

**BID IDENTIFICATION NUMBER–E.E. (A), DSC & WD(O), N/Z-02 of 2026-27**

**GOVERNMENT OF ODISHA**



**DETAILED TENDER CALL NOTICE**

**AGRICULTURE & FARMERS' EMPOWERMENT DEPARTMENT  
DIRECTORATE OF SOIL CONSERVATION & WATERSHED DEVELOPMENT,  
ODISHA  
EXECUTIVE ENGINEER (AGRIL.), NORTHERN ZONE, SAMBALPUR, BURLA**

**BID DOCUMENT**



**GOVERNMENT OF ODISHA**  
**OFFICE OF THE EXECUTIVE ENGINEER (AGRIL.),**  
**SOIL CONSERVATION, NORTHERN ZONE, AT/PO-BURLA, SAMBALPUR-768017**  
**e-mail: eenzsc.sambalpur@gmail.com**

Notice No. 690

Dt. 16.06.2026

**NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement**

**Identification No. 02 /DSC&WD / NZ / 2026-27 Dt. 16.06.2026**

1	Nature of Work	:	Construction of new Non-Residential Building
2	Nos. of work	:	01 no.
3	Tendered amount in Rs.	:	Rs. 21,86,903 /-
4	Period of completion	:	180 days
5	Date & Time of availability of bid document in the portal	:	From 10.00 Hrs. of 25.06.2026 to 17.30 Hrs. of 08.07.2026
6	Last date/ time of receipt of original documents in the tender box at the office of the undersigned	:	Before 17.30 Hrs. of 18.07.2026
7	Date & Time of opening of bids	:	11.00 Hrs. of 21.07.2026 onwards
8	Name and Address of the officer inviting bid	:	Executive Engineer (Agril.), Soil Conservation, Northern Zone, Sambalpur, At/Po-Burla, Near Planetarium Chowk, Pin-768017

Further details can be seen from the web site [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)

Sd/-

Executive Engineer, (Agril.)  
Soil Conservation, NZ, Sambalpur

Memo No. **691** / Dated. 16.06.2026

Copy forwarded to the Deputy Director (Advt)-Cum-Deputy Secretary to Govt. Information & Public Relation Department, Odisha, Bhubaneswar along with soft copy for information with a request to publish this tender call notice on or before dt.24.06.2026 in Two Odia and One English newspapers widely circulated as per the OPWD Code. Copy of the newspapers where in the advertisement is published may please be sent to this office for reference and record.

Encl: Soft copy of I.F.B. No. 02/DSC&WD/NZ /2026-27  
(Email to: ipr.advt@gmail.com / iprenews@gmail.com)

Sd/-

Executive Engineer, (Agril.)  
Soil Conservation, NZ, Sambalpur

Memo No. **692** / Dated. 16.06.2026

Copy along with softcopy of Notice Inviting Tender forwarded to the Head, State Portal Group, I.T. Centre of State Secretariat for information & necessary action with a request to display the Invitation for Bids in the official website. (Email to: tendensorissa@gmail.com)

Sd/-

Executive Engineer, (Agril.)  
Soil Conservation, NZ, Sambalpur

Memo No. **693** / Dated. 16.06.2026

Copy forwarded to the Project Director, Watersheds, Sundergarh/ Jharsuguda/ Sambalpur/ Angul/ Sonapur /Keonjhar/ Bolangir / Bargarh/ Executive Engineer (Agril.), Sambalpur Division/ Superintending Engineer (Agril.), Northern Zone, Sambalpur/ Executive Engineer (Agril.), Horticulture, Northern Zone, Sambalpur for information and wide circulation.

Sd/-

Executive Engineer, (Agril.)  
Soil Conservation, NZ, Sambalpur

Memo No. **694** / Dated. 16.06.2026

Copy submitted to the Director, Soil Conservation & Watershed Development, Odisha, Bhubaneswar for favour of kind information.

Sd/-

Executive Engineer, (Agril.)  
Soil Conservation, NZ, Sambalpur

**CHECK LIST TO BE SUBMITTED BY BIDDER**

Sl. No	Particulars		Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper (Demand Draft)	D.T.C.N Clause No.03, 04 & Annexure-I & II			
02.	E.M.D.	D.T.C.N Clause No.03, 04 & Annexure-I & II			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.05 & 06			
04.	Copy of GSTIN	D.T.C.N Clause No. 05, 06, 22(a), & 49			
05.	Copy of PAN Card	D.T.C.N Clause No. 05 & 06			
06.	No Relationship Certificate (Schedule-A)	D.T.C.N Clause No.30			
07.	List of works in hand (Schedule-B)	D.T.C.N Clause No.1(c)			
08.	Works Experience (Schedule-D)	D.T.C.N Clause No.1(g)&(h)			
09.	Information regarding current litigation, debaring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.88			
10.	Affidavit (Schedule-F)	D.T.C.N Clause No.43			
11.	Correspondence Address (Schedule-G) (Valid Mob No & e-mail address are mandatory)	D.T.C.N Clause No.43			
12.	Tools & Plants and machineries as per the requirement in <b>Schedule-C (Minimum 75% marks to be obtained)</b> (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2 <sup>nd</sup> purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department within 90 days of last date of receipt of tender is allowed.	<b>NOT REQUIRED</b>			
13.	M.O.U (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid H.T/L.T License (Schedule-H)	DTCN Clause no 1(i)			
14.	Bid Security declaration	<b>NOT REQUIRED</b>			

## DETAILED TENDER CALL NOTICE

**Bid Identification No. 02 / DSC&WD / NZ / 2026-27 Dt. 16.06.2026**

The Executive Engineer (Agril.), Soil Conservation, Northern Zone, Sambalpur is directed to invite Percentage rate bids and tender type of "Single Cover" on behalf of Governor of Odisha for the following Civil works as detailed in the table below from eligible contractors registered with the State Governments and Contractors of equivalent Grade / Class registered with Central Government / MES / Railways mentioned in the table column-5 for execution on production of definite proof from the appropriate authority along with the bid. The intending bidders are not required to produce any document during purchase of tender paper.

### ANNEXURE-I

Sl. No.	Name of the Work	Tendered Amount in Rs.	EMD/BID Security	Class of Contractor	Cost of Documents	Period of completion	Tender type
1	2	3	4	5	6	7	8
01	Extension of Training Hall at office of the Project Director, Watersheds, Dist-Sundergarh	₹ 21,86,903.00	₹ 21,869.00	C or B	₹ 6,000.00	180 days	Single cover

1. The bid for the work shall remain open for acceptance for a period of 180 days from the Last date of receipt of bids. If any Bidder / Tenderer withdraws his/her bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the tenderer will be taken into action as per Rule.

(a) Only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work should participate. **Department shall neither give any advance nor supply any material/ machinery/Labour/ POL for the work.**

(b) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement. Unless otherwise stated, whenever the masculine gender is used, both men and women are included.

**(c) The bidders who are currently executing building/other civil works under this Zone and have not completed the work as per agreement within stipulated time should refer OPWD code Rule 3.5.14 to 3.5.18 before participating in this tender process. Their bid(s) will be rejected outright during bid opening.**

**(d) For buildings, the first running bill will be paid only after lintel level of Ground Floor.**

**(e) Graduate Engineers and Diploma Holders registered under concessional scheme are not sub divided as SC/ST, & other categories. Hence facilities availed by SC/ST persons are not allowed to an Engineering Contractor belonging to SC/ST as per letter No.49277 date 21.12.2005.**

(f)Rate quoted by the contractor shall be excluding GST and Labour Cess. The GST & Labour cess as applicable for the work contract shall be payable to the contractor on each bill amount on production of tax invoice. The prevailing rate of GST on the gross amount of bill will be deducted from the contractor bill as tax deduction at source (TDS) as per rule.

2. The bid document will be available in the website <https://tenders.ori.nic.in/nicgep/app> from **10.00 hours of 25.06.2026 to 17.30 hours of 08.07.2026. Bids will be received online within this period only.**

3. The Bid documents can be downloaded from Website against non-refundable fee as mentioned in **Column-6** above towards **cost of Tender Paper** in shape of **Demand Draft** issued from any

nationalised bank. And, the bid must be accompanied by security (**EMD**) as mentioned in **column-4** along with tender in the form of Deposit receipt of Nationalised Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account as per the terms and conditions laid down in OGFR and in no other form.

4. The Bidders participating in the tender shall have to submit their required EMD and the cost of the tender paper in envelope along with other required tender documents for each work positively and write the Sl. No. of work as per DTCN on the envelope, failing which their claim for participating the tender will be summarily rejected.

**The required EMD and cost of Tender Paper are to be pledged/drawn in favour of the authority as mentioned below in the Annexure-II.**

**ANNEXURE-II**

<b>Sl. No.</b>	<b>Name of the Work</b>	<b>Paper Cost / EMD / ISD / APS (To be drawn/pledged in favour of)</b>
01	Extension of Training Hall at office of the Project Director, Watersheds, Dist- Sundergarh	<b>“PROJECT DIRECTOR, WATERSHEDS, SUNDERGARH”</b> payable at <b>SUNDERGARH</b>

5. **Packet should contain Demand Draft towards Paper Cost, EMD/Bid Security Money, Licence, PAN, Valid GSTIN Registration Certificate, and original copies of Affidavit and Schedule-A to Schedule-H, Check List and any other documents required for bidding as per DTCN.**

6. The bidder has to submit Valid Contractor Licence, Valid GSTIN Registration Certificate, PAN card to the undersigned before **17.30 hours of 18.07.2026** during **office hours**. The bidder is also required to submit Schedule-A to Schedule-H in original to the Office, which he had scanned and uploaded during bidding, failing which the bid will be rejected. **The bidder can submit the above documents either in person by dropping in tender box kept in the office during office hours or through Govt Speed Post (Private courier service will not be accepted).** Delivery of documents beyond the scheduled time will not be entertained and the undersigned is not responsible for the same. Please note that EMD cannot be in shape of Demand Draft. Refer Point No 3 above)

7. The bids received “on line” shall be **opened at 11.00 hours onwards on 21.07.2026** in presence of bidders or their representatives. If the Office happens to be closed on the stipulated date of opening of bids, as specified, the bids will be opened on the next working day at the same time.

8. The authority will not be responsible if any portion of the bid document is modified and in all cases the conditions as stipulated in the original document kept in the Office of **the** Project Director, Watersheds, Sundergarh shall prevail.

9. The contract will be drawn in P.W.D. P-1 form. The contract shall be drawn & signed by Project Director, Watersheds, Sundergarh on behalf of the Governor of Odisha.

10. All the items of work as per Schedule of quantities of the agreement shall be supervised, measured and check measured by the Assistant Agril Engineer of respective districts and Project Director, Watersheds, Sundergarh. In the interest of expeditious execution of work, payment of interim bills (Running A/c bills) may be made by the Project Director, Watersheds of respective districts for final adjustment and compilation of accounts. Refer Point No 1(d).

11. The work is to be completed in all respect within **time frame as mentioned in col. 7 of Annexure-I** from the date of issue of work order/ agreement/ date of handing over of site.

12. All bids received will remain valid for a period of **180 days** from the last date prescribed for receipt of bids.

13. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the bidder at the time of submission of EMD and other documents in the office of the undersigned if desired. Complaint at a future date that the bidder has not seen plans and specifications cannot be entertained.

14. The drawings are tentative and subject to revision or modification during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Project Director, Watersheds, Sundergarh as and when required.

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

16. (i) As per O.M. No-173 dt.03.01.2026 of Works Department, Govt. of Odisha by adoption of incremental Additional Performance Security (APS) System bidder may quote the rates with justification for such a low bid through an affidavit to complete the works in all respect within stipulated time and as per agreement. If two or more bidders quoted same rate then the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the Executive Engineer and Estimator / Designer (Assistant Agriculture Engineer) will remain present.

(ii) Additional Performance Security. Additional Performance Security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:-

<b>SI No.</b>	<b>Range of difference between the estimated cost put to tender and bid amount</b>	<b>Additional Performance Security to be deposited by the successful bidder</b>
1	Below 0% but not below 10% of the project cost put to bid	No additional performance guarantee/security percentage is required.
2	Below 10% but not below 20% of the project cost put to bid	The additional performance guarantee /security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price
3	Below 20% or more below of the project cost put to bid	The additional performance guarantee /security percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

(iii) The Additional Performance Security guarantee percentage shall be rounded off to the next lower percentage base on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5 % or more.

(iv) The Additional Performance Security shall be treated as part of the Performance Security.

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

17. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.

18. The department reserves the right of authority to reject any or all bids received without assigning any reason whatsoever.

19. The earnest money will be retained in the case of successful bidder and will be dealt with as per terms and condition of O.P.W.D. Code. The earnest money will be refunded to the unsuccessful bidders on application. The retention of E.M.D. with the Department will carry no interest. (As mentioned in Col4 of Annexure-I)

20. The Project Director, Watersheds, Sundergarh will notify the bidder whose bid has been accepted. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (**Initial Security Deposit**) in form of Deposit receipt of Nationalised Bank / Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the authority as mentioned in Annexure-II for different works and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61) for the fulfilment of the contract in the office of the Project Director, Watersheds, Sundergarh. **Bank Draft / Pay orders / Bankers cheque from any Nationalised bank shall not be accepted as EMD.** The security deposit together with the earnest money and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfilment of this contract and additional performance security in accordance with the provisions of the agreement. The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder within 15 days following the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

a) The notice-inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security. b) Standard P.W.D. Form P-1 with latest amendments c) Other forms prescribed in this document.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after twelve months of completion of the work / payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidder back out from the offer before acceptance of tender by the competent authority / Acton will be taken as per Bid Security Declaration in Schedule-I vide F.D.O.M. No.8943 dt.18.03.2021.

21. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

22. Bidders are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26-2-55 and No.II, M-56/61-28842 (5), dt.27-9-61.

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

a) Rent royalties, cess and other charges of materials, octroi and all other taxes including prevailing sale tax / GSTIN from time to time. Ferry tolls, conveyance charges and other cost on account of buildings including temporary building required by the bidder for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by Govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work

and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.

b) Royalty will be recovered from each bill as notified by Govt. from time to time unless appropriate proofs are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is credited to Govt. revenue.

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

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

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

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

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

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

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

24. No payment will be made for layout, benchmark, level pillars, profiles and benching and levelling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.

25. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.

26. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.

27. The bidders shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order no.44150, dtd.25-11-57.

28. No part of the contract shall be sublet without written permission to the concerned Project Director, Watersheds or transfer be made by the power of attorney authorising others to receive payment on contractors' behalf.

29. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in office Notice board of Project Director, Watersheds, Sundergarh during office hours every day except on Sundays and Public Holidays till last date of receipt of bid or till the date specified in the portal, whichever is earlier.

**30. No Relation certificate.**

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

**31. Payment for variation in price –**

(a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as result of increase or decreases, there will be **No escalation** of any amount in the bid.

(b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work, then there will be **No escalation** of the tendered amount.

c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then there will be **No escalation** of any tendered amount.

32. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.

33. All items of work as per schedule of quantities of this tender should confirm to Odisha Detailed Standard Specification. I.R.C. & ISI Codes I.S.2505, IS: 2006, I.S.:2514. I.S.:4656.

34. Shuttering & centring shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.

35. Frame work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centring and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centring and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.

36. Cement Concrete should be machine mixed by weight by means of concrete mixture/batching plant confirming to relevant grade and approved by the Engineer-in-charge for all types of concrete works. The Contractor should arrange his own batching plant concrete mixer appropriate vibrators, pumps, etc. for this purpose at his own cost.

37. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in- Charge or his representative shall have the right to test the weight & quality from time to time.

38. The bidder shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the bidder stops the work, he shall have to pay the full penalty as per clauses of the contract.

39. Statutory traffic restriction in the town for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.

40. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.

40. The contractor shall properly take care of the safety of workers.

42. The bidder should furnish along with their tender a list of similar works if any executed during the last three years duly certified by the concerned authority not below the rank of Project Director, Watersheds indicating the satisfactory completion for Civil works as per the proforma in schedule- D

43. An applicant of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An affidavit to this effect is to be furnished in **Schedule-F**. Non-furnishing of the information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected**. Address for correspondence should be submitted in Schedule-G. Schedule-H and Schedule-I are to be submitted wherever applicable.

44. It should be clearly understood that:

- a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
- b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Agril. Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the R&B Control and Research Laboratory of Cuttack / Bhubaneswar / Sambalpur.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses / Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.

45. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.

46. List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of schedule-C.

47. For submission of a tender for the work, the bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Food stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorised subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any material during the execution of work.

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

49. Prevailing rate of GSTIN on the gross amount of the bill will be deducted from the contractor's bill.

50. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.

51. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.

52. Under Section 12 of contractors' labour (Regulation and Abolition) Act 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

53. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be required by **the** Project Director, Watersheds, Sundergarh/ Engineer-in-Charge.

54. All reinforced cement work should conform to Odisha Detailed specification and should be of proportion (1:2:4) or (1:1.5:3) or M20 having a minimum compressive strength (in work test) 150kg/200kg: per cm<sup>2</sup> in 15 cm cubes at 28 days, after mixing and test conducted in accordance with IS 450 and IS 516 using 12mm size hard black crusher broken granite chips (20mm size not be exceed 25%).

55. Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water, if necessary, should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and levelling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work.

56. 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly

emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-I, where ever applicable.

57. An engineering personnel of the executing agency member should be present at work site at the time of visit of High-level Inspecting officers

58. It should be understood clearly that no claims whatsoever would be entertained.

59. The Contractor will have to submit to the Executive Engineer (Agril.), Soil Conservation, Northern Zone, Sambalpur monthly return of labour both skilled and unskilled employed by him on the work.

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

61. The bidder should furnish along with their tender 1. a list of works, which are at present in their hand 2. list of T&P and 3. list of work executed in the prescribed proforma enclosed herewith (Schedule-B, C &D).

62. All reinforced cement concrete works should be finished smooth. Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.

63. The bidder may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.

64. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples are to tested at Government Test house. Research Laboratory, Bhubaneswar/Cuttack or any other Govt. approved laboratory at the cost of the Contractor with no extra cost to the Department.

65. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained

66. The K.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.

67. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid licence from the licensing authority of labour Department.

68. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel or for laps, chairs and wastages will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.

69. Graduate Engineer of 'C' class contractor & above should furnish E.M.D. along with the tenders as specified in the Tender Notice where he has already availed exemption of E.M.D. for three works, failing which the tender will be summarily rejected.

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

#### 71. SPECIAL CONDITIONS (PART OF THE CONTRACT)

(I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.

(II) The tests have to be planned & carried out such that the progress of work is not hampered.

(III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.

72. In case of ambiguity between clauses of this DTCN and the P-1 contract form, the relevant Clauses of the P-1 contract form shall prevail over the DTCN The clauses not covered under P-1 contract form shall be governed by the clauses of the DTCN

73. Schedule of quantities is accompanied with DTCN and it shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

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

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

76. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.

77. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Executive Engineer (Agril.), Soil Conservation, Northern Zone, Sambalpur with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department

78. **Trial Boring** - The foundation depth indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct trial pits before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at foundation level while quoting his rates for tender the contractor shall take in to account of the above aspects.

79. Any defects, shrinkage or other faults which may be noticed within 6 (Six) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the building for 6 (Six) months from the date of successful completion of the work.

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

81. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / MoRT&H specifications.

82. Where it will be found necessary by the Department, the Engineer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Engineer-in-Charge with their dated signatures and duly noted by the contractor or his authorised agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the **Agriculture Department**. and shall not be removed from the site of work without written permission of Project Director, Watersheds and to be submitted to the Engineer-in-charge every month.

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

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

85. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.

86. The contractor shall be provided a claim book from the date of commencement of the work from the Department and shall maintain in proper form with pages serially numbered in order to record items of works are not covered by his contract, which will be adjustable in the tender amount. The claim book is the property of the Deptt. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.

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

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

(a) Making a false statement or declaration.

(b) Past record of poor performance.

(c) Past record of abandoning the work half way/ recession of contract.

(d) Past record of in-ordinate delay in completion of the work.

(e) Past history of litigation.

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

**90. Work Order for the works duly administratively approved and fund released will be issued after the required land already identified & demarcated by the concerned Tahsildar, is recorded in the name of Department of Agriculture and Farmer's Empowerment, Odisha, Bhubaneswar. The e- tender for those works has been floated in order to save time for execution and timely completion.**

**91. ADDENDUM TO THE CONDITION OF P-1 CONTRACT.**

**Clause-2(a) of P-1 Contract: -TIME CONTROL: -**

### **2.1. Progress of work and Re-scheduling programme.**

2.1.1. The Executive Engineer (Agril.), Soil Conservation, Northern Zone, Sambalpur / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

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

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

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

## **2.2. Extension of the Completion Date.**

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15<sup>th</sup> day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

2.2.2. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each stage of work and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents.

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

i) Force majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

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

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

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

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

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

## **2.3. Compensation for Delay.**

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the

**Director of Soil Conservation & Watershed Development, Odisha** (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Govt, however, if the contractor catches up with the progress of work subsequently, or in subsequent work, the withheld amount may be released. However, no interest whatsoever shall be payable on such withheld amount.

#### 2.4. Management Meetings

2.4.1. The Engineer in charge may require the contractor to attend a management meeting to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure. The contractor shall attend such meeting for timely completion of the work.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Project Director, Watersheds, Sundergarh. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting. To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Project Director, Watersheds, Sundergarh shall be conclusive evidence), 20% of the value of left-over work will be realised from the contractor as penalty.

2.5

92. The bidders are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clauses mentioned here in before tendering.

#### TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/255(However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in each batch).
2.	Steel	I.S. 432(Plain) and 1785(Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S.383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, soil, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand / Fine Aggregate	I.S.2116, 383
7.	Binding wire	I.S. 280(galvanised minimum 1 mm.)
8.	Rain water pipe	I.S.2527
9.	Construction joints	I.S.3414
10.	Steel Window Frame	I.S.1038/83
11.	Steel Door Frame	I.S.4351/75
12.	Fitting & Fixtures for journey works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineering in Charge.

#### TECHNICAL SPECIFICATIONS OF PH PORTION OF WORK

##### A) WATER SUPPLY & SANITARY INSTALLATIONS:

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

##### (a) Sanitary fixtures:

To be of best quality vitreous ware of porcelain.

- (i) Indian water closet
- (ii) Foot Rests
- (iii) Wash Hand Basin
- (iv) Kitchen Sink Hindware/Parry
- (v) Urinals Ware / Neycer/ ISI marked
- (vi) Drain Board

- (vii) Odisha Closet
- (viii) European Water Closet & Low Level Flushing Cistern.
- (b) C.I. High Level Cisterns: Sushila Industries Prabhat Iron Foundry/ East India Steel / ISI marked
- (c) H.C.I. Soil Waste Pipes: Confirming to ISI 1729-1954, having ISI Mark.
- (d) C.P. Bath Room Fittings: Plaza/ / Jaquar ISI marked & confirming to-latest ISS
- (e) Brass Fittings: Shakti/Anupama /Luster/ISIMarked.
- (f) Gunmetal Valves: Anupama / Leader / B.S.I.S.I. marked.
- (g) G.I. Pipes (Medium Class): Manufactured by TATA / JINDAL / B.ST.having ISI Mark.
- (h) Galvanised Iron fittings: ISI marked C/R brand.
- (i) Paints: Asian / Berger / Jonson/Confirming to I.S.S
- (j) Cast Iron Manhole cover frame: Sushila Industries / Prabhat Iron Foundry / East India Steel make confirming to I.S.S. 7.26
- (k) Stone Ware Pipes & Fittings: Manufactured by Odisha Ceramic Industries/ Odisha industries / Keshab Ceramic confirming to I.S.S. Specification No.651 / 1980 {Grade A}
- (l) P.V.C. (S.W.R.) & Manufactured by the Supreme Industries  
P.V.C (Rigid.) Pipe/Fittings: Ltd., Bombay / Oriplast, Balasore, Duroplast confirming to I.S. Specification  
No. 4985/81(Class IV)

#### **TECHNICAL SPECIFICATION OF INTERNAL ELECTRIFICATION WORKS**

The details of internal wiring, the position of fittings, fans, switches and plug sockets etc. are indicated in the layout drawings. The position of light fittings, fans, switchboards etc. indicated in these drawings are only for the guidance of the supplier and the actual position of these shall be mutually decided between the supplier and the purchaser. The supplier shall submit the purchaser of his consideration and approval all runs of wiring and the exact position of all the points and the switch boxes first marked on the points buildings. All internal wiring shall be done in conformity to the latest Indian standard specification/Rules, code of practice adopted by CPWD and other standard practices prevalent in the part of the country. For the purpose of the specification the terminology used shall be as defined in IS:732 and IS:1356 of the definition of points wiring. The installation shall be carried out in conformity to all requirements of IE Act, 1910 and IE Rules 1956.

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

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

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

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

- 1 Notice Inviting tender
- 2 Instruction to the Bidders
- 3 Conditions of Contract.
- 4 Contract data
- 5 Detail Specifications of Civil, Electrical and PH works
- 6 Drawings

**Bidders are required to submit the information in the following Schedules. Information provided in any other format, other than the prescribed format will not be accepted.**

**SCHEDULE-A**

**CERTIFICATE OF NO RELATIONSHIP**

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

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

(\* ) Strike out which is not applicable

Signature of the Bidder

Date:

**SCHEDULE-B**

**CERTIFICATE OF LIST OF WORKS IN HAND**

Refer point No 1(c) of DTCN

I/We do hereby certify that at present the following works are in my/our hand.

Sl. No.	Particulars of work Now in hand	Agreement Amount of each work	Period in which the work is stipulated to be completed (In month)	Approximate value of work done on each project till the date of submission of tender.	Department under which the work is being taken up
1	2	3	4	5	6

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

\*The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer or equivalent. In case of there is no existing commitment and ongoing works, the bidder shall declare as nil in schedule B.

Signature of the Bidder

Date .....

**CERTIFICATE OF TOOLS AND PLANTS**

I/We hereby certify that the following tools and plants, machineries and vehicles are in my /our possession in working order.

- (i)
- (ii)
- (iii)
- (iv)
- (v)

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

Signature of the Bidder  
Date.

.....

**CERTIFICATE OF LIST OF WORKS EXECUTED**  
**Refer point No 1(g) and 1(h) of DTCN**

Sl. No.	Particulars of works Already executed	Amount of each work executed	Name of Department under which the works were executed	Date of commencement and Date of completion	Stipulated period of completion as per agreement	Whether the works were completed in stipulated period
1	2	3	4	5	6	7

Signature of the Bidder  
Date

Executive Engineer/Employer

**Note:** The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer of State Govt / Central Govt Departments only. Certificate(s) from Private entities are not acceptable. Bidder can use separate sheet, but the required information must be there. Bidders those who have completed buildings under this division may not submit the separate certificate signed by Executive Engineer (Agril), Soil Conservation, Northern Zone, Sambalpur, but must fill and submit this schedule without the signature of Executive Engineer (Agril), Soil Conservation, Northern Zone, Sambalpur. Non-submission of this schedule will be presumed that the bidder does not have any experience and make the tender liable for rejection, even though he has completed building works under this division.

**SCHEDULE-E**

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

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

**Note:**

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected. I/We, also note that, non-submission of this certificate will render my/our tender liable for rejection.

Signature of Bidder

**AFFIDAVIT**

1. The undersigned do hereby certify that all the statements made in the required attachments (Schedule-A to Schedule – H) and every information provided by me /us in this bid are true and correct.
2. The undersigned also hereby certify that neither my / our firm / company or any of its constituent partners have abandoned any building/ road / bridge/ irrigation works.
3. The undersigned hereby authorise(s) and request(s) any bank, person, Govt Office, 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 and ascertain the authenticity of the information provided in this bid.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.
5. If any information submitted by me/us is found to be false and/or fabricated even after issuance of work order, then the work order and Agreement will be revoked, EMD will be forfeited and criminal proceeding will be initiated to revoke my/our licence.
6. I/We, also note that, non-submission of this Affidavit along with Schedule – A to Schedule – H will render my/our tender liable for rejection.
7. This affidavit is to be produced before the Executive Engineer (Agril), Northern Zone, Sambalpur as part of bid document for the work.....

(Signature of Bidder)

Name of the Firm

Date

Note : Affidavit must be in the above prescribed format. Other format and style is not acceptable.

**CORRESPONDENCE ADDRESS OF THE BIDDER**

Name :

Father's Name :

At :

P.O :

P.S :

Block :

Dist :

PIN :

Telephone No (Land line) :

Telephone No (Mobile) :

Email ID :

Certified that all the information provided above is accurate to best of my belief.

Signature of the bidder

Date

Note : All correspondences will be made in this address, telephone number and email only. Any change in above information must be intimated in writing immediately. **PIN code requirement is mandatory.** Non submission of this schedule will be presumed that the bidder does not have an address, even though the same may be available elsewhere in the submitted documents.

**SCHEDULE-H**

**INFORMATION ON FIRMS INVOLVED IN COMPOSITE BIDDING FOR PH AND ELECTRICAL WORKS ALONG WITH CIVIL WORKS.**

(Mandatory in case of composite bids)

Sl No	Work Item	Name of the licence holder/firm	Address	Experience in similar nature of work
1	Electrical works			
2	PH and sanitary works			

Attach copies of valid license for executing water supply / sanitary / work / building electrification works. A tripartite MOU between the bidder (Civil) along with Electrical and PH contractors in the form of affidavit is to be submitted in original. If the original bidder, who is a civil contractor, has got experience in executing PH works, then he/ she should furnish the experience certificate in this regard and fill the above form accordingly.

Signature of the bidder

Date

**Form of Bid-Security Declaration**  
(Does Not Required)

<Letter head of the bidder>

<Date>

Bid No.:

To

*[Insert complete name and address of the Authority/ Employer/ Tender Inviting Authority]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

2. We accept that the Authority/ Employer/ Tender Inviting Authority shall cancel our empanelment and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the bid validity specified in the letter of Bid or any extended date provided by us;

or

(b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,

- i. Failure of use to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/ Terms of the Bid Document/RFP, or
- ii. Fail to agree to the decisions of the contract negotiation meeting or
- iii. Failure refuse to execute the Contract.

3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or (ii) after the expiry date of the Bid validity.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of , \_\_\_\_\_

\*:In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* :Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the bid]*

**Government of Odisha, Works Department**  
**Office Memorandum**  
**File No.07556900042013(Pt-II) – 7885 /W, Dated 23.07.2013**

**Sub: Codal Provisions regarding e-Procurement.**

After introduction of e-procurement in Govt. of Odisha, necessary guidelines/ procedure has been issued in Works Department Office Memorandum No 1027, dt 24.01.2009 which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix-IX(A) of OPWD Code Vol-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 hosted in the portal.
2. The e-Procurement portal of the Government of Odisha is <https://tenders.ori.nic.in/nicgep/app>
3. Use of valid Digital Signature Certificate of appropriate class (class II or Class III) issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities. (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra etc 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 has decided to host 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 hosting 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. Contractors not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management, “Department” is the Administrative Department, “Organisation or wing” is the Chief Engineer or highest tender accepting authority or equivalent officer under the Administrative Department, “Circle” is the Executive Engineer or equivalent officer, “Division” is the Executive Engineer or equivalent officer and “Sub-Division” is the Assistant Engineer or equivalent officer.

11. The e-procurement software assigns role 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 and 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 Organisation level not below the Executive 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 and bidder'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 the 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 the Tender).

- i. Opening of Bid

**11.6. Procurement Officer–Evaluator:** (Generally sub-ordinate officer to officer inviting the 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 BIDS (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 the 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 Officer inviting Bid: \_\_\_\_\_

Further details can be seen from the e-procurement portal <https://tendersorissa.gov.in/>

12.3. The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersorissa.gov.in> will appear in the “Latest Active Tenders”. 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://tendersorissa.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 document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and schedules 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 / Packet

SI No	Cover type	Document Description	File type
1	Fee/prequal/ Technical/Finance	Tender cost, EMD, GSTIN Registration Certificate, PAN, Contractor’s RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
		BoQ	.xls

b. For Two Cover / Packet

SI No	Cover type	Document Description	File type
1	Fee/prequal/ Technical/Finance	Tender cost, EMD, GSTIN Registration Certificate, PAN, Contractor’s RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN	.pdf
2	Finance	BoQ	.xls
		Special conditions 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 DETAILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in the DTCN/SBD

vi. **CRITICAL DATES:** The Procurement Officer Administrator should mention the critical dates such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & end 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 organisation 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 units using 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 Contractor / Bidder intending to participate in the bid is required to register in the portal using his/ her active personal /official e-mail ID as his/ her Login ID and attach his/ her valid Digital signature certificate (DSC) to his/ her unique Login ID. He / she has to submit the relevant information as asked for about the firm/ contractor. The Portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN (ii) Registration Certificate (RC) / GSTIN Registration Certificate (for procurement of Goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/GSTIN Registration Certificate. Any change of information by the bidder is to be reauthenticated 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 authorized 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 authorized 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 processes that are undertaken through the e-procurement system irrespective of who operates the system.

**15.2. LOGGING TO THE PORTAL:** The Contractor/ Bidder is required to type his/ her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CA 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 to undertake 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 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 drawing relevant to the work for which bid has been invited. Bidder may download these drawings and take out the 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, Declaration form, 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 upload the same in portal document format (PDF) to the system in designated piece 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 provided 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 uploaded 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 L2 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. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidence towards his eligibility for such exemption.

15.6.6. Government of Odisha has been actively considering integrating e-payment gateway in 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, GSTIN, PAN/ TIN, Registration Certificate, Affidavits, Profit Loss Statement, Joint Venture Agreement. List of similar nature 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 the bidder shall lead to cancellation of bid. In case of the 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 leaving any blank cell in the rate column in case of item rate tender and type percentage excess or less upto 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 uploading 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 cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot 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 contractor 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 Quantities duly filled in. It is not necessary for the part of the Bidder to upload the drawings and other Bid documents (after signing) while up-loading 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 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. Contractors 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/retender.

## **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 email ID) 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 bidders 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 the Bidders.

20.5. The Procurement Officer- Evaluators will evaluate the bid and finalise 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 authorised 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 bidder’s 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 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 concerned Chief Engineer/ 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 contractor in consideration of the execution & completion of the Works by the Contractor as prescribed by the contract & the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

22.2. The Contractor after furnishing the required acceptable performance security and 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 upload the summary and declare the process as complete.

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

## **23. BLOCKING OF PORTAL REGISTRATION:**

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

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 cancelled /suspension/ blacklisting from the concerned authority.

23.3. The officer inviting tender shall make due inquiry and issue show cause notice to the concerned contractor who is 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 recommended to the chief manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the registering authority and concerned chief engineer/heads of office if any of the following provisions are violated.

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

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

24.2. The Chief Manager (Technical), 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 and 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 90 days. After blocking of Portal Registration, the Contractor, whose Portal Registration has been blocked may file application to the concerned Officer Inviting Tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs 10,000/- (Rupees ten thousand) only (non-refundable) under the Head of Accounts '0059-Public Works' as processing fees. The Officer Inviting Tender shall forward the application filed by the contractor to the Chief Manager (Technical), State Procurement Cell.

24.4. On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Technical) 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 the said contractor if the Committee is satisfied that the fault committed by the contractor 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 contractor has been blocked for the 2<sup>nd</sup> time, the Chief Manager (Technical), State Procurement Cell 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 contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor, the Officer Inviting Tender shall examine the same and if considered proper he may report to the Chief Manager (Technical), State Procurement Cell along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally, the committee may advise the concerned Officer Inviting Tender to initiate proceeding for blacklisting as per 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 Code, Vol-II
3. Accordingly Office memorandum No 1027, dt 24.01.2009 stands modified.
4. This has been concurred by the Finance Department vide their UOR No 3-WF-I dt 01.01.2013.

**Sd/-19.07.2013**  
**EIC-CUM-SECRETARY TO GOVERNMENT**



**Attention Bidders:**

**Non submission of original tender paper cost and EMD/Bid Security before bid opening will lead to blocking of user ID in the tender portal and cancellation of licence.**