

41. In case of necessity felt by Executive Engineer/ Divisional Engineer, as the case may be, regarding slow progress of work or otherwise suitably asking the contractor for a revised work programme and to remove the bottlenecks of any sort on the way to completion of the composite work which in turn be submitted to Head Office for approval of competent authority.

42. The Civil contractor who has put the tender for the work in DTCN, will alone be responsible and answerable to the **NAC KODALA** authority or any other competent authorities as regards to defects in the work, slow progress in the work or any other recessional parameters that may crop up during execution of the work as a whole comprising of Civil, P.H. and E.I parts. When any part of the work may be Civil, P.H. or E.I., is considered by the Engineer-in-Charge or **NAC KODALA** authority not to be in coherence with the agreement condition or their specifications as in the DTCN, then the contract for the total work in TCN will lead to its revision by the **NAC KODALA** if felt necessary.

Sd/-

43. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.

44. The contractor should be liable to fully indemnify the NAC KODALA for payment of compensation under workman Compensation Act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

45. Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VII-(R&B) /5225 Dtd. 26.02.55 and No.IIM- 56/61-28842(5) Dtd.27.09.61 as amended from time to time.

46. In case of any complaint by the labour working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer/ Divisional Engineer, as the case may be, will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer/ Divisional Engineer, as the case may be, is final and binding on the contractor.

47. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.

a) Rent, royalties, cess and other charges of materials and all other taxes including GST from time to time, Ferry tolls, conveyance charges and other cost on account of land building including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by gov. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineering-Charge of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost. Royalty will be recovered from each bill as notified by Govt. from time to time unless K-Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.

b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.

c) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.

d) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.

e) Suitable safety equipment's and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.

f) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost

g) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.

h) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.

48. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.

49. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground

where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.

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

51. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57. 52. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the NAC KODALA during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.

53. Bidders are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form P-1 with latest amendments shall supercede the condition of D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.

54. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.

55. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.

56. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer / Divisional Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.

57. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.

58. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.

59. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.

60. If the bidder removes **NAC KODALA** materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.

61. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the **NAC KODALA**. The **NAC KODALA** is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.

62. The **NAC KODALA** will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or

dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.

63. All the materials which are to be supplied from **NAC KODALA** store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After issue from the **Nac Kodala** store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.

64. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Govt. Laboratory and approved by the Department before use.

65. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge.

66. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.

67. After completion of the work the contractor shall arrange at his own cost all requisite equipment's for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.

68. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.

69. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.

70. After completion of the work, the contractor shall arrange at his own cost all requisite equipment's for testing of electrical installations in the building, if felt necessary and the entire cost of such test, including the inspection by the Electrical Inspectorate group will be borne by the contractor.

71. The safety certificate of the EI work will be furnished by the agencies after getting necessary verification from the electrical inspector/equally competent authority responsible for the work prior to Energization of the building.

72. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata encountered during soil test at field which must be taken in advance of actual execution of the foundation.

73. Wherever de-watering is imperatively necessary, the term de-watering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The contractor has to do de-watering by bailing out water from the foundation, pipe line trenches, septic tank / soak pits / sumps / manhole etc. either rain water or sub soil water if necessary within his quoted percentage rate.

74. No claim for carriage of water what-so-ever will be entertained.

75. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds **Rs.2,50,000**.The apprentices will be selected by the EXECUTIVE OFFICER / Engineer In charge of NAC KODALA. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Executive Officer NAC KODALA / ENGINEER IN CHARGE in the manner so that the

total expenditure does not exceed one percent of the tendered cost of the work.

76. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Executive Officer(Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M- 22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.

77. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.

78. Orissa Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974. The Orissa Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

79. Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes , octroi , other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in - Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

80. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.

81. Prevailing rate of GST, on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above as prescribed by Govt. from time to time.

82. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer/Project Manager/Divisional Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

83. Labour Cess @ 1 (one)% of the amount of the estimated cost as per Tender notification read with latest corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment of each bill.

84. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

85. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who

undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

86. Sample of all material - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer/Project Manager/Divisional Engineer/Engineer In Charge of **NAC KODALA**

87. Any major defects, shrinkage or other faults which may be noticed within **12 (Twelve) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12 (Twelve) calendar months**.

88. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the **NAC KODALA** harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

89. Payment for variation in price will not be allowed in this project. Bidders are required to quote their rate accordingly.

90. Where it will be found necessary by the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the **NAC KODALA** Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the **NAC KODALA** and shall not be removed from the site of work without written permission of the Executive Engineer/ Divisional Engineer/Engineer In charge **NAC KODALA** as the case may be and to be submitted to the Engineer-incharge every month.

91. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.

92. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 11 of the P-1 Contract.

93. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa P.W.D. Code, NBC, Bridge code and MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.

94. No part of the contract shall be sublet without written permission of the concerned Executive Engineer/ Divisional Engineer, as the case may be, or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.

95. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.

96. Any damages caused by natural calamities should be done by the contractor at his own cost. The **NAC KODALA** will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.

97. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.

98. The concrete items wherever de-watering is imperatively necessary the term de-watering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.

99. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.

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

101. Number of tests as specified in I.R.C./MoSRT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

102. i) Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.

ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Executive Officer and above.

iii) After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

103. Condition for issue of plant & machinery to contractor on hire: - Omitted.

104. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.

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

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

106. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

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

108. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2 (a) of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-

2.1. Progress of work and Re-scheduling programme.

2.1.1. The Executive Officer shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. Within 7 days of issue of the letter of acceptance, the contractor shall submit to the Executive Officer through Engineer-in-Charge of the project for approval a Programme commensurate to Clause No. 2.1.3 of P-1 Contract showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted and submit the same for Chief Engineer's/Executive officer-NAC KODALA approval only after which withheld amount be released.

2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6. The Chief Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Executive Officer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

2.2. Extension of the Completion Date.

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 7th day or such time period as mentioned in letter of Award after the date on which the Executive Officer issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, **NAC KODALA** shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee / Security deposit absolutely.

2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Chief Engineer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Executive Officer and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

Sd/-

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Executive Officer through Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

i) Force majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.

v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or

vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the **NAC KODALA** on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Executive Officer (whose decision in writing shall be final and binding) may decide on the amount of ended value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 of P-1 Contract or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be computed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the NAC KODALA. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Executive Officer which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released.

In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

Sd/-

2.4 (Omitted)

2.5. Management Meetings.

2.5.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

2.5.2. **The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting. Clause-2 (b) of Percentage Rate P-1 Agreement: -Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer/Project Manager/Divisional Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No. 3365, dt. 01.03.2017 of Works Department, Orissa. As per said amendment a Contractor may be blacklisted.**

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

109. EIGIBILITY CRITERIA: - To be eligible for qualification, applicants shall furnish the followings.

- a. The Bidders/Contractors having any type of adverse remarks from Govt./PSU regarding past work experience shall not eligible for apply of tender. This will be the part of the affidavit to be furnished.
- b. Required E.M.D (Bid Security) as per the clause No. 06 and Cost of Bid document as per Clause No.04.
- c. To qualify in Technical evaluation, the bidder should not have GST reconciliation pending issue with the any department of Govt. and the bidder is required to furnish copy of his GSTR-1 of the preceding month of tender date i.e (Form GSTR-3B, Form GSTR-1)., i.e. 31.05.2026
- d. Initial Security Deposit & Additional performance security, if any, will be submitted by successful bidder only within 7 (seven) days of opening of the financial bid with reference to clause-34(ii) and 29(iii) of DTCN.
- e. Scanned Copy of valid Registration Certificate, Valid GST Registration certificate, PAN card along with the tender documents as per Clause No.07.
- f. Ommited
- g. Information in scanned copy regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in schedule "E" and affidavit to that effect including authentication of tender documents in schedule "F" as per clause 14.
- h. Scanned copy of M.O.U. duly notarized as per Clause No.10 and Schedule-j need be furnished. Joint venture agreement are not accepted.
- i. Scanned copy of M.O.U from experienced Firefighting Installation Contractor at the time of submission of bid .

- Submission of the required information on his / her / their available bid capacity at the expected time of bidding as per clause No.12 and Schedule-G.

(a) The total value of only civil engineering construction work performed in the last five financial years with certificate from the Chartered Accountant is to be furnished for the purpose of evaluation of Bid Capacity as per clause No.12 of the DTCN. The statement as per Schedule-G (applicable for the works above six crores) showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works should be countersigned

by the Engineer-in- Charge not below the rank of Assistant Engineer/Municipal Engineer/Project Manager/Project Head/Director of Company i.e.by the certificate issuing authority.

(Schedule – G will be strictly verified)

(b) The agency who do not possess any civil engineering construction work in hand at the expected time of bidding need to upload the fact in shape of an affidavit for consideration of the Bid Capacity during Technical Evaluation.

j. The tenderer should furnish list of work executed in a separate sheet of schedule –D1 & D2 on online as required under cl. No-11 above

The bidder should have satisfactorily executed three similar nature of works (bridge construction / Building Works) in Govt./ PSUs/ Public Limited Companies/ Private Limited Companies each costing

₹2,56,69,843.32 (40% of bid value) or more OR two similar nature of works each costing

₹3,20,87,304.15 (50% of bid value) or more OR one similar nature of work costing

₹5,13,39,686.63 (80% of bid value) or more in Current / last five years. Experience detailing completed similar nature of works during Current / last five years, with Certificates from the concerned Officer (Assistant Engineer/Municipal Engineer/Project Manager/Project Head/Director of Company) need to be furnished by the bidder as per Schedule D. (Similar nature of works means construction of buildings inclusive of Mechanical, Electrical and Plumbing(MEP) components”

In case of works executed in Public or Private Limited Companies the average turnover of that Public or Private Limited Company in last five financial years should not be less than Rs.50.00 Crore

For verification of turnover, the Contractor should provide CIN No. of the Public or Private Limited company along with copies of letter of Award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount received as per the TDS certificates.

Note: Non-furnishing documents as per clause no 110, the bid will be liable for summarily rejection.

After Technical evaluation, the qualified bidder have to deliver a Technical presentation indicating the Concept Planning along with Presentation of Proposed project with all details & Methodology which should include programme of Construction backed with equipment planning and deployment duly supported with broad calculation ad quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per Technical Qualification within the stipulated period of completion

- Date & time for technical Presentation among qualified bidders as per stipulations made, will be notified after opening of the Technical Bid
- The Qualified bidders are required to be present (Physically only) on the allotted date and time at our NAC office, KODALA, fail to the same - the bidder would be disqualified.

Sd/-

The Technical Presentation of the bidder shall be evaluated by the expert Technical Committee on the basis of the following evaluation criteria

Sr No	Description	Marks
1	Concept Planning and Methodology of construction	20
2	Presentation of the proposed project with all details inclusive developments and required	20
3	Previous Experience in execution of Building works with MEP the cost of which is more than the bid value of this tender (Documentary Evidence to	20
	i. One Project (10 Marks)	
	ii. Two projects (20 Marks)	
	Note :- Maximum two (02) projects will be considered,	
4	Construction programme to complete the work on stipulated period of the completion	20
5	Equipment planning and deployment	10
6	Quality Assurance procedure proposed to be adopted	10
TOTAL		100

- Out of 100 Marks the minimum qualification criteria is of 80 Marks
- The bidders who would meet the minimum qualification criteria shall only be qualified for opening of the Financial bid
- Note: Non-furnishing documents, the bid will be liable for summarily rejection

Sd/-

110. Defect Liability: -

i) The Engineer shall give notice to the contractor of any major defects before the end of the defects liability period, which begins from the date of successful completion and continues for next **12 (Twelve) months**. The defects liability period shall be extended for as long as defects remain to be corrected. Every time notice of defect is given, the contractor shall correct the notified defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in the Engineer's notice. The Engineer-in-charge will assess the cost of having the defects corrected and the amount will be recovered from the contractor.

111. Project Monitoring-

- 1) The Agency shall prepare the phase wise (monthly) resource chart (materials, manpower and machinery) based on the execution of project.
- 2) The Agency shall submit the photographs & videos of progress of work on fortnight basis to make it possible to create a short film of the entire execution of the work to be kept in archive.
- 3) Agency shall submit a detailed Monthly progress & program report to the Engineer- in charge by 5th of every month. The progress report will comprise of status order, delivery and installation of all materials, labour deployment status, T&P deployment status and its operational certification. The format of monthly progress & program report shall be as approved by Engineer-in- Charge.
- 4) The Agency will make it possible to be represented by a senior level executive who have sufficient financial powers to take decisions required for completing the project in time.
- 5) The Agency shall stick to the construction schedule, if there is any hindrance or delay due to any reason the same shall be mitigated through engaging extra manpower, material and machinery.
- 6) The Agency shall submit Progress-Report in every month along with the details of Funds requirements for the next six months.
- 7) The Agency will install adequate CCTVs at vantage locations for project monitoring during entire duration of the project.

Total:-112(One hundred twelve) clauses only.

Submitted for kind approval	Approved
Sd/-	Sd/-

Sd/-

Special Condition:

88. All reinforcement steel and structural steel shall be procured from primary producers of steel- SAIL/RINL/TATA/JINDAL STEEL/ SHYAM STEEL.

In case of exigency, other brands (primary producers) of steel may be used with proper justification and prior approval of competent authority satisfying the tests as required by BIS's Code.

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

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/455 (However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in each batch).
2.	Steel	I.S. 2062 and IS: 1786 (SAIL / TATA/ JINDAL STEEL/ SHYAM STEEL. Make)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 3025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527B
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for journey works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

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

Sd/-

ITEM OF WORK

112. Concrete shall be with conformity to I.S.456.
113. Foundation shall be with conformity to I.S.1080.
114. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
115. C.R. Masonry shall be with conformity to I.S.1597.
116. Brick masonry shall be with conformity to I.S.2212.
117. Cement plastering shall be with conformity to I.S.9103 & 6925.
118. Mortar shall be with conformity to I.S.2250
119. White and colour washing shall be with conformity to I.S.6278.
120. CC in foundation shall be with conformity to I.S.2571.
121. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
122. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
123. DPC shall be with conformity to I.S.3067
124. Tarfelt treatment shall be with conformity to I.S.1346
125. Mosaic flooring with conformity to I.S.2114
126. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

PART-II (E.I.)

TECHNICAL SPECIFICATION OF ELECTRIFICATION INSTALLATION WORKS

Name of the work:- “CONSTRUCTION OF MARKET COMPLEX AT KODALA NAC”.The details of internal wiring, the position of fittings, fans, switches and plug sockets etc. Are indicated in the layout drawings. The position of light fittings, fans, switchboards etc. Indicated in these drawings are only for the guidance of the supplier and the actual position of these shall be mutually decided between the supplier and the purchaser. The supplier shall submit the purchaser of his consideration and approval all runs of wiring and the exact position of all the points and the switch boxes first marked on the points buildings.

All internal wiring shall be done in conformity to the latest Indian standard specification/Rules, code of practice adopted by CPWD and other standard practices prevalent in the part of the country. For the purpose of the specification the terminology used shall be as defined in IS:732 and IS:1356 of the definition of points wiring. The installation shall be carried out in conformity to all requirements of IE Act,1910 and IE Rules 1956.

- iv) Ceiling rose in (in case of ceiling and exhaust fan).
- v) Ceiling rose or connector (in case of pendants except stiff pendant points)
- vi) Bank plate (in case of stiff pendant).
- vii) Socket outlet (in case of socket outlet points)
- viii)Lamps holder (in case of wall Bracket, batten holder bulk head fitting and similar other fittings)
- ix) Call bell / buzzer (in case words ‘via’ the switch shall be read ‘via’ the ceiling rose / socket outlet for bell push, where no ceiling rose / socket outlet its provided.

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

- (vii) Switch and ceiling rose are required
- (viii) In case of wall brackets, bulk head fittings, cables as required up to the lamp holders]
- (ix) Bushed conduit for porcelain tubing where cables pass through walls.
- (x) All wood or metal blocks, boards and boxes, R.J. Boxes sunks or surface type including those required for fan regulator but excluding those under the distribution board and main control switch.
- (xi) Earth wire from 3 pin socket point to the common earth including connection to the earth dolley.
- (xii) Earth wire of 18SWG/H.D.B.C. wire for loop earthing of the fixture
- (xiii) All fixing accessories such as clips, nails, screw, plug, rawl plug, wooden plug, round blocks etc. As required
- (xiv) Joint for junction boxes and connecting the same as required
- (xv) Connections to ceiling rose or connection socket outlet, lamp holders, switch , fan regulators etc

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

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

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

Conduit wiring

For recessed conduit wiring system the conduit shall be placed in the ceiling / columns etc. Before the casting of the slab or column. The conduit pipes shall be properly positioned and fixed so that it will not be displaced at the time of concreting. The junction boxes provided shall be so arranged that its cover will be flushed with the finished surface of the ceiling or column.

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

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

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

Main and Sub distribution Boards:

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

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

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

Sd/-

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

Earthing

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

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

Installation, testing and Commissioning:

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

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

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

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

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

Sd/-

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

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

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

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

Installation and Maintenance Tools:

The supplier along with the tender shall furnish a complete list of tools, appliances and accessories required for the installations of switch gear, light fittings, pipes cables and wires.

Drawings:

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

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

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

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

- The arrangement and support of conduit pipe
- The position of light fittings, switches / plug socket and switch boards
- Earthing installations
- Layout plan showing the entire cable network

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

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

Test:

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

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

Technical Data:

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

- 3 Fuse switch board and distribution boards
- 4 Light fittings
- 5 Conduits and the accessories for them
- 6 Switches / plug sockets
- 7 Cable and wires

The tender shall give along with his tender the following details:

- viii) Complete details of earthing electrodes, earthing station and earthing conductors
- ix) Details of conduit supports
- x) Details of all the equipment and accessories to be supplied

Exception to Specifications:

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

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

PVC insulated Cables and Wires:

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

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

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

The 'ON' and 'OFF' position of the switch handles shall be distinctly indicated and interlocks shall be provided to ensure that the switch cover cannot be opened unless the switch is in the 'OFF' position. Means shall, however, be provided for releasing the interlock to permit closing of switch with cover open for testing purposes. Designs with normal conventional position of switch handles, i.e. with switch handle up in the 'ON' position and down I the 'OFF' position shall be preferred. All live parts inside the switch shall be properly surrounded and inter phase barrier shall be provided.

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

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

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

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

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

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

Switches and Plug Sockets

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

Ceiling Fans and Exhaust Fans:

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

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

Fluorescent Fittings:

All fluorescent fittings supplied shall confirm in general to IS:1913 and shall be complete with all standard accessories like choke, starter and capacitor etc

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

Lamp holders used shall be fully shock proof, spring-loaded rotary type to ensure positive lamp locking. It should also be not possible to touch live parts of the lamp holder both after the lamp has been taken out and during the insertion or removal of the lamp. The starters shall be designed to give designed starting characteristics that shall promote full lamp life. Starter shall have high mechanical strength and topic proof construction. It should be incorporated with radio suppression capacitor o adequate rating and capacity. Power factor improvement capacitors are provided with hermetically sealed housing to ensure long and trouble free service. Terminal soldering tango shall be provided for easy electrical connections. The capacitors in general shall confirm to IS:1569-1963 and P.F improvement up to 0.95 for twin fluorescent light fittings and 0.9 for single fluorescent light fittings is to be maintained.

The ballast provided in the fluorescent fittings shall generally be in accordance to IS:1534. The ballast should incorporate the following design features.

- (xvi) Low working temperature
- 3 Correct pre heating current for the electrodes
- 4 Proper wave foam
- 5 Small in dimensions
- 6 Correct power supply to the lamp
- 7 No hum.
- (xvii) Easy connection leads.

All the metal construction of the fittings shall be such that they shall:

- f. Withstand the atmospheric condition prevailing in the area
- g. Provide maximum mechanical protection to the tubes and fittings accessories. Assists in maximum and uniform light distribution.

All fittings shall be provided complete with florescent lamps. All lamps shall confirm to IS:2418.

Incandescent Fittings:

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

All the metal parts used in construction of the fittings shall have no effect due to dust / fumes / gases likely to exist in the atmosphere. All the bolts, clamps, nuts and guard wire etc shall be galvanized. The wall fittings shall be provided with necessary hooks / clamps / supports etc for fixing the light fittings on wall / ceiling etc as detailed in the bill of quantities and the working drawings.

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

The lamp holders provided in the fittings shall confirm to IS:1528.

Sd/-

CODES

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

- k. Indian Boiler Act, 1923 and Rules and Regulations made there under
- l. Indian Electricity Act, 1923 and Rules and Regulations made there under
- m. Indian Factories Act, 1948 and Rules and Regulations made there under
- n. The minimum wages Act
- o. The Women's Compensation Act
- p. The Payment of Wages Act
- q. The Fatal Accident Act
- r. The Industrial Employment Act
- s. The Employment provident Fund Act
- t. Indian Explosive Act 1984 the Rules and Regulations made there under
- u. Indian Petroleum Act 1934, and Rules and Regulations made there under
- v. A.S.M.E. Test Codes
- w. AIRE Test, Codes
- x. American Society of Materials Testing Codes
- y. Standards of the Indian Standards Institution
 - 1) Low Tension Circuit Breakers : IS 2516-1955 Part I Sec.1
 - 2) Switchgear Bus Bars IS 375-1963
 - 3) HRC fuse links IS 2208-1962
 - 4) Distribution fuse boards IS2675-1966
 - 5) Enclosure for Low Voltage switchgear IS214701962
 - 6) PVC Cables IS1554-1975
 - 7) Tubular fluorescent lamps for Cameral lighting service IS2418-1963
 - 8) Tungsten Filament Lamps for cameral service IS415-1963
 - 9) Ceiling Fans IS274-1966
 - 10) Flood lights IS1947-1961
 - 11) Wall Glass flame-proof electric light fittings IS2206-1962 (Part 1)
 - 12) Water Tight Electric Light Fittings IS3553-1956
 - 13) Steel Boxes for Enclosure of Electrical Accessories IS5133-1969
 - 14) Fittings for Rigid Steel conduit IS2667-1979
 - 15) Rigid steel circuits for electrical wiring IS3837-1966
 - 16) Accessories for Rigid Steel Conduits for Electrical Wiring IS3837-1966
 - 17) Switch Socket Outlets IS3837-1966
 - 18) PVC Wiring IS694-1977
 - 19) Switches for domestic and similar purpose IS3854-1966
 - 20) PVC wiring IS694-1977
 - 21) Call Bell and Buzzers IS2268-1966
 - 22) Straight through joint boxes and leads sleeves or paper insulated cables- EID-0032-1964
 - 23) Earthing IS3043-1966
 - 24) Electrical Wiring installations IS732-1963
 - 25) Switchgear IS3072-1965(Part I)
 - 26) Lighting protection IS2309-1969
 - 27) Public Address system IS1882-1962
 - 28) Low Tension switch use units IS4064-1978
 - 29) Code of Practice for Automatic FIRE ALAM system IS2189-1970
 - 30) Specification for Heat Sensitive Fire Detectors IS2175-1977
 - 31) Guide for Safety procedure in Electric work IS5216-1969
 - 32) Rubber Mats for Electric works IS5424-1969
- z. Other internationally approved standards and / or Rules and Regulations touching the subject matter of the contract

PART-II
TECHNICAL SPECIFICATIONS OF P.H. PORTION OF WORK

A) WATER SUPPLY & SANITARY INSTALLATIONS:

Materials of following standard manufacturers are to be used in the work. The contractor shall indicate, in the offer, the brand or make of the materials, for which the rates are quoted.

(a) Sanitary fixtures:

To be of best quality vitreous ware of porcelain.

(i) Indian water closet

(ii) Foot Rests

(iii) Wash Hand Basin

(iv) Kitchen Sink

Hindustan Sanitary Ware/Parry Ware/Neycer
ISI marked.

(v) Urinals

(vi) Drain Board

(vii) Orissa Closet

(viii) European Water Closet &
Low Level Flushing Cistern.

(b) (Omitted)

(c) (Omitted)

(d) (Omitted)

(e) (Omitted)

(f) (Omitted)

(g) (Omitted)

(h) (Omitted)

(i) (Omitted)

(j) (Omitted)

(k) (Omitted)

**(l) P.V.C.(S.W.R.)&P.V.C(Rigid.)
Pipe/Fittings:**

Manufactured by the Supreme Industries
Ltd., Bombay/Oriplast, Balasore Duroplast
confirming to IS Specification No. 4985/81
(Class IV)

(B) BUILDING MATERIALS:

(a) Bricks:

Bricks shall be of locally available best quality Fly ash Bricks. It should be free from cracks and flaws, well shaped, uniform in size, homogeneous in textures and shall emit a clear metallic sound when struck, bricks shall have a minimum crushing strength not less than 75kg./Cm² per sqcm with dimensional tolerance +/- 2% and shall not absorb water more than 5% by weight.

(b) Cement Mortar:

Mortar shall be well mixed to a uniform colour and consisting in the proportion as specified in the items of work. Sand shall be measured on the basis of its dry volume and the quantity shall be adjusted for bulking of damp sand. Cement shall be mixed, taking 50 kg. or 0.035 Cum. In volume only required quantity that can be consumed within 30 minutes of adding water shall be mixed at one time.

(c) Cement:

Cement should confirm to IS-269/IS-455.

(d) Sand:

Locally available best river sand medium size.

Sd/-

(e) **Course Aggregates:**

The course aggregate shall be of hard granite stone and shall generally conform to IS.

389. Porous Course aggregate shall not be used. The aggregate shall be free from clay films and other adherent coatings. Aggregate containing clay films over the stone materials shall be thoroughly washed. The aggregate shall be from approved quarry and crusher broken. Course aggregates shall be composed of particles ranging between the sizes 2.36 to the maximum size as may be specified in the relevant item of work. Within the range, the aggregates shall be well graded so as to produce a dense concrete.

(f) **Reinforcements:**

Mild steel Round Bars, cold twisted and deformed bars of steel of medium tensile strength will be used as reinforcement as per drawing and design and directions.

Mild steel bars shall conform to IS:226/1962 standard quality or IS:432/1966 - Grade-I. Black annealed wire (Not thinner than 24 gauge for tying the reinforcements shall be used.

TECHNICAL SPECIFICATION FOR SANITARY & PLUMBING WORKS

(A) **Sanitary ware & allied fittings:**

1. **General:**

All Sanitary fixtures and their allied fittings, should be of first quality, manufactured by Hindustan Sanitary Ware / Parryware / Nycer, These should be approved by the Engineer-in-charge of the work before use.

2. **Squatting Pattern W.C. (pan) (Or I see Pattern Closets):**

The water closet shall be of vitreous China of specified size and pattern, with an integral flushing rim. It shall have the flushing inlet at the back. The Orissa closet should be of approved quality conforming to I.S.S.-2656 (Part-III).

The squatting type Indian Water Closet (Orissa Closet) shall be sunk in floor sloped towards the pan in a workmanship like manner. The closet shall be fixed on a proper cement concrete base of 1:3:6 proportion, taking care that the cushion is uniform and even, without closet, to receive the specified thickness of the floor finishing. The joint between the Closet and the P.V.C. (S.W.R) trap shall be made with W.C. ring and rubber lubricant and shall be leak proof.

3. **Flushing Cistern:**

The flushing of the Indian water closet (Orissa Closet) shall be done by C.I. or Polyatene High Level low-level porcelain valve-less syphonic flushing cistern of approved brand and quality I.S.I. Marked and capacity as specified. The connection between the cistern and water closet shall be made by 32 dia O.I. flush pipe, made from G.I. Pipe (Light Quality) or 32 dia P.V.C. Pipe as specified in the tender schedule. The flush pipe with an offset should be fixed to wall by using C.I. Holder Bat Clamps. The capacity of the cistern should be 10 Ltrs. as per I.S.S. 15 Ltrs. In case of low-level cisterns. The Cistern shall be fixed on cast Iron or Rolled Steel Cantilever Brackets (Bulletin type), which shall be firmly embedded in the wall, with C.C. 1:2:4. The Cistern shall be provided with 20mm dia P.V.C. Overflow Pipe with fittings, which shall terminate into mosquito proof coupling secured in a manner that will permit it to be readily cleaned or renewed.

The 32mm dia Flush Pipe shall be connected to the Water Closet by means of approved type joint. The Flush Pipe shall be fixed to wall by using C.I. Holder Bat Clamps. The bend and the Offset as required in the Flush pipe shall be made cold. The inside of the Cistern shall be painted with two coats of approved black bitumen paint. The Outer face of the Cistern, Brackets Overflow pipe and Flush Pipe etc., shall be painted with two coats of any synthetic enamel paint of approved shade and make, over a coat of priming. The cost of the rate quoted for the flushing cistern.

The inlet connection to the Cistern shall be made with 450 mm 1 cmg 15 mm dia P.V.C. Heavy type connection Pipe.

Sd/-

4. Wash Hand Basin:

The Wash Hand Basins shall be of the White Vitreous China of approved quality, make and brand I.S.I, marked. It shall be one-piece construction with an integral combined overflow. The size of the basin shall be as specified. Each basin shall be provided with one 15 mm dia. C.R Brass Pillar Tap, 32mm dia. C.R Waste, C.R. Chain and Rubber Plug, Unions, Joints, C.R Bottle trap cast complete in all respects of approved quality.

The Basin shall be supported on a pair of R.S. or C.I. Cantilever brackets (built in type) embedded and fixed in wall with cement concrete, 1:2:4. These brackets shall be painted to the required shade with two coats of approved synthetic enamel paint over a coat of priming.

The waste of the Basin shall discharge into a floor trap or Channel through bottle traps as specified. One 32 dia. C.P. Bottle Trap is to be fixed to the Waste of the Basin & the outlet of the bottle trap is to be connected to the waste pipe to discharge the waste to the Pipe, to discharge the waste to the aforesaid floor trap. The inlet connection to the Basin shall be made with 450mm Long 15mm dia. Heavy type P.V.C. connection pipe.

5. Kitchen Sink: (Omitted)

6. Standing Urinals:

The Urinals shall be flat pattern lipped front basin of required dimension of White Vitreous China and one piece construction with internal flushing box rim of an approved make and brand as specified, it shall be fixed in the position by using wooden plug embedded in the wall with screws of proper size. Each Urinal shall be connected to a 40mm dia R.V.C. Waste Pipe, which shall discharge into a channel of floor trap. The lip of Urinals shall be kept at 525mm from floor level, while fixing the Urinal on wall.

Where no. of Urinals are fixed in a line, the distance between the centre to centre of each Urinal shall be kept 750mm. and each Urinal should be separated from one to other by a partition plate. The centre to centre of partition plates shall be kept 750mm apart. The partition plate shall be of one-piece 25mm thick marble plates, cut to size and front corners

rounded. The partition plates shall be embedded in wall with cement concrete and finished smooth. The bottom of the partition plate should be kept 350mm above floor level and top should be kept at 1250mm above floor level. The plates should project 600mm from wall surface. The width of the plates to be embedded inside the wall should not be less than 100mm. The thickness of the plates shall be minimum 25mm.

For flushing the Urinals each Urinals shall be connected with one 20mm dia G.I. Pipe (Medium Class), One of this pipe shall be inserted into the inlet of the Urinal and jointed with Jute and putty where as the other end is connected either with a Tee or Bend with the 25mm dia size Water Pipe Line fixed on the wall horizontal above the Urinals. In each 20mm dia flush pipe one 20mm dia cum-metal Gate valve, the water will flow to thermal of Urinal through the inlet pipe and flush the Urinal. After flush, the valve can be closed to avoid wastage of water. One 40mm dia P.V.C. Waste Pipe shall be connected to the waste of each Urinal, to discharge the Waste into the Channel of Trap. One end of this Waste pipe shall be made a cup size to fit into the projected waste and tightened with screws.

7. Squatting Urinal Plates :

The Urinal Plates shall be of White Glazed Vitreous China with integral flushing rim of size 450X 350mm of approved make and brand as specified. There shall be white vitreous channel with stop and outlet pieces in front. These plates shall be fixed on C.C. at 75mm to 100mm above floor level.

For flushing arrangement, one 25mm dia. G.I. Common Water Pipeline (minimum size) shall be fixed on the wall parallel to floor. For each urinal one 20mm dia. G.I. Branch Pipe shall be taken down up to 1200mm from floor level just at the centre of each plate, in which one 20mm dia. Gate Valves is fixed at 350mm above floor level. At 1200mm height, the 20mm dia. flush pipe shall be divided into two branches shall be taken downward and connected to the inlets of the urinals plate at floor level. By operating the valve as above, the water will rush into the rims of the urinal plate and flush it.

Where there are number of urinals fixed in a line, each urinal should be separated by a partition plate fixed in the centre of two urinal plates. The centre-to-centre distance of the partition plates shall be kept 750mm.

The partition plates shall be of one-piece marble plate, 25mm thick, cut to sizes and front corners rounded. The plates are to be embedded in wall with cement concrete and finished smooth. The bottom of the partition plates shall be kept flushed to urinal top level and the top level of partition plate shall be kept at 1200mm from the urinal plate top and the projection from the wall shall be 600mm. The width of the plate to be embedded inside the wall should not be less than 100mm.

Sd/-

(B) Soil and waste pipes and fittings

1. (Omitted)
 2. (Omitted)
 3. (Omitted)
 4. (Omitted)
 5. (Omitted)
 6. (Omitted)
 7. (Omitted)
 8. (Omitted)
 9. All the soil and waste pipes and fittings, after laid and fixed shall be smoke tested, to the entire satisfaction of the Engineer-in-charge. The Cost of testing is to be included in the offer. For smoke-test the materials usually burnt greases cotton waste, which gives out a clear pungent smoke, which is easily detected by sight and smell. Smoke shall be pumped to the drains from the lower end from a smoke machine, which consists of lower, and burner.
- (e) P.V.C (S.W.R.) & P.V.C. (Rigid) Pipes & Fittings**
- 9.01 The P.V.C. (S.W.R.) and P.V.C. (Rigid), soil Waste & Vent Pipes (Spigot & Socket, & couples joints), shall be of make & brand as specified (Under Specification of materials) conforming to I.S.S., B.S.S. & DIN are tube used.

The main specification of P.V.C. Soil & Waste pipes and fitting are as below.

a) Materials – Un-plasticized Poly Vinyl-Chloride (UPVC).

b) Colour	-	Grey
c) Dimensions	-	
(i) Diameter	-	Fittings- 75mm/110mm/63mm & 63mm.
Pipes	-	75mm, 110mm, on lengths of 3 or 6 mtr
d) Wall thickness	-	Fittings- Minimum 3.2mm at any port.
Pipes	-	As per application
For Rainwater	-	75mm-1.8 to 2.2mm, 110mm-2.5 to 3mm
Waste & Soil	-	75mm -1.8 to 2.2mm, 110mm -2.5 to 3 mm, 63mm
Under ground drainage with	-	
light/Nil/Traffics	-	110mm - 2.5 to 3mm
Light/Nil in Heavy traffic	-	110mm 3.7 to 4.3mm
e) Standard Confirming to Attributes Confirms to Standard No		
i) Fittings & Wall B.S.4514, DIN 10531 thickness	-	DIN 19534 I.S. 7834 - PVC (Rigid)
ii) Pipe Wall thickness	-	IS 4905
iii) Rubber ring	-	IS 5382
iv) Fitting dimensions	-	DIN 19531 - P.V.C., DIN 19534-S.W.R., IS - 7834 V.C. (Rigid)
v) Pipe Dimensions	-	IS 4985

(a) Laying instructions & Jointing Procedure

a-1 Jointing of P.V.C. (S.W.R.) Pipes & Fittings

Clean the outside of the pipes spigot and the inside of the sealing groove of the fitting. Apply the rubber lubricant, to the spigot end, sealing ring and pass the spigot end into the socket, containing sealing ring, until fully homed. Mark and position of the Socket edge with pencil on the pipe, then withdraw the pipe from the socket by approx. 10mm towards thermal expansion gap.

a-2 Fixing of the Pipes and fittings on wall surface.

P.V.C. pipes both (S.W.R.) & (Rigid), fixed on wall surface, are to be supported by P.V.C. pipe clips, specially made for these pipes, with horizontal runs, the pipe clips should be spaced at intervals of more than 10 times the outside diameter of the pipes. In vertical lines the clips are to be spaced at intervals of one meter to a maximum of two metres according to pipe diameter.

a-3 Jointing of P.V.C. (Rigid) Pipe Fittings

Clean the Outside of the pipes and inside of the socket of fitting of the inside of the couplers (where 2 plain ended pipes are jointed) of. Apply solvent cement solution, evenly and smoothly on the outer surface of the pipe end and inside surface of either the coupler of the socket and pass the pipe end into the socket of the fittings. Up to full depth of socket. In case of jointing 2 plain-ended pipes 1st. push the coupler up to half depth on the end of one pipe and the outer half of the coupler should be pushed to the end of other pipe and thus, both pipes are jointed.

a.4 Fixing of P.V.C. pipes and Fittings through holes of Walls or Chajja of roofs etc.

The Wall/concrete slots should allow for a stress free installation, Pipes and fittings to be inserted into the slots, without a cement base, have to be applied first with a thin coat of P.V.C. Solvent cement, followed by sprinkling of dry sand (medium size). Allow it to dry. This process gives a sound base for cement concrete fixation, around the pipes/fittings while mending the damages.

a-5 Antisyphonage Pipes

All the antisyphonage pipes and fittings to be used are of 63mm. If these are not available under the items of P.V.C. (S.W.R.) materials, 63mm pipes and fittings, manufactured under P.V.C.(right) materials can be used, since the raw materials for both is same.

a-6 All traps should have a minimum water sea) of 50mm as per I.S. 5329 and IS 2556 (Part XII). Where antisyphonage connection is required, the traps to be supplied and used should have a 50mm antisyphonage gent horn on the outlet side. All the Traps used with the closets, should be of the size 125/110mm i.e. Inlet (Socket end) of 125mm & outlet (spirot end) of 110mm only.

a-7 Installation of Water Closet

Determine the correct Location of the P/S Trap & set on a firm base, relative to the floor finish by pouring concrete on a slab. Bedding can be carried out by pouring concrete around the trap, ensuring that the traps outlet is left clear of concrete. Place the W.C. Connector ring to the socketed end of 125/110mm R/S trap. Apply rubber lubricant on W.C. Connector ring as well as outer side of water closet (connection point) and now complete the joint by pushing the W.C. to home of 125mm socket of the trap.

a-8 P.V.C. (Rigid) Pipes and Fittings

63mm (O.D.) P.V.C. Pipes to be used for these work either in antisyphonage system or elsewhere, should be of "Quick Fit" Pipes Class 2 (4kg. FC/m²), Quick Fit, Pipes have one end socketed. The P.V.C. (Rigid) fittings, such as 63mm elbow, 63mm equal Tees 110mm x 63mm reducer etc. used in the work, should be of injection-moulded fittings.

a-9 One -jointing rubber ring will be available, with each P.V.C. (S.W.R.) pipe and fitting and hence, the cost of the rein will not be added in the joint.

10. Measurement

All pipes shall be measured not/length as laid or fixed and shall be measured over all fittings such as bends, junctions, traps etc. The length shall be taken along the counter line of the pipes and fittings. Fittings will be counted extra over.

11. Before fixing and painting, the pipe shall be tested hydraulically to pressure 0.4Kg/Cm² for Pipes under I.S.-1729/1964 and at a pressure 0.7 Kg/Cm² for pipes under I.S. 3989-1970 without showing any sign of leakage, sweating of or her defect of any kind. The pressure should be applied internally and shall be maintained for not less than 15 seconds.

(c) Water Supply Pipes and Fittings :

1. Materials.

All galvanized Iron Pipes are to be of mild steel continuous welded, screwed tubes, medium quality conforming to I.S.S. and bearing ISI Marks manufactured by reputed Firms and approved brands as specified. The pipes shall conform to I.S.1239 (Part-I)-1975.

All G.I. Fittings shall be of 'R' Brand manufactured by Ms. R.M. Engineering Ltd, Ahmedabad and 'C' brand manufactured by Present Engineering works or equivalent best quality.

2. Laying of Pipes

The layout of the mains and service pipe set etc., will be done in accordance with the drawings. The contractor is to mark out the exact position of the pipes and fittings at site and take approval of the Engineer In-charge, before taking up the work.

3. Where the Pipes are laid, underground these must not be laid less than 450mm below ground level and coated with one coat of approved black bituminous paint. For laying the G.I. pipes and fittings below ground level, the width and the depth of the trenches for different dimensions for the pipes shall be given as below :

Dia. of Pipe	Width of Trench	Depth of Trench
15mm to 50 mm	300 mm	600 mm
65mm to 100mm	450 mm	750 mm

The pipes shall be laid on a layer of 75mm thick sand and filled up with sand up to 75mm above pipes and the remaining portion of the trench shall then be filled up with proper ramming as described in "Excavation and refilling". The sur plus earth shall be disposed of as directed.

Thrust or anchor blocks of cement concrete 1:2:4 in hard granite chips shall be constructed on all bends or branches to transmit the hydraulic pressure without impairing the ground and spreading it over a sufficient area. Pipes shall not be laid to pass through manholes, catchpit, drain, where, it is unavoidable the pipes shall be carried in sleeve pipe of M.S.A.G.I., as approved by the Engineer-in-charge. The rate should include such a situation.

4. Where Pipes run along walls, the same are to be fixed to the wall with holder but clamps / M.S. Hooks as below:

Dia. of pipe in mm	15	20	25	32	40	50
Horizontal line	2m	2.50m	2.50m	2.50m	3m	3m
Vertical line	2.5m	3m	3m	3m	3.5m	3.5m

Where the pipes are passing through the R.C.C. / Masonry wall / Column / beam or pillars, these must pass through the appropriate higher sizes of C.I./G.I Sleeve Pipes and are to be included in the rates. In case the pipes are embedded in walls and floors it should be painted with one coat of anticorrosive paint of approved quality. All pipes should be fixed horizontal and vertical. For taking the pipes through the walls, floors & roof slabs etc. the holes shall be made by filling with chisels or jumper and not by dismantling the brickwork or concrete. After fixing, the holes shall be made good with cement concrete 1:2:4 and properly finished with C. Plaster 1:4 to match the adjacent surface.

Union Nuts are to be provided in each of the vertical riser or drop on and from G.I Tank and near the Valve and as and where necessary. The long screw fittings of 3 mtrs. for long horizontal lines and inside the lavatory / Kitchen etc.

5. After laying and jointing the pipes and fittings shall be inspected under working condition of pressure and flow. Any joint found leaking pipes should be removed and replaced without extra cost. The pipes and fittings after they are laid shall be tested to hydraulic pressure of 6 Kg/Cm². The test pressure should maintain without loss of for at least half an hour.

6. **Painting**

On completion of the test, the exposed pipes and fittings are to be painted with two coats of synthetic enamel paint of approved colour and brand over a coat of priming.

7. **Measurement**

The length shall be measured in running meter. Correct to centimetre for the finished work, which shall include the pipes and fittings such as Bends, Tees, Elbows, etc., but excludes brass or Gun-metal fixture like tap, Cooks, Valves, PVC connection pipes etc.

8. **Ball Valve**

The ball valve shall be high or low pressure class as stipulated in the Tender Schedule and shall confirm to I.S. 1703-1968, The nominal size of ball valve shall be that corresponding to the size of Pipe for which it is used. The Ball valve shall be of brass or gun-metal and the float for low pressure polyethylene and for high pressure in copper.

Each and every ball valve while in closed position shall withstand and internally applied hydraulic pressure of 20 Kg/Cm² for a minimum period of two minutes without leakage or sweating. Every high pressure ball valve when assemble in working condition, with the float immersed to not more than half its volume shall remain closed against a test pressure of 10.5Kg/Cm² and a low pressure ball valve against a test pressure of 5.3 Kg/Cm².

Polyethylene floats shall be watertight and non-absorbent and shall not contaminate water and with do jointing adhesive jointing parts. The minimum thickness of the copper sheet used for making copper floats shall be of 0.45 mm. The thickness of materials of the float shall be uniform throughout.

9. **Ferrule**

The ferrules for connection with C.I. main shall generally confirm to I.S. 2692-1964 and shall be of nominal bore as specified. The ferrule shall be fitted with 3 screw and 1 plug or valve capable of complete cutting off the supply to the connected pipe as and when required. For fixing the ferrule, the C.I. main shall be drilled and tapped during non-supply hour at 45 to the connected Pipe as that when required. The ferrule must be so fitted, that no portion of the sunk shall be left projecting within the main on which it is fitted. After the ferrule is connected, one C.I. bell mouth cover or with bricks (as specified) shall be kept over the ferrule to cover the ferrule to protect it and the cost thereof is to be included in the item, even if there is no mention.

10. **Non-return Valve (Check Valves)**

The non-return valve shall be of Brass or Gunmetal and shall be of horizontal or vertical flow type and of the size as specified and confirm to I.S. 7810-1959 and I.S. 778-1957. The approximate weights of the valves are given below.

Dia in mm	Horizontal type (in kg)	Vertical type (in kg)
15	0.30	0.25
20	0.55	0.25
25	0.90	0.75
32	1.25	0.90
40	1.70	1.20
50	2.90	1.45
65	5.25	2.15
80	7.70	4.10
	± Tolerance 5%	

11. (Omitted)

12. (Omitted)

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13. Bibcock & Stopcock

These shall conform to I.S.781-1967 and bear ISI Mark. The bibcock is a draw off tap with a horizontal inlet and free outlet and stopcock is a valve with a suitable means of connection for insertion in a pipeline for controlling or stopping the flow. This shall be of screw down type. The cock shall open in anti-clockwise direction. The stopcocks should be of C.R open type/concealed type/angle valves type as specified in tender schedule. Bibcock should be also C.R Brass bibcock.

14. Full way Valve (Brass)

Full way valve is a valve with suitable means of connection for insertion in a pipeline for controlling or stopping the flow. The valve shall be of brass fitted with a cast-iron wheel and shall be of gate valve type conforming to I.S, 780-1960, opening Full way and of the size as specified.

Dia. in mm	Flanged End Valves in kg	Screwed End Valve in kg
15	1.021	0.567
20	1.503	0.680
25	2.498	1.077
32	5.232	1.559
40	6.082	2.268
50	6.691	3.232
65	10.149	6.840
80	13.281	8.845

15. Gun Metal Full Way Valve

This shall be of the Gun-Metal fitted with wheel and shall be of Gate-Valve type opening full way. This shall conform to I.S, 778-1971. Class I. The Valves should bear ISI Mark.

1. (Omitted)

2. Excavation of Trench for laying Sewer Pipes .

The trenches for the pipes shall be excavated to the lines & level as directed. The bed of the trench shall have to be evenly dressed throughout from one change of grade to the next. The gradient is to stout by means of sight rails and boning rods and required depth be excavated at any point. The depth of the trench shall not less than one metre, measured from top of the pipe to the surface of the ground under roads and not less than 0.75m elsewhere. The width of the trench shall be the nominal diameter of the pipe plus 350m. The bed of the trench if in soft or made up earth, shall be well watered and rammed before laying the pipes and the depressions if any shall be properly filled with sand and consolidated in 200mm layers. Depending on soil condition, piling may even be necessary if so desired by the Engineer In-charge. If rock is met with, it shall be removed 150 mm below the level of the pipe and the trench will be refilled with sand and consolidated. The excavated materials shall not be placed within One Mtr. or half of the depth of the trench whichever is greater from the edge of the trench. The trench shall be kept free from water. Shoring and shuttering shall be provided wherever required. Excavation below water level shall be done after dewatering the trenches. After the excavation of the trench is completed, foundation of cement concrete 1.4.8 in hard granite metal (size 40mm) shall be laid with proper level all along under the length of the pipe with launching on all around concrete as per drawing.

3. Laying, Jointing, launching of the Pipes and fittings.

Drain Pipes (S.W. pipe & other pipes used for drain and Sewer) shall be laid in straight lines and to the even gradients as shown in the layout drawings. The socket end of the pipes shall face stream. Adequate care shall be exercised in setting out and determining the level of the pipes and the contractor shall provide suitable instruments, templates, sight rails, boning rods and other equipment's necessary for the purpose. In the case of pipes with joints to be made with loose collars, the collars shall be slipped on before the next pipe is laid. In those joints, a tight ring of twisted tarred jute soaked in cement mortar filling to ensure proper alignment and prevent. Cement entering the pipes. Cement compound joints is to be finished with proportion 1.1 with 45 beveling. The joints are to be kept wet with wet bag until the same are properly set with. The cement mortar joints shall be cured at least for 7 (Seven) days. In the case of S.W. Pipe joints (socket & spigot), they should be caulked first with tarred jute (Spun) of required diameter, almost quarter depth of the socket, after which cement mortar 1:1 is pushed in with wooden chisel and finishing beveled at outside at 45 degree. Instead of jute of hump rubber gasket of proper size may also be used. The whole joint must be cured for not less than three days. In case of pipes less than 250m dia., joints should be made at ground level with three pipes at a time and for larger ones two pipes at a time and after curing they should be soiled in foundation with the help of the ropes. All pipes should be properly launched with cement concrete 1.3.6 with washed gravel where the pipes are crossing the drain or all round concrete 1.3.6 with washed gravel is to be done to 150 mm thick over the barrel of the pipe. The whole of the drain work shall be tested when laid, and at the completion of the contract, to the satisfaction of the Engineer-in-charge and shall be retested if necessary until found satisfactory. The test shall be made by means of water under pressure at the highest point of the Section under test and providing an air pipe at the lower end of the line. Maximum head of 5 (five) feet (1.5m) must be maintained.

4. Excavation and Filling

Excavation for drain and pipe trenches shall be straight and to correct depth and gradient. The trench bottom shall be of required width as per specification to allow working space for pipe jointing. Excavated materials shall be dumped away from the site as directed by Engineer-in-

charge. Suitable precautions are to be taken to prevent in flow of water into the excavated area, during construction.

The contractor at his own expense shall pump out or otherwise remove any or all water which during the continuance of contract may be found in the excavated trenches to keep the trench clear of water during the work under progress. The pipeline shall not be refilled and covered, until the line the rein has been passed and tested.

5. Buried Services

All pipes, cable mains and other services exposed by the excavations shall be effectively supported by timbering or other means for which no extra payment will be allowed. The contractor shall be responsible for any damage occurring to buried services and make good the same at his own cost to the satisfaction of the Engineer-in-charge.

6. Trench condition:

Where a trench is excavated and refilled after laying the pipe, settlement of the earth in the refilled trench take place. The filling above the top of pipe, settles relatively, more than the sides of the trench, thereby developing frictional resistance. The contractor is required to take special precaution against this, while refilling the trenches. Procedure for backfilling as stipulated earlier should be strictly followed.

7. Inspection Chambers/Manholes

At every change of alignment, gradient or diameter of a drain there shall be a manhole or Inspection Chamber. The maximum distance between man hole chamber shall be 30 meters for the lineal straight. All manhole and inspection chamber shall have internal dimension as shown in drawing and B.O.Q. The depth of invert shall be fixed to the gradient. The foundation for Manhole shall be 175mm thick & with cement concrete 1.3.6 in hard stone metal / granite metal of 40mm size. The concrete shall project 150mm beyond the external faces of the brickwork. The brick masonry shall be done in cement mortar in the proportion of 1:4 and thickness of the brick wall should be 250mm thick up to 1200mm depth from Ground Level and beyond that the wall thickness shall be maintained 375mm. The inside surface of the walls of the chamber, shall be finished with cement plaster 1.3 and outside with cement pointing 1.3. In addition to this, the inside surface should also be provided with cement punning. On the top of base concrete channeling on C.C. 1.2.4 with granite chips is to be done keeping the diameter equal to the dia. of drain pipe and depth equal to half of the dia. of pipe.

The channel, should be done longitudinally at the centre, connecting both the ends of the pipe. The channel is to be hunched up with concrete 1.2.4 with hard granite chips of size 12mm sloping upwards from the edge of channel to meet the side of chamber at gradient of 1:6. The channel and benching are to be finished smooth and cement mortar 1.3 and punning unless it is unavoidable. The branch should deliver sewerage in the Manhole in the direction of main flow and the junction must be made with care so that the flow in the main is not impeded. Channels for drains coming from the side of the Manhole Chamber shall be curved to meet the main drainage channels. The Manhole and Inspection Chambers shall be covered with R.C.C. cover slab of thickness 100mm to 150mm according to the requirement at site. One C.I. Manhole cover of diameter and weight as stipulated in the tender schedule shall be fixed, on the cover slab.

Unless otherwise mentioned the C.I. Cover and Frames and shall conform to I.S. 1726/1960. Heavy duty covers etc., under heavy vehicular traffic condition and capable of bearing wheel loads up to 11.25 tons, are to be used and medium duty under light type wheel traffic loads and light duty for domestic premises are to be used. Covers and Frames shall be clearly cast, double water seal type and they shall be free from all sand holes. The cover shall be gas tight and water tight with proper water-seal. The C.I. Cover and frame shall be coated with two coats of black bituminous paint. The frame of Manhole cover shall be fixed on the slab while the slab is cast. R.C.C. M.H. covers of 50cm dia. and 100mm thickness shall be fitted ki line of C.I.M.H. cover if stipulated in the bill of quantity of the tender schedule.

8. Gully Trap Chamber

The size of chamber for 100mm HCl yard gully shall be of 300mm X 300mm (Inside). Foundation with 100mm thick cement concrete 1.3.6 with hard granite metal of size 40mm from outer surface of wall and Brick work in cement mortar 1.4, 125mm thick, depth up to

600mm maximum. The finishing of masonry wall both inside and outside should be done in cement mortar 1.4 cement punning should be provided on the inner surface the trap should be buried in cement concrete 1.2.4 in H.G. chips up to the mouth and one hinged C.I. Grating of size 300mm x 300mm are to be fixed on the top of mouth of Gully trap to arrest rubbishes shall be provided. The foundation, should project 75mm from outer.

GENERAL CONDITIONS

Civil Works

1. Drawings & Specifications

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost. Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorized representative shall at all reasonable times have access to the same.

2. Contractor's Responsibility.

- a. The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.
- b. Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in- charge immediately for his decision. All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.
- c. All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in-charge before incorporation in the works.
- d. The Engineer-in-charge may from time to time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.
- e. All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.
- f. Alteration / Addition & Omissions
The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or allot followings:

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- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the levels, lines, position and dimensions of any part of the works, and
- d) Execute additional works of any kind necessary for the completion of the work.

No such variation shall in any way ratify or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.

- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice.

Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not vitiate the contract, but be adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

4. Valuation of variations

- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in-arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all. Items or works in the prices schedule as also for valuation of variation.
- b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtue of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus 15 (fifteen) percent towards over-heads.

5. The Offers are also to include

A)To supply all materials, labour, supervision, services, supports, scaffoldings, approach road, construction equipment's, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.

B)To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and schedule of quantities.

C) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.

D) Providing shoring and shuttering to avoid sliding of the soils and removal of the same or completion.

E) De-watering as required and directed.

F) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately usable and disposal of surface earth and materials from site as directed.

G) Curing of all concrete and cement works as per specification and direction,

H) Centering, shuttering as required for all concrete work.

I) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.

J) To provide water and power required for construction testing and commissioning.

K) Testing of materials and works as per specification and direction.

6. Following specifications/codes with up-to-date correction/modification shall be applicable:

- a) Specifications of Civil/Electrical works/Horticulture works and conditions mentioned in this bid document are strictly to be followed.

b) OPWD Specifications for civil and electrical and horticulture works as applicable.

1. The agency shall execute its work so as not to interfere with or hinder the progress or completion of the work being performed by other agency(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other agency simultaneously working or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

2. If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The agency will take permission from the police authorities etc. if required for work during

night hours, no claim / hindrance on this account shall be considered if work is not allowed during night time.

3. The agency shall be responsible for the watch and ward / guard of the buildings safety, fittings

4. and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the end user. No extra payment shall be made on this account.

5. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the agency shall, if required, by the Engineer-in-Charge, furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material / procured by the agency for incorporation in the work satisfies the provisions of specifications / BIS codes relevant to the material and/or the work done.

6. The agency shall procure the required materials in advance so that there is sufficient time for testing of the materials and clearance of the same before use in the work. The agency shall provide at its own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work.

7. Regarding testing of civil & electrical materials, the testing of materials shall be conducted in Govt. Laboratory like NTH/ Govt. colleges/ IITs/NITs or from the laboratory approved by Engineer-in-charge. The charges of testing of materials in approved laboratory shall be borne by the agency for lot size, number of required tests and frequency of testing, while deciding these criteria OPWD Specifications & Provisions of BIS Code and Standard Practices may be referred. Volume of work, Practical Difficulties and Site Conditions etc. may also be kept in view. The lot size, number of tests and frequencies of testing can be altered or modified by the Engineer-in-charge from the prescribed limits.

8. It should clearly indicate the Machinery and other Tool & Plants required to be deployed at site by the agency. Entire Machinery and T&P may not be required at the start of work, therefore, a proper time schedule by which each Machinery & T&P is to be brought at site should also be indicated.

9. All the registers of tests carried out at Construction Site or in outside laboratory shall be maintained by

the agency in the format as per OPWD guidelines in general. These will be inspected by Engineer-in-charge or his/her representative at any point of time.

10. The Agency shall allow access to Third Party Quality Assurance Agency (TPQAA) engaged by Engineer-in-charge to have a control on quality and methodology of execution. At least 10% of Samples of materials including Cement Concrete Cubes shall be taken jointly by Agency and TPQA / Engineer-in-charge or his authorized representative. All arrangements for transporting and getting them tested shall be made by the Agency.

11. All the tests in field lab setup at Construction Site shall be carried out by the Quality control team to be engaged by the Agency which can be witnessed by Engineer-in-charge or his representative. Weekly report of Tests to be conducted shall be submitted to Engineer-in charge or his representative.

12. All the entries in the registers will be made by the designated Engineering Staff of the Agency on regular basis.

13. Agency shall be responsible for safe custody of all the test registers & reports at site office.

14. Submission of copy of all test registers, Material at Site Register and hindrance register along with each alternate Running Account Bill and Final Bill shall be mandatory.

15. All material received at site shall be entered in MAS Register and copy of Supply order, MTC & Bill-invoice and purchase vouchers shall be maintained in order. The MAS Registers including Cement and Steel Registers shall be maintained by a qualified staff of Agency which may be inspected by Engineer-in-charge or his/her designee at any time. The daily report of receipt of material shall be sent to Engineer-in-charge or his/her designee. The contractor has to produce these documents as and when required by Engineer-in-charge or his/ her designee.

16. Samples for testing, as per approved Quality Assurance Plan, shall be provided by contractor at his cost. The Employer may require additional samples for testing at contractors cost. Cost of assistance, labour, electricity, fuel, stores, apparatus and instruments, consumables and tests performed at site shall

be borne by contractor. Cost of packing and forwarding and testing charges for the tests those cannot be performed at site and to be performed in outside laboratory shall be borne by the Contractor. All costs involved in carrying out the tests and other incidental expense thereto shall be borne by the contractor regardless of the result of the tests.

17. Non-destructive test methods such as core test and ultrasonic pulse velocity test shall be carried out by the contractor at his own expense if so desired by the Employer. Such tests shall be carried out by an agency approved by H&UDD and shall be done using only recommended testing equipment. The acceptance criteria for these tests shall be as specified by the testing agency or good engineering practice and as approved by the H&UDD.

18. Method Statement -

a) The agency shall submit a 'Method statement' for every important activity for the approval of the Engineer-in-charge soon after the award of work to him. The 'Method statements', should have a description of the item with elaborate procedures in steps to implement the same, the specifications of the materials involved, their testing and acceptance criteria, equipment to be used, precautions to be taken etc. Pour card, check-list for Execution of work -

a) As and when any important item is taken up for execution, the agency shall submit the specifications and develop a checklist and Pour card. This sample checklist should be got approved from the competent authority and should be used at site. This check list should be shown to the Engineer-incharge or his/her designee during inspection. This procedure is to be followed for all hidden items, water proofing works, CC/RCC work, Steel- reinforcement, shuttering, doors & windows, plumbing, including water supply pipe lines, roof treatment, earth filling, ACP cladding and structure glazing etc.

b) The agency shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording etc. as per the directions and nothing extra shall be payable to the agency on this account.

19. The bidder shall acquaint himself with the proposed site of work, its approach roads, working space available before quoting his rates.

a) No Entry/exit/roads other than specified by the Engineer-in-charge for purpose of construction activities will be allowed to be used for construction activity purposes or movement of trucks/lorries/load-carriers and nothing extra/ delay whatsoever will be accounted for on this part.

b) The agency shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and water-ways. He shall make good at his cost and to the satisfaction of the Engineer-in Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused thereon by the agency. All waste or superfluous materials shall be removed by the agency without any reservation entirely to the satisfaction of the Engineer-in-Charge.

- c) In the event of any restrictions being imposed by the Security agency, NAC KODALA & Police authorities/ Traffic or any other authority having jurisdiction in the area on the working or movement of labour/material, the agency shall strictly follow such restrictions and nothing extra shall be payable to the agency on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc.
- d) The proposed work is highly prestigious; therefore quality of work is of paramount importance. Agency shall have to engage well experienced skilled labour to execute the work.
- e) The agency shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The agency shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.
- f) The agency shall ensure that no construction leachate (e.g. cement slurry etc.), is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including, reduction of wasteful curing processes, collection, basic filtering and reuse. The agency shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage Channel, perimeter dike/swale, etc. shall be constructed to carry the pollutant laden water directly to the treatment device or facility (Municipal sewer line)
- g)The agency shall comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 Constructional practices and safety- 2016, National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first-aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in first-aid shall be available at work site to render and direct first-aid to casualties. A telephone may be provided to first-aid assistant with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities. The agency will cover the under construction buildings from all sides with safety barrier for required height.
- h)The agency shall be required to protect the flooring work and facade work with suitable material till handing over of the building. Nothing extra shall be payable on this account.
- i)The agency will cover the under construction buildings from all sides with safety nets for full height. The guideline of Safety, Healthy and Environment Handbook 2019 of CPWD (available on CPWD Website) will be followed in respect of safety and environment Department.
- j)The Agency shall remove from site all rubbish and debris generated by the Works and keep Works clean and tidy throughout the Contract Period. All the serviceable and non- serviceable waste material shall be segregated and stored separately, rubbish & Other waste materials shall be disposed of to the authorized C&D waste recycling plant/Agent as directed by Engineer in Charge or disposed off to recycling agents and necessary documentations shall be submitted to Engineer- in-charge. In this regard directives of NGT or any other authority shall be a binding on Agency.

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SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

SCHEDULE-B

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED
GRADUATE ENGINEER / DIPLOMA HOLDERS
(for Super class / special class / A class contractors only)

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

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

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

Signature of the tenderer.

Date :-

Contractor

Executive Officer (Tender)

ANNEXURE – I OF SCHEDULE-C

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

Sl. No.	List of plants and equipments	Requirement	Marks
(i)	Concrete Mixture	2 Nos	20
(ii)	Generator 33 KVA	1 No	10
(iii)	Needle Vibrator	2 Nos	10
(iv)	Plate Vibrator	2 Nos	10
(v)	Truck / Tipper	2 Nos	20
(vi)	Steel Centring & Shuttering materials	500 Sqm	20
(vii)	Hydraulic Excavator	1 No	10
	TOTAL		100

NOTE:

20. Capacity of each plant and equipment should be as per specification attached separately.
21. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
22. The equipment mentioned above must be included in Schedule “C” and clearly indicated as “Owned/leased.”
23. The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
24. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

Signature of the tenderer.

Date :-

Sd/-

HIRE CHARGES OF PLANTS AND MACHINERIES

Sl No.	Description			Usage Rates in Rs.	
	Machine	Activity	Output	Unit	Rate
1.	Dozer D-50-A-15	Spreading	200cum/hour	Per hour	1831.00
		Cutting	100cum/hour	Per hour	
		Cleaning	150cum/hour	Per hour	
2.	Dozer D-80-A-12	Spreading	300cum/hour	Per hour	2519.00
		Cutting	150cum/hour	Per hour	
		Cleaning	250cum/hour	Per hour	
3.	Motor Grader 3.35meter blade	Clearing	200cum/hour	Per hour	1545.00
		Spreading	200cum/hour	Per hour	
		GSB	50cum/hour	Per hour	
		WMM	50cum/hour	Per hour	
4.	Tractor with ordinary grader			Per hour	289.00
5.	Hydraulic Excavator of 1cum bucket	Soil ordinary	60cum/hour	Per hour	840.00
		Soil Marshy	60cum/hour	Per hour	
		Soil unsuitable	60cum/hour	Per hour	
6.	Hydraulic Excavator of 2cum bucket	Soil		Per hour	1868.00
7.	Front End loader 1 cum bucket capacity	Soil loading	60cum/hour	Per hour	520.00
		Aggregzate loading	25cum/hour	Per hour	
8.	Tipper 5cum	Transportation of soil, GSB, WMM, Hotmix etc.	5.5cum	Per km.	24.00
				Per tonne.km	2.50
				Per hour	582.00
9.	Vibratory Roller 8-10 tonne	Earth/soil	100cum/hour	Per hour	994.00
		GSB	60cum/hour	Per hour	
		WMM	60cum/hour	Per hour	
10.	Smooth wheeled Roller 8-10 tonne	Soil compaction	70cum/hour	Per hour	339.00
		BM compaction	25cum/hour	Per hour	
11.	Sheep foot Roller	Soil compaction		Per hour	65.00
12.	Truck mounted water tanker	Water transport	6kL	Per hour	582.00
13.	Tractor	Pulling	50HP	Per hour	231.00
14.	Rotavator	Mixing	25cum/hour	Per hour	11.00
15.	Ripper	Scarifying	60cum/hour	Per hour	18.00

Sd/-

16.	Air compressor	General purpose	170/250cfm	Per hour	206.00
17.	Diesel Compressor		400cfm	Per hour	856.00
18.	Diesel Compressor		300cfm.	Per hour	711.00
19.	Electrical Compressor		500cfm	Per hour	497.00
20.	Wet Mix Plant 60 TPH	Wet Mix	25cum/hour	Per hour	777.00
21.	Wet Mix Plant 75 TPH	Wet Mix	34cum/hour	Per hour	1036.00
22.	Mechanical broom hydraulic	Surface cleaning	1250sqm/hour	Per hour	230.00
23.	Bitumen pressure distributor	Applying bitumen tack coat	1750sqm/hour	Per hour	692.00
24.	Emulsion pressure distributor	Applying emulsion tack coat	1750sqm/hour	Per hour	516.00
25.	Hotmix plant-120 TPH	DBM/BM/SDC/ Premix	40cum/hour	Per hour	15,100.00
26.	Hotmix plant-100 TPH	DBM/BM/SDC/ Premix	30cum/hour	Per hour	11,167.00
27.	Hotmix plant-60 to 90 TPH	DBM/BM/SDC/ Premix	25cum/hour	Per hour	8930.00
28.	Hotmix plant-40 to 60 TPH	DBM/BM/SDC/ Premix	17cum/hour	Per hour	7,150.00
29.	Hotmix plant-8 to 10 TPH	DBM/BM/SDC/ Premix	cum/hour	Per hour	1025.00
30.	Paver finisher Hydrostatic with sensor control 100 TPH	Paving of DBM/BM/SDC/ Premix	40cum/hour	Per hour	1725.00
31.	Paver finisher Mechanical 100 TPH	Paving of WMM /PMC Paving of DLC	40cum/hour 40cum/hour	Per hour Per hour	739.00
32.	Paver finisher Mechanical	Paving of DLC	75cum/hour	Per hour	1846.00
33.	Hydraulic Chips Spreader	Surface dressing	1500sqm/hour	Per hour	1700.00
34.	Tandem Road Roller	Rolling of Asphalt surface	30cum/hour	Per hour	738.00
35.	Pneumatic Road Roller	Rolling of Asphalt surface	25cum/hour	Per hour	802.00
36.	Pothole repair machine	Repair of potholes	4cum/hour	Per hour	585.00
37.	Bitumen boiler oil fired	Bitumen spraying	1500 litre	Per hour	128.00
38.	Tar boiler	Bitumen spraying		Per hour	74.00
39.	GSB plant 50 cum	Producing GSB	40cum/hour	Per hour	670.00
40.	Mastic Cooker	Mastic wearing coat	1 tonne	Per hour	1586.00
41.	Batching and Mixing plant 15-20 cum.	Concrete Mixing	13cum/hour	Per hour	1200.00
42.	Batching and Mixing plant 30 cum.	Concrete Mixing	20cum/hour	Per hour	1440.00
43.	Batching and Mixing plant 112.5 cum.	Concrete Mixing	75cum/hour	Per hour	2760.00
44.	Batching and Mixing plant 262.5 cum.	Concrete Mixing	175cum/hour	Per hour	5160.00
45.	Transit Mixer	Transportation of concrete mix to site.	4.5cum/hour 3cum/hour	Per hour Per hour	600.00 550.00
46.	Grout pump			Per hour	65.00
47.	Concrete pump of 45 & 30 cum	Pumping concrete	33cum/hour 22cum/hour	Per hour	165.00
48.	Pump with 5HP diesel engine	Pumping of Water		Per hour	59.00
49.	Pump with 10HP diesel engine	Pumping of Water		Per hour	108.00
50.	Pump with 20HP diesel engine	Pumping of Water		Per hour	166.00
51.	Pump with 40HP diesel engine	Pumping of Water		Per hour	278.00
52.	Pump with 40HP electrical	Pumping of Water		Per hour	149.00
53.	Pump with 50HP electrical	Pumping of Water		Per hour	182.00
54.	Cranes 80 tonnes	Lifting purpose		Per hour	825.00
55.	Cranes 35 tonnes	Lifting purpose		Per hour	550.00
56.	Cranes 3 tonnes	Lifting purpose		Per hour	230.00
57.	Crawler mounted crane(18T)	Lifting purpose		Per hour	1717.00
58.	Tower Crane	Lifting purpose		Per hour	551.00
59.	Welding	Welding		Per hour	81.00
60.	Gunning machine without compressor			Per hour	91.00
61.	Mechanical Winch(10T)			Per hour	224.00
62.	Power Winch(40HP)			Per hour	220.00

63.	Concrete Bucket	For pouring concrete	1cum	Per hour	10.00
64.	Kerb casting machine	Kerb making	80RM/hour	Per hour	200.00
65.	Concrete Mixer 0.4/0.28 cum 1 cum	Concrete Mixing	2.5cum/hour 7.5cum/hour	Per hour Per hour	177.00
66.	Vibrator(3HP diesel)	Compacting concrete		Per hour	106.00
67.	Piling Rig with Bantonite pump	0.75m dia to 1.2m dia boring attachment	2 to 3RM/hour	Per hour	3525.00
68.	Concrete Paver Finisher with 40HP Motor	Paving of concrete surface	20cum/hour	Per hour	1850.00
69.	Integrated stone crusher	Crushing of spalls Crushing of spalls	100TPH 200 TPH	Per hour	5590.00 11760.00
70.	Stone crusher(electrical)	Crushing of spalls		Per hour	184.00
71.	Crushing & processing plant(electrical)			Per hour	235.00
72.	Concrete paver Finisher with 40HP Motor	Paving of concrete surface	175cum/hour	Per hour	16188.00
73.	Prestressing Jack with Pump & Access	Stressing of steel wires / stand		Per hour	83.00
74.	Generator 100KVA	Generation of Electric Energy	100KVA	Per hour	450.00
75.	Generator 250KVA	Generation of Electric Energy	100KVA	Per hour	1125.00
76.	Generator 33KVA	Generation of Electric Energy	50KVA	Per hour	240.00
77.	Generator 40KVA	Generation of Electric Energy	KVA	Per hour	425.00
78.	Generator 125KVA	Generation of Electric Energy	KVA	Per hour	905.00
79.	Pneumatic Sinking Plant	Pneumatic sinking of wells	1.5 to 2.0 cum/hour	Per hour	2690.00
80.	Truck 5.5cum per 10 tonnes	Material Transport	4.5cum	Per km. Per ton.km. Per hour	20.00 2.00 557.00
81.	Road Marking machine	Road marking	100sqm/hour	Per hour	60.00
82.	Mobile slurry seal equipment	Mixing and laying slurry seal	2700sqm/hour	Per hour	650.00
83.	Wagon drill			Per hour	128.00
84.	Dimond drill			Per hour	338.00
85.	Inwell rings			Per hour	72.00
86.	Jack hammer			Per hour	9.00
87.	Pneumatic rammer			Per hour	13.00
88.	Pusher leg			Per hour	5.00

Signature of the tenderer.

Date :-

ANNEXURE – III OF SCHEDULE-C

**CERTIFICATE TO BE ISSUED BY THE EXECUTIVE ENGINEER
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE
DEPLOYED.**

(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

- c) I have verified the ownership documents with the identification no. Of the Machineries / Equipments.
- d) Machines are currently utilized exclusively for the work under the Division.
- e) The facts provided are true as on the date of issue of this document to the best of my knowledge.

EXECUTIVE ENGINEER

ANNEXURE – IV OF SCHEDULE-C

**TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE
TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work
(i)	Concrete Mixture	2 Nos				
(ii)	Generator 33 KVA	1 No				
(iii)	Needle Vibrator	2 Nos				
(iv)	Plate Vibrator	2 Nos				
(v)	Truck / Tipper	2 Nos				
(vi)	Steel Centring & shuttering materials	500 Sqm				
(vii)	Hydraulic Excavator	1 No				

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature of the tenderer.

Date :-

**PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE
WORK**

Sl. No	Name of equipment	Total requirement				Equipment in hand		Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

- Construction Equipments
- Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

- If leased indicate the date when the current lease expires

Signature of the tenderer.
Date :-

WORKING EXPERIENCE**D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED**

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

*Attach certificate(s) from the Engineer(s)-in-Charge (**Not below the rank of Executive Engineer/Superintending Engineer**)

Signature of the tenderer.

Date :-

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

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

*Attach certificate(s) from the Engineer(s)-in-Charge (**Not below the rank of Executive Engineer/ Superintending Engineer**)

Signature of the tenderer.

Date :-

SCHEDULE-"E"

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

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

Note:

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

Signature of the tenderer .

Date :-

Sd/-

AFFIDAVIT

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

(Signed by an Authorised Officer of the firm or
Bidder) Date:

Sd/-

SCHEDULE -G**Existing commitments and on-going works:**

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

*Attach certificate(s) from the Engineer(s)-in-Charge (**Not below the rank of Executive Engineer /Superintending Engineer**)

Signature of the tenderer.

Date :-

SCHEDULE-H**WORKING EXPERIENCE****LIST OF WORKS EXECUTED DURING LAST FIVE YEARS**

Name of Employer	Name of the work and Agreement No.	Contract price in Indian Rupees	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Financial Year wise value of work executed		Reasons for delay in starting/ completion, if any
						Financial Year	Value of work executed in Indian Rupees	
1	2	3	4	5	6	7a	7b	8

*Attach certificate(s) from the Engineer(s)-in-Charge (**Not below the rank of Executive Engineer /Superintending Engineer**)

Signature of the tenderer.

Date :-

Sd/-

SCHEDULE-I

SAMPLEFORMATSUNDE
R TAKING

This is to certify that

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

**Signature of the
Tenderer. Date:-**

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

Sd/-

MEMORANDUM OF UNDERSTANDING

First Party I Sri/Smt....., Aged years, S/O-, At /
P.O. / Dist..... (Hereinafter called the First Part)

AND

Second Party I Sri/Smt....., Aged years, S/O-, At /
P.O. / Dist-..... (Hereinafter called the Second Part) having H.T. / L.T. license registration
No..... valid up to

AND WHEREAS the First Party of 1st part is the Managing Partner of

AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for
the tender work, “”

AND WHEREAS the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

1. That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
2. That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Engineerin-Charge.
3. That, the First Party shall receive payment, signing the bill the document for the concerned work.
4. That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.

In witness where of both the party have signed in presence of

WITNESS

W₁ -

W₂ -

Signature of the Tenderer

Date.....

Sd/-

RELATIONSHIP DECLARATION

To,
The Tender Inviting Officer,
Subject: (Name of the Work)
Reference: (Bid reference
Sir number)

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

Relationship:
Name:
Designation
Office
Address

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

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

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

Yours Sincerely

Signature of the
Tenderer. Date:-

Sd/-

CERTIFICATE OF NO RELATIONSHIP

I / We hereby certify that I/We* am/are* related / not related to any officer of **Kodala NAC** of the rank of Assistant Engineer & above and any officer of the rank of Assistant Executive Engineer/ Under Secretary and above of the Urban Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/ours* contract will be rescinded with forfeiture of EMD and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*)- Strike out which is not applicable.

SIGNATURE OF THE BIDDER

**Executive Officer
NAC Kodala**

Sd/-

DECLARATION ABOUT SITE INSPECTION

To,
**The Executive Officer
NAC Office, Kodala
(Odisha) Pin-761 032**

Name of Work: - Market Complex Building (Basement+G+2),Kodala

Dear Sir,

It is hereby declared that as per OPWD(NAC KODALA) FOR e-BIDDING, I/ We the bidder, in presence of below mentioned OPWD (NAC KODALA) officials, have inspected and examined the subject site and its surrounding and satisfy myself / ourselves (so far as is practicable), the forms and nature of the site ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date.

I /We bidder shall be responsible for arranging and maintaining at 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 me/us implies that I / We have read this notice and all other contract documents and has made myself /ourselves aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

The cost of visiting the site along with the project divisional personnel and collecting relevant data shall be at our own (Bidder) expenses.

- 16. Name of Bidder's Representative with designation;
- 17. Name of Bidder/Firm
- 18. NIT No:
- 19. Name of the Site Visited:.....
- 20. Date of Visit and Time:

Yours faithfully

Counter signed by

Bidder/ Representative of the Bidder

**Executive Officer/ Engineer in Charge
NAC,Kodala**

DECLARATION ABOUT TENDER PRESENTATION

To,

**The Executive Officer
NAC Office, Kodala
(Odisha) Pin-761 032**

Name of Work: - Name of Work: - Market Complex Building (Basement+G+2),Kodala

Dear Sir,

It is hereby declared that as per OPWD (NAC KODALA) FOR e-BIDDING, I/ We the bidder, confirm that, we would be giving the technical presentation along with financial credential and technical know how's in physical, no online participation would be allowed. Respective person who is giving presentation should have engineering / Management back ground

2. Name of Bidder's Representative with designation;

3. Name of Bidder/Firm

4. NIT No:

5. Name of the Person giving presentation:.....

Yours faithfully

Counter signed by

Bidder/ Representative of the Bidder

**Executive Officer/ Engineer in Charge
NAC,Kodala**

Sd/-

BIDDERS CONTACT INFORMATION

Name of the Bidder : _____

Class : _____

Address : At- _____
P.O. _____
Dist: - _____
Pin: - _____

Telephone No. : _____

Mobile No. : _____

E-mail Id : _____

Total: - 100 (One Hundred) pages only
Memo Annx : 08 Pages

Approved for 100 (One Hundred) pages only
Memo Annx : 08 Pages

Sd/-
Executive officer
NAC KODALA

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 07764600022025 632 /W., Bhubaneswar Dt. 2.1.26**Sub- Clarification on Works Department Office Memorandum No.173 dt 03.01.2026 regarding Amendment of Codal and Contractual Provisions.**

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

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

By order of the Governor



Principal Secretary to Government

Memo No. 633 /W, dated 9.1.26

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.

Jha
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

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

Jha
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

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

Jha
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

Jha
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

Jha
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 638 /W., Dt. 9.1.26

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

Memo No. 639 /W., Dt. 9.1.26

EIC-cum-Special Secretary to Government

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department/ Works Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department/ Works Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 640 /W., Dt. 9.1.26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 641 /W., Dt. 9.1.26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 642 /W., Dt. 9.1.26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 643 /W., Dt. 9.1.26

Copy forwarded to all Collectors & DMs for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. / 644 W., Dt. 2.1.26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

Handwritten signature and date: 09.01.2026

EIC-cum-Special Secretary to Government

Memo No. / 645 W., Dt. 2.1.26

Copy forwarded to DDG & State Informatics Officer. National Informatics Centre, Odisha State Centre, Bhubaneswar, Email- sio-ori@nic.in for information and necessary action.

Handwritten signature and date: 09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 646 /W., Dt. 2.1.26

Copy forwarded to the Chief Executive Officer (Administrative), Odisha Computer Application Centre(OCAC), Bhubaneswar, for information and necessary action.

Handwritten signature and date: 09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 647 /W., Dt. 2.1.26

Copy forwarded to all EICs/CEs/CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

Handwritten signature and date: 09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 648 /W., Dt. 2.1.26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

Handwritten signature and date: 09.01.2026

EIC-cum-Special Secretary to Government



GOVERNMENT OF ODISHA
WORKS DEPARTMENT

ANNEXURE REF : 02

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.

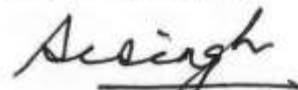
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination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

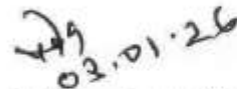


Principal Secretary to Government

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.

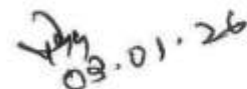
They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.



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

Memo No. 176 /W., Dt. 03/01/26

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 177 /W., Dt. 03/01/26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

Jh
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 178 /W., Dt. 03/01/26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

Jh
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 179 /W., Dt. 03/01/26

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

Jh
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 180 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department respectively.

Jh
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 181 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

Jh
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 182 /W., Dt. 03/01/26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

Jh
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 183 /W., Dt. 03/01/26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

Jyoti
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 184 /W., Dt. 03/01/26

Copy forwarded to all Collectors & DMs for information and necessary action.

Jyoti
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 185 /W., Dt. 03/01/26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

Jyoti
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 186 /W., Dt. 03/01/26

Copy forwarded to all CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

Jyoti
03.01.26

EIC-cum-Special Secretary to Government

Memo No. 187 /W., Dt. 03/01/26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

Jyoti
03.01.26

EIC-cum-Special Secretary to Government