



GOVERNMENT OF ODISHA
HOUSING & URBAN DEVELOPMENT DEPARTMENT

**OFFICE OF THE SUPERINTENDING ENGINEER,
P.H. DIVISION, SAMBALPUR-768001**
E-Mail: eephdsbp@gmail.com

DETAILED TENDER CALL NOTICE (DTCN) FOR
Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron
Socket & Spigot Pipes in connection with the Work
"Improvement of water supply to Attabira NAC".

APPROXIMATE ESTIMATED COST: Rs. 122.17 Lakhs
(indicative)

Bid Identification No. SEPHSBP-02/2026-27 Dt. 13.07.2026

COST OF TENDER PAPER: Rs 10,000.00
(Rupees Ten Thousand) only



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SECTION-I



GOVERNMENT OF ODISHA

OFFICE OF THE SUPERINTENDING ENGINEER, P.H. DIVISION, SAMBALPUR

e-mail: cephdsbp@gmail.com

INVITATION FOR BIDS (IFB) FOR “Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work “Improvement of water supply to Attabira NAC”.

National Competitive Bidding through e-Procurement

Bid Identification No. SEPHSBP-02/2026-27 Dt. 13.07.2026

The **Superintending Engineer, P.H. Division, Sambalpur** Tender Inviting Authority (TIA) on behalf of Governor of Odisha invites sealed tenders in two bid systems (Part-I Technical bid and Part-II Financial bid) on item rate basis in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN) from manufacturers meeting the minimum Eligibility Criteria for supply of materials, as detailed herein, which is to be delivered at **PH Stores / work site at Attabira**. The bid should be submitted on-line in the website www.tendersodisha.gov.in by eligible manufacturers. The bidder should have the necessary Portal Enrolment with his own Digital Signature Certificate.

Sl. No	Brief Description of Materials	Approx. Value of Material (indicative) (Rs. In Lakh)	E.M.D. (Rs. In Lakh) (Online/in the shape as mentioned at Clause 16 of Section-2(B))	Cost of Bid/Tender Document in Rs. (online)	Period for Supply of Material
1	2	3	4	5	6
1	Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work “Improvement of water supply to Attabira NAC”.	122.17	2.45	Rs.10,000.00	60 (sixty days)

2. Mode of Submission of tender: Tender must be submitted online only in www.tendersodisha.gov.in

3. The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/ modifications/ addendum to DTCN if any.
4. The original documents i.e., Affidavits, Undertakings & Certificates as per the Schedules and Annexure of DTCN that have been uploaded by the bidder in the e-tender website should be submitted within **four days** after due date of tender submission for verification during evaluation.

5. **Critical Dates: -**

SN	Description	Critical Dates
(i)	Period of availability of tenders on-line	: From 11.00 Hrs. of 20.07.2026 to 17.00 Hrs. of 03.08.2026
(ii)	Last date & time of seeking clarification	: 17.00 Hrs. of 23.07.2026
(iii)	Last date & time of bidding on-line	: 17.00 Hrs. of 03.08.2026
(iv)	Date & time of opening of Technical Bid	: 11.30 Hrs. of 04.08.2026

6. **Minimum Eligibility Criteria :-**

Bidder shall fulfill the following Eligibility (Qualification) Criteria

- 6.01 Bidder shall be a manufacturer of Ductile Iron pipes.
- 6.02 The manufacturers should have valid Beaureau of India Standard (BIS) license for stamping ISI mark on their product .
- 6.03 The manufacturer's DI pipes and fittings are in satisfactory performance in Indian projects for at least one year (one year to be reckoned as prior to last date of bidding duly certified by officers not below the rank of E.E./S.E.)
- 6.04 The manufacturers should not be blacklisted by any Govt./Govt. undertaking for supply of DI pipes in India (Self-declaration certificate shall be submitted by the manufacturers in the form of Affidavit)
- 6.05 The manufacturers should not be debarred / disqualified with respect to the quality issues by any Deptt. under State Govt./ Govt. undertaking as a procuring entity, for supply of DI pipes in India, in last three years from the date of submission of the tender. (Self-declaration certificate shall be submitted by the manufacturers in the form of Affidavit)
- 6.06 Self – declaration certificate by the manufacturers in the form of Affidavit- declaring that in last 3 financial years they have not applied for / are undergoing Corporate Debt Restructuring (CDR) / Strategic Debt Restructuring (SDR) or facing Sickness and under consideration of Board for Industrial and Financial Reconstruction (BIFR).

7. The bid for the work shall remain open for acceptance for a period of **120 (one hundred twenty) days** from the date of opening of price bids. If any Bidder/ Tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
8. Other details can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in.
9. Subsequent corrigendum if required shall be appeared in the website.
10. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Sd/-
Superintending Engineer,
P.H. Division, Sambalpur

CHECK LIST TO BE FILLED UP BY THE BIDDER

NAME OF THE WORK:

Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work
“Improvement of water supply to Attabira NAC”.

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs 10,000.00 (Online remittance)	As per NIT			
02.	Bid Security (EMD) of Rs. 2.45 Lakhs (Online remittance)	D.T.C.N Clause No.2(B) 16			
03.	Bidder shall be manufacturer of Ductile Iron pipes	D.T.C.N Clause No. Section-1, 7.01			
04.	Copy of valid BIS license	D.T.C.N Clause No.2(A).a.iv			
05.	Copy of valid GST Registration Certificate	D.T.C.N Clause No.2(A).a.iii			
06.	Copy of PAN Card	D.T.C.N Clause No.2(A).a.vi			
07.	Affidavits/Declarations relating to				
	i) Correctness of documents	D.T.C.N Clause No.2(A).a. xi			
	ii) Not blacklisted any where	D.T.C.N Clause No.2(A).a. viii			
	iii) Self-declaration for CDR/SDR/BIFL	D.T.C.N Clause No. Section-1, 7.06			
	iv) Satisfactory performance Report of pipes	D.T.C.N Clause Sec-I. 7.03			
	v) Affidavit regarding no relation & authenticity of documents	Schedule-A& B			
	vi) Audited Annual Financial Year Statements for last 5 years including audit reports, balance sheets, profit & loss account statements etc.	DTCN Section-2(A)			

CONTRACT DATA

A. GENERAL INFORMATION

Sl No	Item	Details
1	Bid Identification No.	<u>SEPHSBP-02/2026-27 Dt. 13.07.2026</u>
2	Name of the Work	Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work “Improvement of water supply to Attabira NAC” .
3	Officer inviting tender	Superintending Engineer, P.H. Division, Sambalpur
4	Accepting Authority	Superintending Engineer, P.H. Division, Sambalpur
5	Approximate Estimated Cost (indicative)	Rs. 122.17 lakh

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	60 (sixty days) days
7	Last Date & time of submission of Bid	17.00 Hrs. of Dt. 03.08.2026.
8	Cost of Bid Document	Rs. 10,000/- (Online remittance)
9	Bid Security	Rs. 2.45 Lakhs (Online/in the shape as mentioned at Clause 16 of Section-2(B))
10	Bid validity period	120 days from the date of opening of Price Bid
11	Currency of Contract	Indian Rupees
12	Language of Contract	English

SECTION- 2(A)

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

- (a) Scanned copies of the following documents to be up-loaded in appropriate place in PDF format in the website ***www.tendersodisha.gov.in***.
- i. **Remittance of Cost of Bid Document (Online).**
 - ii. **Remittance of Bid Security (EMD) (Online/in the shape as mentioned at Clause 16 of Section-2B)**
 - iii. **GST Registration Certificate / GSTIN.**
 - iv. Copy of the Valid BIS License of the product to be supplied.
 - v. Documents in support of authorized signatory/ Power of attorney, if applicable.
 - vi. Copy of the PAN Card of the tenderer.
 - vii. The documents/declarations showing the bidder is meeting technical criteria as per IFB/NIT.
 - viii. Affidavit for not been black listed by any Govt./Govt. Undertaking for supply of DI Pipes in India,
 - ix. Attested / Certified copies of documents in support of supply of DI Pipes & Gaskets to other Government Department or P.S.U. (If supplied).
 - x. **Production Capacity as required under Clause-6 of Section-3.**
 - xi. An affidavit to the effect that the information/ documents furnished by the tenderer are correct.
 - xii. **Complete audited annual financial year statements for last Five Years including audit report, balance sheets, profit & loss accounts statement all other schedules etc.**
 - xiii. No relation certificate.
 - xiv. Any other relevant documents required, if any.
- (b) Uploaded documents of valid successful bidders will be verified with the original before acceptance of offer.
- (c) DTCN is not to be uploaded by the bidder. **The bidder has to only agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, cannot participate in the tender.**

SECTION- 2 (B)

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. **Definitions:**

- (a) “Employer” means the **Public Health Engineering Organization (PHEO)** of the Government of Odisha represented by the **Superintending Engineer, P.H. Division, Sambalpur** or his authorized representative with whom the selected Bidder signs the contract for the services.
- (b) “Contract” means the contract/ agreement signed by the parties along with all attached documents listed in the DTCN (Tender Document Part -I & II).
- (c) “Day” means a calendar day.
- (d) “Government” means the Government of Odisha.
- (e) “Instructions to Bidders (Section-2(B) of the Part-I of DTCN) means the document which provides all information needed to prepare their proposals.
- (f) “IFB” (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.
- (g) “Proposal” means the Technical Proposal (Tender Document Part I –Technical Bid) and the Financial Proposal (Tender Document Part II – Price Bid).
- (h) “DTCN” means the Detailed Tender Call Notice prepared by the Employer for the selection of Bidder which includes Part-I & II.

2. **Source of Funding:**

The work will be funded under SUJALA Govt. of Odisha

3. **Eligibility:**

Refer Clause 6.0 of NIT for the same.

4. **Original Certificates:**

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

5. **Cost of Tendering:**

The Bidder shall bear all expenses associated with the preparation and submission of his tender. **Superintending Engineer, P.H. Division, Sambalpur** shall in no case be responsible or liable for reimbursement of such expenses. In case the bidder is a Micro or Small Enterprise registered with District Industries Centres or Khadi& Village Industries Commission or Khadi& Village Industries Board or Coir Board or National Small Industries Corporation or Directorate Handicrafts & handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Tender documents shall be issued to MSE's free of cost.

B. TENDER DOCUMENTS

6. Tender Documents:

- 6.1. A set of Tender Documents comprising of the Technical Bid and the Price Bid includes the following together with all Addenda thereto, which may be issued in accordance with **Clause 2(B)7 and Clause 2(B)8.**

PART- I : TECHNICAL BID

Section	Description
DTCN Part – I : Technical Bid	
Section-1	Notice Inviting Tender (NIT)
	Check List to be Filled up by the Bidder
	Contract Data
Section-2 (A)	Details of the Documents to be Furnished for Online Bidding
Section-2 (B)	Instructions to Bidders
Section-3	General Terms & Conditions
Section-4	Scope of Supply & Technical Specifications
Section-5	Warranty Clause
Schedule –A- to B	Affidavit Regarding No Relation & Authentication of documents
Annexure-I	Model B.G. Format for furnishing Bid Security or EMD
Annexure-II	Model B.G. Format for furnishing Performance Security
Annexure-III	Model Agreement for Supply of Goods
Annexure-IV	Rate of GST
Annexure-V	Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha
Part-II	PRICE BID (BoQ)

- 6.2. The Bidder is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the bidder's own risk.

7. Clarification of Tender Documents:

The Bidder shall carefully examine the tender documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder find any discrepancy in or omission from the specification or any other of the tender documents or should be in doubt as to their meaning, he should immediately address a clarification online.

8. Amendment of Tender Documents:

- 8.1. At any time prior to the dead line for submission of tenders, **Superintending Engineer, P.H. Division, Sambalpur** may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Bidder, modify the tender documents by issuing an Addendum.

- 8.2. Such addenda will be notified in the website and will be binding upon them.
- 8.3. In order to afford prospective Bidder reasonable time to take such addenda into account in preparing their tenders, **Superintending Engineer, P.H. Division, Sambalpur** at his discretion, may extend the dead line for the submission of tenders, if necessary.

C. PREPARATION OF TENDER DOCUMENT

9. **Language of the Documents:**

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

10. **Documents Comprising the Tender:**

- (a) Technical Bid (Part-I of Tender Document)
- (b) Price Bid (Part-II of Tender Document)
- (c) All documents stipulated elsewhere in the DTCN.

11. **Sufficiency of Tender:**

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

12. **Preparation of Proposal:**

- 12.1. The Proposal (see Section-2(B) Clause 1(g)) as well as all related correspondence exchanged by the employer & the Bidder shall be written in the language specified in the Data Sheet.
- 12.2. In preparing the proposal, the Bidder is expected to examine in detail the documents comprising the DTCN. Material deficiencies in providing the information requested may result in rejection of a proposal.

A Technical Bid containing financial information related to the Price Bid shall be declared non responsive.

13. **The Financial Proposal:**

- 13.1. The Bidder shall quote his rates on prescribed form of the Bill of Quantity (BOQ) already supplied in the Tender.
- 13.2. The rate quoted by the firm shall be firm.
- 13.3. The bidder is required to **quote his rate excluding GST** in BoQ & indicate the rate of **GST** applicable in ANNEXURE-IV with supporting evidence.
- 13.4. The total rate including all taxes and transportation, loading & unloading etc. **but excluding GST** should be quoted in the Column-6 of BOQ (excel format) of Price Bid to be uploaded by the bidder.

14. **Tender Validity:**

- 14.1. The proposal must remain valid for **120 (one hundred twenty) days** from the date of opening of price bid.
- 14.2. A Bidder agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

15. **Authorization, Corrections, Erasures etc. in Tender Papers:**

- 15.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.
- 15.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **Superintending Engineer, P.H. Division, SAMBALPUR**.
- 15.3. Only one tender shall be submitted by a Bidder. Submission of bids through e-Procurement portal the system shall consider only the last bids submitted through portal.

16. **Bid Security or Earnest Money Deposit (EMD):**

16.1 **Earnest Money Deposit (EMD):**

The tender should be accompanied by Bid Security/ EMD **@ 2% of the approximate value of work** i.e. **Rs. 2.45 Lakhs to be remitted preferably on online mode** which shall be paid electronically through the payment gateway of SBI / ICICI / HDFC as per W.D. O.M. No. 6785 dt.09.05.2017 read with W.D. O.M. No.17254 dt.05.12.2017.

The EMD can also be submitted in shape of Bank Guarantee including e-Bank Guarantee from any of the Scheduled Commercial Banks duly pledged in favor of the **Superintending Engineer, P.H. Division, Sambalpur**. The Bid Security shall remain valid for a period of 45 days beyond the bid validity period. The Model Bank Guarantee for furnishing EMD is attached at Annexure-I.

The EMD will be forfeited in any of the following case.

- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
- b) In the case of a successful bidder fails within the specified time limit to
 - i) Sign the Agreement / contract or
 - ii) Furnish the required Performance Security.
- c) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates up loaded by the bidder is found to be false/ fabricated/ bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.

16.2. **Return of EMD:**

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

The earnest money given by other **one parties (L₂)** except one whose tender is accepted shall also be refunded within 15 (Fifteen) days of the acceptance of the tender (as per the Annexure-V of DTCN).

EMD shall also be returned to the unsuccessful bidders of General & Technical Bid (Part-I of tender documents) after finalisation of its evaluation (as per the Annexure-V of DTCN).

16.3. Preference to Micro& Small Enterprises (MSE)& Local Start-ups:

Purchase preference/ Price preference and other relaxations to Local MSEs/ Start-ups at the time of public procurement shall be guided by notifications/ guidelines as issued by MSME Department from time to time.

16.4. GST Registration Certificate:

Bidder has to submit the **GST Registration Certificate** along with their bid.

17. Signing of Tenders / Bid

All tender documents will be signed digitally with Digital Signature Certificate (DSC). The online bidder shall digitally sign on all statements, 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 the bidder is liable to be blacklisted.

17.1. If the tender is made by an individual, it shall be signed with his own Digital Signature Certificate (DSC).

17.2. If the tender is made by a corporation / company, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such a corporation / company may be required before the contract is executed, to furnish evidence of its corporate existence.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be digitally signed.

17.3. No alteration made by the tenderer in the contract form, the conditions of the contract, statements / formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender will be void.

17.3.1 All documents furnished by the Bidder along with the tender are to be digitally signed by the bidder.

18. Clarification and Amendment to DTCN Document:

18.1. Bidder may request a clarification to any clause of the DTCN documents up to the number of days indicated in the NIT Section-I before the proposal submission date. Any request for clarification must be sent online in the portal. The Employer will respond to this online through the same portal. Should the Employer deem it necessary to amend the DTCN as a result of a clarification, it shall do so following the procedure under para 2(B) 18.2.

18.2. At any time before the submission of Proposals, the Employer may amend the DTCN by issuing an addendum/corrigendum which shall be published in the portal. The addendum/corrigendum shall be binding for the bidders. To give the bidders a reasonable time to take into account the amendment into their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter, a tenderer may raise concerning the tendering of the works.

D. SUBMISSION OF TENDERS

19. In view of adoption of e-procurement process the bidders are required to follow the guide lines issued by Government of Odisha in Works Department Office Memorandum No.7885/W Dt.23.07.2013 (**Annexure-V**).

19.1. **Bid Documents:**

Bid documents consisting of technical bid & price bid shall be provided in the portal. Submission of bids will be through the e-Procurement portal. The bidders shall prepare the documents & upload the scanned document to the portal in appropriate place in PDF format.

19.2. **Clarification of Bidding Documents:**

In case of submission of Bids through the e-Procurement Portal, the bidder can seek clarification within the period of seeking clarification as mentioned in tender call notice. The Employer's response for the queries raised by the bidder will be posted in the portal.

19.3. **Documents Comprising the Bids:**

In case of submission of Bids through the e-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be effected by using Digital Signature Certificate (DSC) of appropriate class and thus shall be in encrypted form.

19.4. **Bid Price:**

In case of submission of Bids through the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall download that particular Excel sheet and fill in rates in figures at the appropriate location. The line item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder.

19.5. **Performance Security Deposit (PSD):**

To ensure due performance of the contract, the successful bidder awarded with the contract shall deposit an amount of **5 (five) percent** of the value of the contract. The PSD may be submitted in shape of **Bank Guarantee** (from Scheduled Bank) in the prescribed format to be issued by any scheduled bank **located at Bhubaneswar / Sambalpur (Odisha) / NSC/ Postal Savings Pass Book/ Post office Time Deposit** duly pledged in favour of the **Executive Engineer, P.H. Division, Sambalpur payable at Sambalpur**. The PSD shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations. The Model Bank Guarantee for furnishing PSD is attached at Annexure-II.

19.6. **Submission of Bid:**

On submission of bids through e-Procurement portal, the bidder shall upload the scanned copy/copies of documents as required as per DTCN. The online bidder shall have to produce the original documents in support of scanned copies & statements uploaded in the portal on demand by the employer prior to award of contract-failing which action as per DTCN will be initiated.

On submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive

and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.

19.7. **Late Bids:**

On submission of Bids through the e-Procurement Portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.

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

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

On submission of Bids through the e-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

21. **Bid Opening:**

On submission of Bids through the e-Procurement Portal, the bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

22. **Award of Work:**

On submission of Bids through the e-Procurement Portal, the system shall generate the Award of Contract letter and intimate the bidders in his e-mail.

E. TENDER OPENING AND EVALUATION

23. **Tender Opening:**

23.1 The **Superintending Engineer, P.H. Division, Sambalpur** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.

23.2(i) A tender shall be rejected if;

- a) Price Bid is not enclosed.
- b) Cost of tender document has not been remitted online.

- c) EMD as per Clause 2(B) 16.1 has not been remitted online/ submitted.
 - d) Copy of the Valid BIS License of the product to be supplied.
 - e) Certificate from competent authority not below the rank of EE/ SE on satisfactory performance of DI pipes and fittings for atleast one year used in any Govt./ Govt. undertaking projects in India.
- (ii) In case if the bidder has not submitted following document with the bid due to any reason, clarification may be sought and queries may be issued to the bidders for submission of the same with a stipulated period, failing which their offer shall be liable for rejection.
- a) There are any criminal cases pending.
 - b) PAN is not enclosed.
 - c) Affidavit is not enclosed.
 - d) Power of Attorney is not enclosed.
 - e) GST Registration Certificate / GSTIN.
 - f) Other documents as required not enclosed.
- 23.3. Any such conditions shall be minuted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 2(B)26**. The date of opening of price bid shall be intimated in the portal / FAX/ E-mail/ Speed Post to the bidder qualified in technical evaluation.
- 23.4. The **Superintending Engineer, P.H. Division, Sambalpur** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.
24. **Clarification on Tenders from Tenderers:**
To assist in the scrutiny, evaluation and comparison of the tenders, the **Superintending Engineer, P.H. Division, Sambalpur** may ask Bidder individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate shall be sought, offered or permitted by the **Superintending Engineer, P.H. Division, Sambalpur** during the evaluation of the tenders.
25. **Determination of Responsiveness:**
- 25.1. Prior to the detailed evaluation of tenders, **Superintending Engineer, P.H. Division, Sambalpur** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.
- 25.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **Superintending Engineer, P.H. Division, Sambalpur**. Such a tender shall not be allowed subsequently to be made responsive by the Bidder by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

26. Proposal Evaluation:

- 26.1. From the time of the proposals are opened to the time, the contract is awarded, the Bidder should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)24.
- 26.2. Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the Bidder's proposal.
- 26.3. Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

26.4. Evaluation of Technical Proposals:

- 26.4.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the DTCN.
- 26.4.2. A Proposal shall be rejected at this stage if it does not respond to required aspects of the NIT / DTCN.
- 26.4.3. During technical evaluation, the tenderers may have to make a presentation on their technical proposal before the Evaluation Committee if felt necessary. The date of such presentation shall be intimated to them in writing or by mail.

26.5. Evaluation of Financial Proposals:

- 26.5.1. After the technical evaluation is completed, the evaluation report will be uploaded in the portal indicating the date, time and location for opening the Financial Proposals (Price Bids).
- 26.5.2. Financial Proposals of the bidders who qualified in technical evaluation shall be opened.
- 26.5.3. Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).
- 26.5.4. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.
- 26.5.5. If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.

26.6. Selection of Bidder on the basis of Price Bid:

Other condition being equal, the Bidder bidding the lowest price will be considered for acceptance by competent authority.

27. Negotiations:

- 27.1. Negotiations will be held if required with the lowest valid tenderer. In the event of the L₁ tenderer has furnished any condition which grossly affects the tender value / contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as inconsistent / non responsive. In such case the employer may explore the possibility of considering the next valid tender as L₁.

F. AWARD OF CONTRACT

28. Award Criteria:

After acceptance of price bid of the tender by competent authority selected Bidder will be intimated about such acceptance.

29. Right to Accept or Reject any or all Tenders:

The **Superintending Engineer, P.H. Division, Sambalpur/ Government of Odisha** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

30. Process to be Confidential:

30.1. After the opening of tenders as per Clause 2(B)23& 2(B)26, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the Bidder or any other persons, officially not concerned with the process, until the award of the contract to the successful Bidder has been announced.

30.2. Any effort by any Bidder to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

31. Notification of Award & signing of Agreement:

- a) 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 Bidder in consideration of the execution & completion of the works by the Bidder 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.
- b) The Bidder after furnishing the required acceptable performance security, “Letter to Proceed” or “Supply 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 summary and declare the process as complete.

SECTION - 3

GENERAL TERMS & CONDITIONS

1. **Scope:**
Refer Technical specification under Section-4.
2. **Period of Completion:**
The entire quantity of materials to be delivered at **P.H. Stores /place of work at Attabira indicated in the Scope under Technical Specification** within **60 (sixty days) Days** from the date of issue of supply orders.
3. **Rates:**
Rates must be quoted in figures and words for Supply of *materials as per Scope defined in DTCN local* delivery at consignees **Stores/place of work at Attabira**. The rates shall be inclusive of cost of all materials, Inspection Charges, Insurance Charges, packing & forwarding charges, cost of transportation-handling-loading-unloading-stacking at consignees' store sites etc all complete excluding **GST** as applicable. The rates to be quoted shall remain firm and fixed till the date of completion of supply. **GST**, as applicable will be paid extra on the invoice of the firm as prevailing at the time of supply subject to production of documentary evidence by the successful bidder.
4. **Validity:**
The rates shall remain valid for a period not less than **120 (one hundred twenty) days** from the date of opening of the price bid.
5. **Delivery Period:**
The entire quantity of materials are required to be delivered at Consignees **Stores/place of work at Attabira** and completed in all respect within **60 (sixty days)** from the date of issue of the supply order.
6. **Production Capacity:**
The firms are required to report the production capacity of different materials as per scope of work/supply per year & also **documents establishing** the fact that they are able to produce/ supply the quantity of materials put to tender to the consignee within the stipulated period of **60 (sixty days) Days** in case the order is placed with the firm.
7. **Marking:**
Each pipe shall have cast or stamped or legibly & indelibly painted on it with the appropriate mark as per the relevant IS Specification (IS:8329).
8. **Inspection & Testing:**
 - i) The materials are to be inspected by the Quality Assurance Wings of any of the third-party inspecting agency such as RITES Ltd/ CIPET / PDIL Ltd and the consignments are to be embossed with the RITES Ltd/ CIPET / PDIL Ltd inspection mark. 100% Pre-delivery Inspection shall be undertaken by above agencies.
 - ii) The consignee shall verify the DI Pipes as per pre-delivery inspection so as to facilitate release of payment.

- iii) The materials without RITES Ltd/ CIPET / PDIL Ltd inspection and without RITES Ltd/ CIPET / PDIL Ltd stamping shall not be accepted. All the materials should also bear ISI Mark.
- iv) Materials found defective at the time of delivery and/or verification at the site by the concerned Superintending Engineer/ Consignee shall not be accepted and the same shall have to be replaced by the supplier at his/her/their own risk and cost within a time period of 30 (Thirty) days from the date of issue of written information to that effect by the concerned Consignee failing which the Consignee will be at liberty to take any action deemed fit in the interest of Govt. work(s) and the supplier will have no option but to abide by the decision of the Consignee(s).

9. **CONSIGNEES & QUANTITIES:**

The materials (DI Pipes & Rubber Gaskets) are required to be supplied at the **Stores/place of work at Attabira**. The quantities shall be as indicated in Scope & Technical Specification under Section-4.

10. **Guarantee/ Warranty:**

The materials to be supplied as per scope shall be guaranteed for a period of **one year (12 months)** from the date of delivery or verification by Consignee at his store whichever is later. During the Guarantee Period, the supplier shall replace the defective materials, if any, at his own cost & responsibility within a reasonable time period to be intimated by the concerned Superintending Engineer/ Consignee. In such case the condition laid down in Clause 8 above shall be applicable. All the D.I. pipes must be guaranteed about quality of the socket joining to the pipes. Any defect found during the testing and commissioning at site should be replaced.

11. **Physical Verification:**

Physical verification of the materials shall be made by the Consignee in presence of the supplier or his authorized representative(s) at mutually convenient date & time after delivery of the consignments either wholly or partly and discrepancies found, if any, will be intimated to the supplier for immediate necessary action as mentioned in Clause-8&Clause-10 above.

12. **Bills:**

The Successful Tenderer shall have to furnish the bills in triplicate along with Inspection Report by RITES Ltd/ CIPET / PDIL Ltd., Factory Test Report, 'C' value test certificate and valid **GST registration** Certificate/ Undertaking in form of affidavit to the Consignee for payment. The following certificate(s) and document(s), if applicable, shall also be furnished by the successful bidder along with the bill(s) for taking further action by the Consignee(s) and Tender Inviting Authority (TIA).

13. **Payment:**

Payment as admissible will be released by the **Superintending Engineer, P.H. Division, Sambalpur** within a period of one month of receipt of bill in Division Office subject to availability of funds & subject to fulfillment of the conditions laid down in Sl. 8 to 18 of this Section and submission of following documents:

- a. Satisfactory Inspection Report (by RITES Ltd/ CIPET / PDIL Ltd.)
- b. Satisfactory Factory Test Report,
- c. Satisfactory 'C' value test certificate
- d. Warranty certificate.

14. **Performance Security Deposit:**

To ensure due performance of the contract, the successful bidder awarded with the contract shall have to deposit an amount of **5 (five) percent** value of the contract within 7 (seven) days of receipt of intimation, failing which the acceptance of offer shall be withdrawn with forfeiture of EMD with initiation of an action as per Works Deptt. OM No.14459/W Dt.20.09.2018 for Blacklisting of the Bidder.

The PSD may be submitted in shape of **Bank Guarantee** (from Scheduled Bank) in the prescribed format to be issued by any scheduled bank **located at Bhubaneswar/Sambalpur (Odisha)** / NSC/ Postal Savings Pass Book/ Post office Time Deposit duly pledged in favour of the **Executive Engineer, P.H. Division, Sambalpur payable at Sambalpur**. The PSD shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations. The Model Bank Guarantee for furnishing PSD is attached at Annexure-II.

The Performance Security Deposit shall be considered for release after completion of guarantee period of **12 (Twelve)** months from the date of completion of supply and verification by the Consignees subject to fulfillment of the conditions laid down under Clause 8 & 10 above. In case of replacement of materials, the guarantee period of **12 (Twelve)** months shall be counted from the date of receipt of replaced materials which shall also be subject to verification of quality, quantity & specifications by the Consignees in similar manner specified in Clause 8 & 10.

15. **Liquidated Damage:**

In the event of non-supply/ part supply/ refusal and/or delay in supply of the materials within the stipulated period, the successful tenderer shall be liable to pay compensation towards liquidated damages at the rate of 0.5% of the cost of the balance materials to be supplied per each week or part thereof delay subject to maximum of **10%** of the cost of balance materials to be supplied as per the order. The penalty shall be realised from the amount payable to the successful bidder or the PSD as deemed fit. This clause shall also be applicable for delay in replacement of defective materials in Clause 8 & 10.

16. **Rescission of Contract/Cancellation of the Supply Order(s):**
As per Consignee/Consignees' store orders for supply of materials shall be issued by the **Superintending Engineer, P.H. Division, Sambalpur** in favor of the successful bidder subject to fulfillment of the relevant DTCN conditions by the bidder. The orders will cease to operate after expiry of the delivery period unless their validity extended. In case of any hindrance beyond control of the successful tenderer, application for extension of delivery period in Prescribed Proforma along with supporting documents shall be made by the agency through the Consignee to the TIA within **15 (Fifteen)** days from the date of occurrence of such hindrance. The cause of such hindrance must satisfy the Engineer-in-Charge on its genuinity.
17. **Jurisdiction in the event of Dispute:**
In case of any dispute between the supplier and the Consignee, the matter shall be referred to the **Superintending Engineer, P.H. Division, Sambalpur** whose decision shall be final, conclusive and binding upon both the parties, upon all questions, clauses and matters relating to the supply order and its fulfillment. In case of legal complicity, the party will have the right to bring a suit in regard to any matter covered under the order at any Court of **Law at, Odisha** only. The **Law Courts at, Odisha** shall only have the jurisdiction to decide any dispute arising out of or in respect of this contract.
18. **The authority reserves the right either to increase or decrease the quantity of materials. No claim whatsoever shall be entertained from the tenderers on account of such changes.**

Important Note:

- A. Tenderers are instructed not to make any uncalled-for correspondences with the department after opening of the tenders. Receipt of any uncalled-for letters after tender opening shall vitiate the sanctity of the sealed tenders and tender of such firm/firms shall be liable for rejection.
- B. Imposition of any condition by any tenderer at any stage shall render his/her/their tender liable for rejection.

SECTION-4

Scope of Supply & Technical Specifications

1. Scope & Technical Specifications

The scope includes **Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work “Improvement of water supply to Attabira NAC”** as per quantity mentioned against each to be supplied at PH Stores/place of work at Attabira for the following works.

Sl. No	Brief Description of Materials	DI K-7 Pipe (in Mtr)		DI K9- Pipe (in Mtr)	
		IS- 8329-2000		IS- 8329-2000	
		150 mm dia	200 mm dia	250 mm dia	300 mm dia
1	Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work “Improvement of water supply to Attabira NAC” .	1750	270	3140	20
2	Rubber Gasket	319	50	571	4

N.B.: Authority reserves right to change the quantity basing on final requirement and availability of fund position at the time of issue of supply order.

a. DI Pipe

- i. The scope covers supply of ISI Marked (IS:8329, with its subsequent amendments) Centrifugally Cast (Spun) Ductile Iron (K-7 & K-9) Socket & Spigot Pressure Pipes (with inside cement mortar lining & external bituminous coating) in standard length suitable for push-on type rubber ring/gasket flexible joints for distribution lines/ pressure lines ~~feeder lines~~ for drinking water supply purpose at the specified places mentioned at clause-1 of Technical specification.
- ii. As per CPHEEO Manual on Water Supply & Treatment, recommended value of Hazen-William's Coefficient i.e. 'C' value of Ductile Iron Pipe with cement mortar lining should be 140. In this regard the successful bidder will have to submit 'C' value test certificate from Govt. Laboratory/ Institution/ Inspecting Authority showing the minimum value as 140 (One Hundred Forty).

b. Rubber Gaskets

- i. SB/EPDM Rubber Gaskets IS: 5382 marked for Push-on type Flexible Joints of Socket and Spigot ended Centrifugally Cast (Spun) Ductile Iron Pressure Pipes

2. NOMENCLATURE

- a. ISI marked Socket and Spigot ended Centrifugally Cast (Spun) Ductile Iron (K-7 & K-9) Pressure Pipes feeder lines of different sizes conforming to IS 8329:2000 and its subsequent amendments, in standard lengths suitable for IS:5382 marked Rubber Gasket ('Push-on' type flexible joint) jointing system with inside cement mortar lining and external bituminous coating.
- b. SB/EPDM Rubber Gaskets used with push-on type flexible joints shall be marked with IS:5382& conform to its latest amendments.
- c. The Pipes are be embossed with the RITES Ltd/ CIPET / PDIL Ltd inspection mark.

Name of the work :- Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work "Improvement of water supply to Attabira NAC.					
SI No.	Project Name	Dia of pipe	Length in mtr	P.H.D. Store at	Consignee
1.	Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work "Improvement of water supply to Attabira NAC	150 mm dia DI K-7	1750	P.H. Store, Attabira	Junior Engineer, P.H. Section, Attabira
		200 mm dia DI K-7	270		
		250 mm dia DI K-9	3140		
		300 mm dia DI K-9	20		

DELIVERY PERIOD.- 60 days from the date of issue of Supply Order

SECTION-5

WARRANTY CLAUSE

The Bidder / Seller hereby declare that the Goods / Stores / Articles sold or to be sold in standard length to the Government under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained / mentioned in **Section-3&4 of DTCN** and the Bidder / Seller hereby guarantees that the said goods / stores / articles shall continue to conform to the description and quality for a period of **12 (Twelve)** months from the date of delivery of the said materials or verification by the Consignee(s) whichever is later. If during the aforesaid period of **12 (Twelve)** months, the said goods / stores / articles or any part of it are found not to conform to the specified quality/ durability or to have deteriorated due to poor quality or manufacturing defects (decision of the Consignee(s) in this regard shall be final, conclusive and binding on the supplier), the said materials or portion thereof, as the case may be, shall be replaced by the supplier at his own cost & risk within a reasonable time period to be intimated by the Consignee(s) failing which the Consignee(s) will be at liberty to take any course of action for repair/replacement of such materials and the cost of thereof shall be recovered from the supplier either from the amount payable or from the security deposits of the supplier available with the Department (TIA) or by recouring to any other option as deemed fit. In this regard the conditions laid down in **DTCN Section-3 Clause 8, 10, 14, 15 &16** shall be applicable and will govern the order(s). Nothing contained herein, the DTCN and the supply orders to be issued (if tender is accepted) shall be prejudice to the rights and remedies available under law for the Consignee(s)/ Department (TIA)/ Government of Odisha.

All the D.I. pipes must be guaranteed about quality of the socket joining to the pipes. Any defect found during the testing and commissioning at site should be replaced.

Authorized Signatory of the Manufacturer with Stamp

SCHEDULE – (A)

Affidavit Regarding No Relation & Authentication

- 1 I do hereby certify that, I am **NOT RELATED** to any Officer or PHEO, Odisha of the rank of Assistant Engineer & Above. I am aware that if the facts subsequently provide to be false, my contract will be rescinded with forfeiture of security deposit.
- 2 I do hereby certify that all the documents filled with the tender are Genuine and Authentication.

Signature of the Bidder

SCHEDULE – B
AFFIDAVIT

I/We Sri, agedyears, S/O..... Vill.....,
PO....., Dist..... do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work “Supply of ISI marked centrifugally cast (spun) Ductile Iron socket & spigot (D.I K-7 & K-9) pipes required for the:- **Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work “Improvement of water supply to Attabira NAC.**
2. The undersigned also hereby certifies that neither our firm M/S nor any of its constituent partners have abandoned any P.H. Works / supply order or other project works in India nor any contract awarded to us for such works/ supply have been rescinded. Our firm /manufacturing unit has not been black listed by any Govt. / Govt. Undertaking for supply of DI Pipes in India during the last five years prior to the date of this bid.
3. The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the department.

Date:

Place:

Signature

Name & Designation

Name of the organization

ANNEXURE –I
Model Bank Guarantee Format for furnishing EMD
[Ref. Para 21]

Whereas (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of against the purchaser’s tender enquiry No.....

KNOW ALL MEN by these presents that WE of having our registered office at are bound unto (hereinafter called the “Purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the
Common Seal of the said Bank this day of 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our _____ branch at _____ * (Name & Address of the _____ * branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____ * branch a written claim or demand and received by us at our _____ * branch on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

** Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.*

ANNEXURE-II

[Rule 213 (ii)]

Model Bank Guarantee Format for Performance Security

To

**The Superintending Engineer/ Executive Engineer,
PH Division, Sambalpur
(On behalf of Governor of Odisha)**

WHEREAS..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

Our..... branch at* (Name & Address of the * branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Branch

** Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.*

ANNEXURE-III

[Rule 232 (iii)]

THIS AGREEMENT made this..... day of..... 20.
.....**BETWEEN**
M/s..... & Co Ltd having registered office at in the State
of..... (hereinafter called the 'Supplier' which expression shall, unless excluded in
the subject or context, include the heirs, successors, legal representatives, and permitted
assigns) of the one Part.
AND

the Governor of Odisha (hereinafter called the 'the Governor' which expression shall, unless
excluded in the subject or context, include the heirs, successors, legal
representatives, and permitted assigns) of the other Part.

WHEREAS the Governor wants to purchase the goods mentioned in the schedule.

**NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AS
FOLLOWS :**

1. That the time shall be the essence of the contract and the supplier shall supply the goods in the schedule completely so as to make delivery(place) on or before the date failure to do which will entitle the Governor to rescind the contract immediately.
2. That the goods shall be of the specifications and price mentioned against each. Any variation on inspection will entitle the Governor to refuse the consignments either in whole or in part, as the case may be, the whole, if the part renders it useless.
3. That the goods shall be inspected at..... (place) in the presence of the officers of both parties duly authorized in that behalf on a day fixed in a notice by either of the parties, provided such day is not postponed for more than a period of two months after the date given in the notice. Default by the Supplier shall disentitle him to raise any objection subsequently to the result of inspection made by the Governor in his absence and claim any compensation on that account.
4. That the Supplier shall guarantee durability of the goods for a period offrom the date of completion of supplies and installation in the case of machineries and any damage, done to the goods in the usual course of use or any deficiency, detected in them subsequent to such completion and installation and during the period aforesaid shall be made good to render due service at the cost of the Supplier within a period of two months from the date of receipt of the notice in that behalf and no decision shall be taken by the Supplier or any person on his behalf as to the defects or deficiency without notice to the Governor failure to do so shall be deemed that the Supplier has no intention to discharge the obligation and thereupon the amount of security, deposited separately or withhold from his bill, shall stand forfeited to the Governor. The Supply of goods other than machineries shall be deemed to be complete only after final approval by the officer duly authorised on inspection whose decision shall be final and in case of machineries exactly in the same manner and installation which would include test working for 7 (seven) days.
5. The Goods shall be duly packed and insured by the Supplier for transit and be despatched at the risk of the carriers and the Governor shall not be responsible for any loss or damage during the transit or at any time prior to inspection and approval.
6. That the price of goods shall be paid in advance or on the completion of supplies and installation as the case may be in agreed instalments on bills submitted(as indicated in the

Payment Schedule) provided the Governor may withhold payment of..... per cent of the total amount payable as security for the period of guarantee if no amount equal thereto has already been deposited as such.

7. That any damage or deficiency if not removed during the stipulated period by the Supplier may be removed by the Governor at his cost to be reimbursed by the Supplier. Any amount payable to the Governor hereunder shall be recovered as public demand under the Odisha Public Demand Recovery Act, 1963 and shall bear 6% interest per annum till certificate for recovery is filed.

8. That the supplier shall deposit ₹..... towards earnest money at the time of acceptance of tender for due performance of the covenants hereof and such money shall be forfeited to the Governor in case of breach of all or any of the covenants.

9. That any dispute arising hereunder shall be resolved in the following manner:

.....

10. That..... is duly authorized by the Governor and Sri..... on behalf ofthe company to execute the deed.

11. The cause of action hereunder shall always be deemed to arise at.....

12. That the stamp duty shall be borne by.....

SCHEDULE OF GOODS

SCHEDULE OF GOODS						
Sl. No.	Brief Description of the Materials with specification	Nominal dia of Pipe (in mm)	Quantity	Unit	Rate (in Rs.)	Amount (in Rs.)
1	2	3	4	5	6	7
1	Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron (K-7 & K-9) Socket & Spigot pipe in standard length with inside cement mortar Lining and external bituminous coating conforming to IS 8329:2000 and its subsequent amendments & ISI Marked SB/EPDM Rubber Gasket (IS:5382) for Push-on type Flexible Joints of DI Pipes, local delivery at consignees PH Stores / work site at Attabira . The rates shall be inclusive of cost of all materials, cost of rubber gaskets, Inspection Charges, insurance Charges, packing & forwarding charges, cost of transportation-handling-loading-unloading-stacking at consignees’ store / sites all complete excluding GST. The rates to be quoted shall remain firm and fixed till the date of completion of supply. GST as applicable will be paid extra on the Invoice of the firm.	150 mm dia DI K-7	1750	Mtr.		
		200 mm dia DI K-7	270	Mtr		
		250 mm dia DI K-9	3140	Mtr		
		300 mm dia DI K-9	20	Mtr		
Total (in Rs.)						
Rupees.....						

IN WITNESS WHEREOF the parties hereto have signed this deed this day..... of..... mentioned against the signature of each in the presence of.....

Witness

ANNEXURE– IV

Name of the work:- ‘Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron Socket & Spigot Pipes in connection with the Work “Improvement of water supply to Attabira NAC’.

Rate of GST

Sl. No.	Brief Description of the Materials	Nominal dia of Pipe (in mm)	Rate of GST
1	2	3	4
1	Supply of ISI Marked Centrifugally Cast (Spun) Ductile Iron (K-7 & K-9) Socket & Spigot pipe in standard length with inside cement mortar Lining and external bituminous coating conforming to IS8329:2000 and its subsequent amendments & ISI Marked SB/EPDM Rubber Gasket (IS:5382) for Push-on type Flexible Joints of DI Pipes, local delivery at consignees PH Stores / work site at Attabira . The rates shall be inclusive of cost of all materials, cost of rubber gaskets, Inspection Charges, insurance Charges, packing & forwarding charges, cost of transportation-handing-loading-unloading-stacking at consignees’ store / sites all complete excluding GST. The rates to be quoted shall remain firm and fixed till the date of completion of supply. GST as applicable will be paid extra on the Invoice of the firm.	150 mm dia DI K-7	
		200 mm dia DI K-7	
		250 mm dia DI K-9	
		300 mm dia DI K-9	

ANNEXURE –V

**Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in
Govt. of Odisha.**

**Government of Odisha
Works Department**

Office Memorandum

File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013

Sub: Codal Provision regarding e-Procurement

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

(Appendix-IX (A) of OPWD Code, Vol-II)

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “<https://tendersodisha.gov.in>”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Bidder 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.
10. For the role management “Department” is the Administrative Department, Organization or wing is the Engineer-in-Chief or highest tender accepting authority or equivalent officer, Division is the Superintending Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer’s login ID.
 - v. Blocking & unblocking of officer’s and bidder’s login ID.
 - 11.2 Nodal Officer (At organization level not below the **Superintending Engineer** or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer’s login ID.
 - v. Blocking & unblocking of officer’s Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Creation of Tender
 - ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
 - 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Opening of Bid

- 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
- i. Evaluating Bid
- 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
- i. To take up auditing

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

- 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha “e” procurement Notice	
Bid Identification No.-----	
1.	Name of the work:
2.	Estimated cost: Rs.....
3.	Period of completion -----
4.	Date & Time of availability of bid document in the portal _____
5.	Last Date / Time for receipt of bids in the portal _____
6.	Name and address of the O.I.T.:.....
Further details can be seen from the e-procurement portal “ https://tendersodisha.gov.in ”	

- 12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersodisha.gov.in> will appear in the “Latest Active Tender”. The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the ‘Notice inviting Bid’ after which the same will be removed from the list of “Latest Active tenders”.

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 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.

14. CREATION AND PUBLISHING OF BID:

- 14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with
- 14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement Officer Administrator creates tender by filling up the following forms:
- i. BASIC DETAILS
 - ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Package:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, GST, PAN, Bidder RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(b) For Two Cover/Package:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, GST, PAN, Bidder RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.
- vi. CRITICAL DATES: The Procurement Officer Administrator should mention the

critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.

- vii. **BID OPENER SELECTION:** The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. **WORK ITEM DOCUMENTS:** The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. **PUBLISHING OF TENDER:** The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

- 15.1 **PORTAL REGISTRATION:** The Bidder/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/Bidder. 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 Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.
 - 15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.
 - 15.1.2 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 process that are undertaken through the e-Procurement system irrespective of who operates the system.
- 15.2 **LOGGING TO THE PORTAL:** The Bidder/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.

15.3 **DOWNLOADING OF BID:** 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.

15.4 **CLARIFICATION ON BID:** 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.

15.5 PREPARATION OF BID

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.

15.5.2 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, price bid etc. and store in the system.

15.6 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

15.6.1 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.

15.6.2 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 document. 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.

- 15.6.3 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.
- 15.6.4 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. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 15.6.5 Bidder exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption
- 15.6.6 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.

16. SUBMISSION OF BID:

- 16.1 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 / TIN, 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.
- 16.2 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 item 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.
- 16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(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.
- 16.5 The bidder shall log on 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.

- 16.5.1 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.
 - 16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
 - 16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
 - 16.5.4 The system shall require all the mandatory forms and fields filled up by the Bidder during the process of submission of the bid/tender.
 - 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
 - 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - 16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
 - 16.5.8 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 up-load the drawings 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.
 - 16.5.9 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.
- 16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

- 17.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

- 18.3 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.
 - 18.4 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.
 - 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- 19. OPENING OF THE BID:**
- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
 - 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
 - 19.3 The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.
 - 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
 - 19.5 Combined bid security for more than one work is not acceptable.
 - 19.6 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.
 - 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.
- 20. EVALUATION OF BIDS :**
- 20.1 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”.
 - 20.2 The bidder may be asked 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.
 - 20.3 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.
 - 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6 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.
 - 20.6.1 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.
 - 20.6.2 At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.
 - 20.6.3 The responsive bidders’ name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
 - 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
 - 20.6.5 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.
 - 20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Engineer-in-Chief / Head of Department.

21. NEGOTIATION OF BIDS:

- 21.1 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 breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 22.1 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 Bidder in consideration of execution & completion of the Works by the Bidder 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.
- 22.2 The Bidder after furnishing the required acceptable Performance Security & Additional Performance Security, “Letter to 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 summary and declare the process as complete.
- 22.3 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 three years and action will be taken to blacklist the Bidder. 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 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.

23. BLOCKING OF PORTAL REGISTRATION:

- 23.1 If the Registration Certificate of the Bidder 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.
- 23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.
- 23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned Bidder 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 Engineer-in-Chief/ Heads of Office if any of the following provisions are violated.
 - 23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
 - 23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
 - 23.3.3 Fails to execute the agreement within the stipulated date.
 - 23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

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

- 24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a

month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

- 24.3 The minimum period of blocking of Portal Registration shall in no case be less than 120 days. After blocking of Portal Registration, the Bidder 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 accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the Bidder to the Chief Manager (Tech), State Procurement Cell.
- 24.4 On receipt of recommendation from the concerned Engineer-in-Chief along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener 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 Bidder if the Committee is satisfied that the fault committed by the Bidder is either unintentional or done for the first time.
- 24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a Bidder 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 advise the concerned officer inviting tender to issue show cause notice to the Bidder asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the Bidder the officer inviting tender shall examine the same & 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 Bidder is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.
1. These amendments shall take effect from the date of issue of the order.
 2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
 3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
 4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

Sd/19.07.2013
E.I.C-cum-Secretary to Govt.