



**OFFICE OF THE GENERAL MANAGER,
DRAINAGE, WATCO
MAHANADI VIHAR, NAYABAZAR,
CUTTACK, ODISHA – 753004.
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**DETAILED TENDER CALL NOTICE (DTCN)
FOR**

**Construction of 14 Nos AC Sheet Houses at Potapole,
Cuttack for the year 2023-24.**

ESTIMATED COST: Rs. 23.63LAKH

Bid Identification No.- GM-WATCO-Drainage-02/23-24 Dt.17.10.2023

**COST OF TENDER PAPER: 6,000/- + GST @ 18%
(Rupees Six Thousand plus Eighteen percent GST) only**

October-2023

DETAILED TENDER CALL NOTICE (DTCN)

DTCN PART-I: GENERAL & TECHNICAL-BID

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**OFFICE OF THE GENERAL MANAGER, DRAINAGE, WATCO, CUTTACK
Water Corporation of Odisha**

AT-MAHANADIVIHAR, PO-NAYABAZAR, CUTTACK-753004

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NOTICE INVITING TENDER(NIT) FOR THE WORK

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Invitation for Bids (IFB) No: [GM-WATCO-Drainage-02/2023-24 dtd:17.10.2023](#)

The General Manager, Drainage, WATCO, Cuttack on behalf of the Governor of Odisha invites **Percentage Rate Bids** through **e-Procurement Portal** in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN) in Single Bid system from the bidders of eligible **Class of Contractors** registered with the Odisha State Government and Contractors of equivalent grade/class registered with Central Government/ any other State Government/ MES / Railways having experience and expertise in Similar Type of Works and fulfilling minimum eligibility criteria as stated here under and other detailed qualifying requirements given in the DTCN to be eventually drawn up in the **Standard P-1 Contract Form of Odisha PWD**.

The bid should be submitted on-line in the website www.tendersodisha.gov.in by the eligible class of contractors. The bidders should have the necessary Portal Enrolment (with his own Digital Signature Certificate). Contractors registered elsewhere but not registered with Government of Odisha can also participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work /signing of the Agreement as per prevalent registration norms of the State.

SL No	Name of the Work	Estimated Value of Work (Rs in Lakh)	Bid Security (EMD) Rs in Lakh (Online)	Class of Contractor	Period of Completion	Cost of Bid Document in Rs (Online)
1	Construction of 14 Nos AC Sheet Houses at Potapole, Cuttack for the year 2023-24.	23.63	0.24	C & B	3months	6000.00 + GST @18%

2. Mode of Submission of tender: Tender should be submitted online in www.tendersodisha.gov.in.
3. The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/modifications/addendum to DTCN if any.
4. a) The bidder should make payment online towards Tender Paper Cost. No offline receipt of Tender Paper Cost will be allowed in e-procurement portal of Government of Odisha as per Works Department Office Memorandum No.17254 dt.05.12.2017.
5. **Critical Dates: -**

SN	Description	Critical Dates
(i)	Period of availability of tenders on-line	: From 11:00Hrs. of 27.10.2023 to 17.00Hrs. of 09.11.2023
(ii)	Last date & time of seeking clarification as Per Schedule-I	17.00Hrs.of 06.11.2023
(iii)	Last date & time of bidding on-line	: 17.00Hrs of 09.11.2023
(iv)	Date & time of opening of Bid	: 11.00Hrs of 10.11.2023

General Manager
Drainage, WATCO, Cuttack

6. Minimum Eligibility Criteria:-

- i) The Firms / Companies / Registered Contractors should have successfully Completed & Commissioned Works of similar type work.
- ii) If the bid has been invited in a common notice for different works or tender invited for different works in consecutive notice in a shorter time period, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. In such cases, the order of opening of the bids shall be that in which they appear in the 'Invitation for Bids'. Fulfillment of one's bid capacity and other eligibility criteria in any one or more bids (in seriatim) will make him ineligible for subsequent bids.

7. To arrive at the value of completed works, Value of multiple contracts executed in a financial year shall be considered. For this purpose, the Completion certificates given by the authorities for any one financial year shall be considered. In case value of works executed in any one financial year is not available in the Certificates, the same shall be calculated on a pro-rata basis, considering that the total completed value and the time schedule in days.
8. The Bidder should have not been blacklisted by any Govt./Govt. Undertaking on the bid opening date. **Self-declaration certificate** for the same by Bidder in the form of Affidavit is to be submitted.
9. The bid for the work shall remain valid for a period of **120 (One hundred twenty)** days from the date of opening of Price Bid. If any Bidder/Tenderer with draws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
10. Bids from Consortium/Unincorporated Joint Venture is not acceptable.
11. Other details can be seen in the bidding documents, which is available in website.
www.tendersodisha.gov.in.
12. All amendments, time extension, clarifications etc. will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.
13. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
14. Name and Address of the Officer Inviting Bids.

The General Manager, Drainage, WATCO, Cuttack.
At-Mahanadi Vihar, P.O.: Nayabazar, Cuttack, Odisha
PIN-753004
Email:- pedrainagectc@gmail.com

**General Manager
Drainage, WATCO, Cuttack**

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the Work: Construction of 14 Nos AC Sheet Houses at Potapole, Cuttack for the year 2023-24.

Sl. No	Particulars	Reference to Clause No.	Whether furnished		Reference to Page No.
			Yes	No	
1.	Cost of tender paper in case of downloading Rs 6,000+ GST @ 18%= Rs.7,080/- (Online remittance)	DTCN Contract Data Clause No.-B.3			
2.	E.M. D	DTCN SECTION-2(B): Clause No.23.1			
3.	Copy of valid Registration Certificate	DTCN SECTION- 2(B) Clause No.19.5			
4.	Copy of valid GST Registration Certificate	DTCN SECTION- 2(B) Clause No.19.3			
5.	Copy of PAN Card	DTCN SECTION-2(B) Clause No.19.4			
6.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer	DTCN SECTION-2(B) ClauseNo.6			
7.	Structure & Organization	Schedule-A			
8.	Information regarding current litigation / debarment etc.	Schedule-B			
9.	Declaration	Schedule-C			
10.	Affidavits	Schedule-D			

CONTRACT DATA

Sl. No.	Items	Details		
A. GENERAL INFORMATIONS				
1.	Bid Identification No.	GM-WATCO-Drainage-02/2023-24		
2.	Name of the Work	Construction of 14 Nos AC Sheet Houses at Potapole, Cuttack for the year 2023-24.		
3.	Officer inviting tender	The General Manager, Drainage, WATCO, Cuttack		
4.	Authorized Engineer-in-charge of this work.	The General Manager, Drainage, WATCO, Cuttack		
5.	Accepting Authority	The General Manager, Drainage, WATCO, Cuttack		
6.	Amount put to tender	As per Notice Inviting Tender (NIT)		
B. BID INFORMATION				
1.	Intended completion period/Time period assigned for Completion	As per Notice Inviting Tender (NIT)		
2.	Last Date & time of submission of Bid	17:00 Hrs. Of Dt.09.11.2023		
3.	Cost of Bid Document (To be Remitted Online)	As per Notice Inviting Tender (NIT)		
4.	Bid Security	As per Notice Inviting Tender (NIT)		
5.	Additional Performance Security			
i)	Amount	Sl. No.	Differential Cost i.e., Estimated Cost put to tender minus the Quoted Amount	Additional Performance Security to be deposited by the Successful bidder
		i	Below 5%	No Additional Performance Security
		ii	From 5% and above and below 10%	50% of (difference between estimated cost put to tender and Bid Amount)

		iii	From 10% and above	150% of (difference between estimated cost put to tender and Bid Amount)
		As per amendment Circular No.4559/W, Bhubaneswar dt.05.04.2021 of Govt. of Odisha Works Department.		
ii)	Pledged in favour of	The General Manager, Drainage, WATCO, Cuttack		
iii)	Payable at	Cuttack, Odisha		
iv)	Type of Instrument	As specified in the Bid document		
6.	Bid validity period	120 days from the date of opening of Price Bid		
7.	Currency of Contract	Indian National Rupee		
8.	Language of Contract	English		
C. Agreement Information				
1.	Execution of agreement	The successful bidder is to execute the agreement with General Manager, Drainage, WATCO, Cuttack		

SECTION-2(A)

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

- (a) Scanned copies of the following documents to be up-loaded in appropriate place in PDF format in the website www.tendersorissa.gov.in failing which the tender will be cancelled.
- i. Remittance of Cost of Bid Document (Online).
 - ii. GST Registration Certificate.
 - iii. PAN Card.
 - iv. Registration certificate.
 - v. Affidavit / Declaration regarding: Correctness of certificates / no relation certificate / Acceptance of tender conditions / free from criminal proceedings etc (Schedule -E & D)
 - vi. Letter of submission of tender.
 - vii. Any other relevant required document, if any.
- (b) Scanned Copies of the Certificates / Formats showing details of information to be furnished as per the enclosed formats should be uploaded in appropriate place after converting the same to PDF.
- Schedule- A: Structure & Organization.
 - Schedule- B: Method Statement
 - Schedule C: Information regarding current litigation/ debarment etc.
 - Schedule - D: Declaration.
 - Schedule- E: Affidavit.
 - Schedule- F: Any other information.
 - Schedule - G: Form of Bid-Security Declaration
- (The details of the Format is enclosed in the DTCN)
- (c) Uploaded documents of valid successful bidders will be verified with the original before acceptance of offer.
- (d) DTCN is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, cannot participate in the tender.
- (e) Cost of Bid Document & Bid security (EMD) will be submitted on online mode by the Bidder, failing which the bidder will be disqualified.

SECTION - 2(B)

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Definitions:

- (a) "Employer" means the **Water Corporation of Odisha** represented by the **General Manager, Drainage, WATCO, Cuttack** or his authorized representative with whom the selected Contractor signs the contract for the services.
- (b) "Contractor" /Bidder/ Tenderer/ Firm/ Engineer Firm/ Company carry the same meaning throughout the DTCN and Contract.
- (c) "Contract" means the contract / agreement signed by the parties along with all attached documents listed in the DTCN (Tender Document Part-I &II).
- (d) "Data Sheet" means such part of the Instructions to Contractor as are used to reflect assignment conditions and evaluation of the bid.
- (e) "Day" means a calendar day.
- (f) "Government" means the Government of Odisha.
- (g) "Instructions to Bidders (Section-2(B) of DTCN) means the document which provides all information needed to prepare their proposals.
- (h) "TCN" (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.
- (i) "Personnel "means professionals and support staff provided by the Contractor and assigned to perform the services in full or in any part thereof.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal (Tender Document).
- (k) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor.
- (l) "Govt" ., means Govt.of Odisha or Govt. of India as the case may be.

2. Introduction / Selection Procedure:

The Employer named in the Data Sheet will select a contract firm to execute the work as described in the scope of work and in the Datasheet.

The Contractor shall bear all costs associated with the execution of the work on **Percentage Bids**. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Agency.

3. Location of the Project:

The place of action is at Potapole, Buxybazar, Cuttack, inside CMC Cuttack of Cuttack District in the State of Odisha.

4. Source of Funding:

The work will be funded by the **WATCO**. The Government of India has received a Japanese ODA Loans from Japan International Cooperation Agency (JICA), with the Loan Agreement No. ID-P252, dated 30.03.2016 toward the cost of the project "Odisha Integrated sanitation Improvement Project (OISIP)". The Executing Agency, WATCO intends to apply a portion of the proceeds of the Loan to eligible payments under the Contract(s) for which these Bidding Documents are issued.

5. Eligibility:

5.1. A Bidder shall be deemed to have the nationality of India.

5.2. **The Contractor's Class C or B (As per NIT) registered** Odisha State PWD or equivalent class of CPWD / Railway / MES / Central or other State Govt. and Reputed Engineering Firms. Proof of registration is to be furnished along with the tender.

6. History of Litigation and Criminal Record:

6.1. If any criminal cases are pending against the Contractor (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected. In such a case, the Contractor shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.

6.2. In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the **General Manager, Drainage, WATCO, Cuttack** without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

7. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer / Executive Engineer and above in the Water Corporation of Odisha (A Government of Orissa Undertaking).

8. Other Requirements:

8.1. Even if the bidder meets other criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.

8.2. The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.

8.3. In addition to the above, even while executing the work, if it is found that he produced false / fake, certificates in his tender, he will be blacklisted.

8.4. The bidders who have in last 3 financial years applied for / are undergoing Corporate Debt Restructuring (CDR) / Strategic Debt Restructuring (SDR) or facing recovery proceeding from Financial Institutions or those are facing sickness and under consideration of Board for Industrial & Financial Reconstruction (BIFR) are not eligible for qualification. Self-declaration Certificate by the bidder in the form of affidavit is to be submitted.

9. Original Certificates:

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

10. Cost of Tendering:

The bidder shall bear all expenses associated with the preparation and submission of his tender. **General Manager, Drainage, WATCO, Cuttack** shall in no case be responsible or liable for reimbursement of such expenses.

11. Site Visit:

The bidder is advised to visit and examine the **site** area and its surroundings and obtain for himself all information that may be necessary for preparing the tender and quoting rates at his cost and responsibility.

12. Tender Documents:

12.1. A set of Tender Documents comprising of the DTCN & BOQ includes the following together with all Addenda there to, which may be issued in accordance with **Clause-2(B)13 and Clause-2(B)14**.

Section	Description
DTCN Part-I: General & Technical- Bid	
Section-1	Notice Inviting Tender
Section-2(A)	Details of the Documents to be Furnished for Online Bidding
Section-2(B)	Instructions to Bidders
Section-2(C)	Data Sheet
Section-2(D)	Letter for Submission of Tender
Section-3	Conditions of Contract
Section-4	Special Conditions of Contract
Section-5	Scope of Work and Technical Specifications
Schedule-A to G	Formats for furnishing Information by the Bidder
Appendix-I	Executive Instructions regarding calling for and acceptance of e-Procurement in Govt. of Odisha
Appendix-II	Procedure for Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and the agency will submit Bid Security Declaration along with the tender in absence of EMD.
Appendix-III	Tender Drawings
DTCN Part -II: Price Bid / Bill of Quantity	

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

13. Deleted.

14. Amendment of Tender Documents:

14.1. At any time prior to the dead line for submission of tenders, **General Manager, Drainage, WATCO, Cuttack** may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Contractor, modify the tender documents by issuing an Addendum.

14.2. Such addenda will be notified in the website and will be binding upon them.

14.3. In order to afford prospective Contractor reasonable time to take such addenda into account in preparing their tenders, **General Manager, Drainage, WATCO, Cuttack** at his discretion, may extend the dead line for the submission of tenders, if necessary.

C. PREPARATION OF TENDER DOCUMENT

15. Language of the Documents:

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

16. Documents Comprising the Tender:

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

17. Sufficiency of Tender:

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

18. Preparation of Proposal:

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

18.3. Site Inspection by tenderer.

The tenderer shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities and shall collect any other information which may be required before submitting the tender. Any further data required during execution of the work / scheme shall be ascertained by the contractor at his own cost.

19. Technical Proposal Format and Content:

The Contractor should have sufficient man power to execute & complete the work within the time schedule. He should have sufficient financial background / machinery and equipment required for execution of the work / free from litigation / have good working record of completion of the works in time. It may be noted that the contractor should satisfy the minimum eligibility criteria for award of Contract. The Technical Proposal shall provide the information indicated in the following paragraphs [clause 2(B)19.1 to 2(B)19.7] using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.

- 19.1. The Contractor has to furnish the structure & organization details in **Schedule-A**.
- 19.2. Method Statement: A description of the approach, methodology and work plan for performing the assignment in **Schedule-B**
- 19.3. Copy of GST Registration Certificate.

- 19.4. Copy of PAN Card.
- 19.5. Copy of Firm's Registration, Authorised dealership, Manufacturing etc.,
- 19.6. General Power of Attorney if required in favour of the authorized signatory.
- 19.7. Other information as required in the **Section-2(C) Data Sheet**.

20. Financial Proposal:

- 20.1. The Contractor shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already supplied in the Tender.
- 20.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall be exclusive of GST but include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.
- 20.3. The contractor should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.
- 20.4. The rate quoted by the firm shall be firm.

21. Tender Validity:

- 21.1. The proposal must remain valid for **120 (One Hundred Twenty)** days from the date of opening of Bid.

22. Authorization, Corrections, Erasures etc. intender Papers:

- 22.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.
- 22.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **General Manager, Drainage, WATCO, Cuttack** Bidders may submit bids for one or more than one of the Packages separately.

23. Earnest Money Deposit / ISD /SD / Additional Perform Security & GST Registration:

23.1 Earnest Money Deposit:

Bid Security should be submitted as per **Works Department Office Memorandum FileNo.07554600032022-1499/W.**, dated.01.02.2023, in shape of NSC/Post Office Savings Bank Account /Post Office Time Deposit /Kisan Vikas Patra/Deposit Receipt in Schedule Bank duly pledged in favour of the General Manager, Drainage, WATCO, Cuttack payable at Cuttack etc.

Note: It is mentioned that the cost of Bid Document and EMD to be submitted through on-line remittance as applicable, through on-line banking system. Due to some issues associated with the on-line process of remittance & return, the 'Cost of Bid Document' should be submitted in shape of Demand Draft payable at Cuttack in favor of General Manager, Drainage, WATCO, Cuttack. The

EMD or Bid Security amount should be submitted in shape of Demand Draft or TDR payable at Cuttack duly pledged in favour of General Manager, Drainage, WATCO, Cuttack

23.2 Return of EMD:

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

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

EMD shall also be returned to the unsuccessful bidders after finalization of its evaluation (as per the Appendix-II of DTCN).

23.3 Initial Security Deposit:

The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to **2% (two percent)** of the accepted value of the tender in shape of NSC/Post Office Savings Bank Account / Post Office Time Deposit / Kisan Vikas Patra / Deposit Receipt in Schedule Bank duly pledged in favour of the **General Manager, Drainage, WATCO, Cuttack** payable at Cuttack within 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

Sl. No.	Differential Cost i.e., Estimated Cost put to tender minus the Quoted Amount	Additional Performance Security to be deposited by the Successful bidder
i	Below 5%	No Additional Performance Security
ii	From 5% and above and below 10%	50% of (difference between estimated cost put to tender and Bid Amount)
iii	From 10% and above	150% of (difference between estimated cost put to tender and Bid Amount)
As per amendment Circular No. 4559/W, Bhubaneswar dt. 05.04.2021 of Govt. of Odisha Works Department.		

23.4 Additional Performance Security: On intimation from the tender inviting authority, the Successful bidder shall submit the required amount of Additional Performance Security in shape of NSC/ Postal Saving Pass Book / Post Office Time Deposit / Kisan Vikas Patra/ Deposit Receipt in Scheduled Bank duly pledged in favour of **General Manager, Drainage, WATCO, Cuttack** Payable at Cuttack before issuance of Letter of Acceptance (LoA).

23.5 GST Registration Certificate / GSTIN:

Tenderers are required to submit attested copies of valid and up-to-date GST Clearance/ GST Registration Certificates along with their tenders, failing which their tenders will not be considered.

23.6 Security Deposit

In addition to above, 5% or 3% (whichever is applicable) of gross value will be deducted from bill(s) of the contractor toward Security Deposit (SD) which will be refunded after the defect liability period subject to payment of final bill.

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

23.8 In consideration of the **General Manager / Chief Executive Officer** to investigate and to take into account each tender and in consideration of the work there by involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

24 Signing of Tenders / Bid

All tender documents will be signed digitally with Digital Signature Certificate (DSC). The online bidder shall digitally sign on all statements, documents, certificates, uploaded by him, owing responsibility for their correctness / authenticity as per IT Act 2000. If any of the information furnished by the bidder is found to be false / fabricated/ bogus, his EMD / Bid security shall stand forfeited and the bidder is liable to be blacklisted.

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

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

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

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

24.3.1. All documents furnished by the contractor along with the tender are to be digitally signed by the bidder.

25. Deleted

D. SUBMISSION OF TENDERS

26. In view of adoption of e-procurement process pursuant to Government of Odisha in Works Department Office Memorandum No. FA-R-3/08-4657/W dated 12.03.08, 4666/W dated 12.03.2008, 1027/W Dt.24.01.2009 & 7885/W dated 23.07.2013 following changes/ modification/ addendum shall be affected.

26.1. Bid Documents:

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

26.2. Deleted

26.3 Documents Comprising the Bids:

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

26.4. Bid Price:

In case of submission of Bids through the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall down load that particular Excel sheet and fill in rates in figures at the appropriate location. The line-item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder. In case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate whether his price offer is how much excess or less than the estimated amount. The Bidder will write percentage excess or less up to **two decimal points only. The bidder is not supposed to change or modify the format of the excel sheet in any form.**

26.5. Bid Security / EMD:

- (i) The bidder shall deposit bid security for the amount shown in Col. 4 of the table of Notice Inviting Tender (NIT) **on online mode.**
- (ii) The EMD will be forfeited in any of the following case.
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid Price.
 - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) Sign the Agreement / contract or
 - ii) Furnish the required ISD and Performance Security.

In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates up loaded by the bidder is **found to be false/ fabricated/ bogus, the bidder will be blacklisted and their EMD/ Bid Security shall be forfeited.**

26.6. Submission of Bid:

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

In case of submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured

by taking out a sample printing.

26.7. Late Bids:

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

27. Modification & Withdrawal of Bid:

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

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

28. Bid Opening:

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

29. Award of Work:

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

E. TENDER OPENING AND EVALUATION

30. Tender Opening:

30.1 The **General Manager, Drainage, WATCO, CUTTACK** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.

30.2 (i) A tender shall be rejected if;

- a) Price Bid is not enclosed.
- b) Cost of tender document has not remitted online on submission of bid
- c) EMD as per Clause 2(B)23.1 has not remitted online on submission of bid.

(ii) In case if the bidder has not submitted following document with the bid due to any reason may be sought and queries may be issued to the bidders for submission of the same with a stipulated period, failing which their offer shall be liable for rejection.

- a) Proof of eligibility and qualifications is not enclosed.
- b) PAN is not enclosed.
- c) Power of Attorney is not enclosed.
- d) Other documents as required not enclosed.
- e) GST Registration Certificate / GSTIN.

30.3. Any such conditions shall be minuted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 2(B)33**. The date of opening of price bid shall be intimated by FAX/ E-mail/ Speed Post to the qualified bidder of technical evaluation.

30.4. The **General Manager, Drainage, WATCO, CUTTACK** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.

31. Clarification on Tenders from Tenderers:

To assist in the scrutiny, evaluation and comparison of the tenders, the **General Manager, Drainage, WATCO, CUTTACK** may ask contractor individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate shall be sought, offered or permitted by the **General Manager, Drainage, WATCO, CUTTACK** during the evaluation of the tenders.

32. Determination of Responsiveness:

32.1. Prior to the detailed evaluation of tenders, **General Manager, Drainage, WATCO, CUTTACK** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

32.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **General Manager, Drainage, WATCO, CUTTACK**. Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

32.3. Conditional Tender shall not be accepted.

33. Proposal Evaluation:

33.1 From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its proposal except any required in Clause-2(B)31.

33.2 Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the contractor's proposal.

33.3 Evaluation of the Bid:

33.3.1 The Evaluation Committee shall evaluate the Bids on the basis of their responsiveness to the DTCN.

33.3.2 A Bid shall be rejected at this stage if it does not respond to required aspects of the TCN/ DTCN.

33.3.3 The bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).

33.3.4 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.

33.3.5 If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.

34. Selection of Contractor:

If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted (decimals up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned SE / Executive Engineer of concerned Division and DAO will remain present. **(As per Amendments to Appendix-IX, Clause-36 of OPWD Code, Vol-II, vide Govt. Of Odisha, Works Dept office Memorandum No-1437 Dated 31.01.2023).**

In case of Percentage Rate Contract, the contractor shall write percentage excess or less up to two decimal point only. If he writes the percentage excess or less up to two or more decimal points, the first two decimal point shall only be considered without rounding off. **(As per Para No.3.5.5.(V) of OPWD Code Vol-I).**

- (a) An intelligent BOQ in MS-Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the rates both in words and figures for all items at the appropriate location. The bidder is not supposed to change or modify the format of the excel sheet in any form.
- (b) In percentage rate contracts the schedule of quantities shall mention estimated rate of each item and amount thereto. The tenderer has to mention percentage excess over/ less than the estimated cost (in figures and words) in the prescribed format appended to the tender document. The tenderer who wish to tender for two or more work shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.

In the percentage rate tenders, only percentage quoted shall be considered. Percentage quoted by the tenderer shall be accurately filled in figures and words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the tenderer in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage excess/less and total rate quoted by the tenderer then percentage will be taken as correct. The percentage rate quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The tenderer will write percentage excess or less up to two decimal point only. If he writes the percentage excess or less up to three or more decimal point, the first two decimal points shall only be considered without rounding off. Where the tenderer has omitted to quote the Percentage rates either in figures or in words, the Officer opening the tender should record the omission.

- (c) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with the due approval from next higher authority.

35. Negotiations:

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

If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to black list the contractor. In case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to condition that L2 bidder negotiates at par with the rate quoted by the L1-bidder otherwise the tender will be cancelled. **(As per the Government of Odisha, Works Department Office Memorandum No.12366 dated 08.11.2013 on amendment to Para No. 3.5.14, Note-I of OPWD Code Vol-I, by inclusion.)**

AWARD OF CONTRACT

36. Award Criteria:

- 36.1. After acceptance of the bid by competent authority, the selected contractor will be intimated about such acceptance.
- 36.2. The contractor is expected to commence the work on the date and at the location specified in the Data Sheet.

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

Notwithstanding Clause 2(B)35, **General Manager, Drainage, WATCO, Cuttack/ Government of Odisha** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without there by incurring any liability to the affected bidders.

38. Process to be Confidential:

- 38.1. After the opening of tenders as per Clause 2(B)30 & 2(B)33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the contractor or any other persons, officially not concerned with the process, until the award of the contract to the successful contractor has been announced.
- 38.2. Any effort by any contractor to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

39. Notification of Award & signing of Agreement:

- a) The Employer/ Engineer-in-charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of acceptance will state the sum that the Engineer-in-charge will pay the 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.

- b) 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.
- c) In the e-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- d) The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.
- e) If **L₁ bidder does not turn up for agreement** after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.
(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I , OM No.12366/W dated 8.11.2013)
- f) **Following documents shall form part of the agreement**
 - i. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 37.B.e. hereof.
 - ii. Standard Bid Document P.W.D. Form **P₁**.
 - iii. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.
 - iv. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.

SECTION-2(C) DATASHEET

Ref Cl.No	Conditions	Description
2(B)1.(a)	Name and Address of the Employer	GENERAL MANAGER, DRAINAGE, WATCO, CUTTACK MahanadiVihar,NayaBazar,Cuttack,Odisha PIN753004, pedrainage@gmail.com
2(B) 5. Eligibility	Add new sub-clause 5.4	The “ One Bid Per Bidder per Package ”, which is to ensure fair competition, affirm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid.
2(B) 5. Eligibility	Add new sub-clause 5.4	The firm shall have to submit at least one performance certificate of the work constructed by them during last Five years for satisfactory performance from appropriate authority i.e., not below the rank of Executive Engineer / Equivalent.
2(B)15.	Language	Proposals shall be submitted in the following language: English
2(B) 19.7.	Other information required	(a) Performance Certificate: At least one performance certificate of the work constructed by them during last Five years for satisfactory performance from appropriate authority i.e., not below the rank of Executive Engineer / equivalent .in Schedule-G (b) Other Information, if any
2(B)21.	Bid Validity Period	Offers must remain valid for 120 (One Hundred Twenty) days after the date of opening of Bid
2(B)26.	Single Bid System:	To be submitted Single Bid system.
2(B)30	Bids Opening	Bid will be opened on following date and time: 11Hrs.of 10.11.2023
2(B)33.4	Method of selection:	The Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Tender Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily. (L1).

SECTION –2 (D)

LETTER FOR SUBMISSION OF TENDER

[To be filled in by the Bidder]

- | |
|---|
| <p>Note:- (1) Additional conditions appended to the tender will make the tender liable for rejection.</p> <p>(2) Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.</p> |
|---|

Ref. No. _____/Dated _____

To

**General Manager, Drainage
WATCO, Cuttack.**

Sub: Tender for the work “**Construction of 14 Nos AC Sheet Houses at Potapole, Cuttack for the year 2023-24**”

Ref: **Identification No. WATCO (W)- GM-WATCO-Drainage-02/2023-24 Dt.17.10.2023 published in the website www.tendersodisha.gov.in.**

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, we have downloaded the Detailed Tender Call Notice (DTCN) Part-I & II and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amounts as quoted in the accompanying price bid.

- 1) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.
- 2) I/We are submitting herewith Bar Chart to complete the work in time.
- 3) **Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.**
- 4) I/We understood that you are not bound to assign any reason in case of rejection of our tender.
- 5) I/We agree to keep our offer open for a minimum of 120 (One Hundred Twenty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

Name and Signature

of the authorized signatory
along with seal and address of the firm.

SECTION-3

CONDITIONS OF CONTRACT

3.1. Decision of General Manager is Final & Binding:

The party whose tender is accepted hereinafter called the contractor is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the **General Manager, SEWERAGE, WATCO, CUTTACK** herein after called the General Manager and the contractor whether the same may or may not be particularly described in the specification or shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the General Manager is to decide which shall be followed.

3.2. Amendment of Errors during Progress of Work:

The contractor is to set out the whole of the works in conjunction with an officer to be deputed by the General Manager and during the progress of the works to amend on the requisition of the General Manager any errors which may arise therein and provide all the necessary labour and materials for doing. The contractor is to provide all plant labour and materials (with the exception noted in Schedule), which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor is to leave the works in all respects clean and perfect at the completion thereof.

3.3. Fair Wage Clause:

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years, and shall pay to each laborer, for the work done by such laborer, fair wages. Fair wages mean wages whether for time or piecework, prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

The General Manager shall have the right to enquire into and to decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such laborer is less than the wages paid for similar work in the neighborhood.

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

3.4. Approved Drawings & Specification of Site with Contractors Agent:

Complete copies of the drawing and specifications signed by the General Manager and the same or copies thereof are to be kept with the works in-charge of the contractor's agent which is to be constantly kept on the ground by the contractor and to whom instructions can be given by the General Manager.

3.5. Work not to be Sublet:

The work should not be sublet. During execution of work if it is found that the work/ part of the work is sublet, the General Manager may there upon by notice in writing, rescind the contract and the **security deposit of the contractor shall thereupon stand forfeited** and be absolutely at the disposal of Government. In addition, the contractors shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.

3.6. Deviation from Approved Drawing and Specifications:

The contractor is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the General Manager to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the General Manager or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorized by the General Manager and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

3.7. Rate for Extra Work.

Any authority given by the General Manager, for any alterations or additions in or to the works, is not to vitiate contract. But all additions omissions or variations made to the approved design & drawing or to the item-wise indicative quantities of the work, reflected at **Section-08 (Scope of work) of the DTCN**, in carrying out the works are to be measured and valued and certified by the General Manager, and shall be added to or deducted from the amount of the contract, as the case may be at the rates, in accordance with the sanctioned schedule of rates, in force at the time, when the particular item of work was commenced. In those cases, in which rates do not exist, the **Director (Projects), WATCO, Bhubaneswar** will fix the rates to be paid and his decision shall be final.

3.8. Extension of Time:

If the contractor shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to General Manager within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the contractor whether the authority claims compensation for delay, in case there is any delay in execution due to non-availability of stock materials or land or rise in cost of materials and labour or any reason whatsoever beyond the control of authority, the contractor is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee/ Secretary/ Legal Advisor while considering the application of the contractor for extension of time and can impose any condition which shall be binding on the contractor.

3.9. Works & Materials at Site to be Property of Government of Odisha.

All works and materials brought and left at site by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the **Governor of Odisha** and the same are not to be removed or taken away by the contractor or any other person without the specific permission in writing of the General Manager but the Governor of Odisha will not be liable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

3.10. Supply of Materials:

The contractor shall at his own expense provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of the specification and codes of practices of the Bureau of Indian Standards or in their absence to other specifications as may be specified by the Engineer-in-charge. The contractor shall furnish necessary certificates in support of the quality of the materials as may be required by the Engineer-in-charge.

The Engineer-in-charge shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The General Manager has full power for removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the General Manager is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The General Manager is also to have full power to require other proper materials to be substituted and in case of default, the General Manager may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceeds of such rejected materials, when necessary, the balance, if any, being kept in deposit in the contractor's favour.

3.10.1 The successful bidder is to purchase materials necessary for execution of work contract from local SSI units & MS Enterprises having valid rate contract & ISI mark.

3.11. Execution with Defective Workmanship & Improper Materials.

If in the opinion of the General Manager any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the General Manager forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the General Manager is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.

3.12. Rectification of Defects within Guarantee Period:

Any defects, shrinkage or other faults which may appear within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the General Manager to be amended and made good by the contractor at his own cost unless the General Manager for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Governor of Odisha may recover from the contractor the cost of making good the works.

3.13. Responsibility of the Contractor during Execution of Work:

From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of Odisha harmless from any claims for injuries to persons or for structural

damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.

3.14. Execution of Works in the Site by Other Workmen:

The General Manager is to have full powers to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

3.15. Time Control:

(Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

a) Progress of work and Re-scheduling programme.

- i) The General Manager / 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.
- ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- iii) To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $1/4^{\text{th}}$ 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, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ of the whole time allowed under the contract has elapsed.
- iv) If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- v) An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- vi) The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

b) Extension of the Completion Date.

- i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the 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.
- ii) The Contractor shall submit the Time & Progress Chart for each milestone Quarter wise indicating each month 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, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

- iii) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the 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.
- (1) Force majeure, or
 - (2) Abnormally bad weather, or
 - (3) Serious loss or damage by fire, or
 - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - (5) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - (6) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen (14) days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- v) In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the 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.
- c) **Compensation for Delay**
If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the **GM, Drainage, WATCO, CUTTACK** may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month 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 Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of

time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

d) Management Meetings

- i) Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- ii) The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

e) Rescission of Contract:

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

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

3.16. Circumstances for Rescission of Contract:

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in **Clause 3.15** or in consequence of not having proper instructions for which the contractor shall have duly applied) the General Manager may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the General Manager to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the General Manager by the contractor or may be set off by the General Manager against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

3.17. Payment Certificate.

A Certificate of the General Manager or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor under the provisions of **Clause-3.11**.

3.18. The General Manager shall make payment of work in full or part thereof those shall have been certified, subject to availability of Letter of Credit (LoC).

3.19. Price Adjustment: Deleted

3.20. Defects Liability Period:

The defect liability is **12 months** from the date of formal taking over of the work by the Engineer-in-charge.

3.21. Contractor Liable for Damage done & for Imperfection for 6 (six) months after Certificate:

If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building or structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within six months from the date of the final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security or the proceeds of sale thereof or a sufficient portion thereof and the contractor shall be liable to pay of the expenses not so recovered by the Engineer-in-charge.

3.22. Action where No Specification is mentioned:

In the case of any class or items of works for which there is no such specification as mentioned in file, if such work shall be carried out in accordance with the detailed standard specification of Odisha, as followed by the State PWD and in the event of there being no specifications born in the said standard specification of Odisha for such items of work, then in such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge after obtaining approval from competent authority.

3.23. Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge and/or Assistant Engineer and/or Junior Engineer in immediate charge of the work shall take the requisite measurements for the purpose of having the same verified, and the claims for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge and/or his Engineering subordinates shall measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge and/or Assistant Engineer and/or his Engineering subordinates shall prepare a bill from such list which shall be binding on the contractor in all respects. Payment shall be made to the contractor in all respects.

The Engineer-in-charge will deduct @ 5% (five percent) of the value of each running bill prepared and submitted by the contractor, if any, on account of works done, and such sum or sums to be held in deposit as a further security for the due performance of the condition of the contract provided always that the General Manager may refuse to make such monthly payments if in his opinion, the progress of the work or the conduct of the contractor is not satisfactory or the contractor has in any other way done or neglect to do anything as to make it appear doubtful to the authority as to whether the works will be completed by the contractor in accordance with his contract, or has failed to comply with any instruction or order of Engineering personnel. All such interim payments from time to time shall be regarded as payments by way of advance against the final payment only and not as payments of work actually done and completed and shall not preclude the requirement of bad, unsound and imperfect or unskillful work to be removed and taken away and for reconstructed or re-erected, or be considered as an admission of the due performance of the contract, of any part thereof in any respect, or accrual of any claim not shall it conclude, determine or affect in any way the powers of Engineer-in-charge and/or Assistant Engineer and/or the Junior Engineer under these condition or any of them as to the final settlement of adjustment of the accounts or otherwise or in any other way vary or affect this contract. The contractor shall submit the final bill within one month of the date for completion of the work failing which the Engineer-in-charge

or his authorized representatives in the presence of the contractor shall prepare the final bill. For recording final measurement of the work, the Engineer-in-charge or his authorized representative shall serve a notice upon the contractor stipulating therein the date fixed for recording such measurement. If the contractor fails to attend the recording of final measurement by the Engineer-in-charge or his authorized representative on the date as stipulated, the Engineer-in-charge may at his discretion get the measurements recorded ex-parte or fix up another date as per his own convenience. Such measurements and the total amount payable to the contractor as certified by the Engineer-in-charge shall be final and binding on all parties.

3.24. Black Listing:

A Contractor may be black listed as per amendment made to **Appendix XXXIV to OPWD Code Vol.- II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha**. As per said amendment the Contractor may be blacklisted.

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

3.25. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at **14.99%** (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned General Manager and DAO will remain present.

(As included in Appendix – IX, Clause – 36 of OPWD Code Vol.II vide Works Department letter No.12366/W dt.18.11.2013).

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

(As included in Para 3.5.14 Note-I of OPWD Code Vol.I vide Works Department letter No.12366/W dt.18.11.2013).

3.27 Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damaged will be imposed.

(As included in Para 3.5.18 Note-VIII of OPWD Code Vol.I vide Works Department letter No.12366/W dt.18.11.2013).

3.28 Grant of Concession to Scheduled Caste & Scheduled Tribe Contractors:

If the tender of the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe is within 10% of the rate quoted by the lowest tenderer for any work, the work may be considered for award to him/her at the lowest tendered rate in the relaxation of Rule 18 of the O.G.F.R. Vol.I and Para 3.5.14 of OPWD Code Vol.I.

(Resolution No.16/37 – 27748 Dated 11.10.1977 amended vide No.16262/W Dt.30.10.2018).

SECTION-4 SPECIAL CONDITIONS OF CONTRACT

4.1. Changes in Constitution of Firm:

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

4.2. Engineer's Access to Work:

The General Manager is to have at all times access to the works, which are to be entirely under his control. He may require the contractor to dismiss any person in the contractor's employee upon the works who may be incompetent or misconduct him-self and the contractor is forthwith to comply with such requirements. Other supervising officers shall have all time access to the works.

4.3. Workmen Compensation Act VIII of 1923:

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

4.4. Jurisdiction in the Event of Dispute:

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

4.5. Lighting & Sanitary Arrangement:

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

4.6. Payment of Duties, Levies & Taxes:

The Contractor shall bear **Taxes** such as, Income Tax, Royalties, Fair Weather Charges and Tollages where necessary & **Government of Odisha** shall not entertain any claim whatsoever in this respect. Statutory deduction of **Taxes** as applicable shall be done from each running bill.

4.7. The Building & Other Construction Workers Welfare Cess Act 1996:

In accordance with the provisions under the said Act 1% (One) of the approved agreement value will be deducted from the R/A Bill at the time of making payment to the contractor and such amount shall be remitted in favour of The Odisha Building & Other Construction Workers Welfare Board.

4.8. Site Clearance:

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

4.9. Works to be carried Out:

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

4.10. Deleted.

4.11. Sufficiency of Tender:

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

4.12. Rates:

The Tenderer shall quote their offer on 'Percentage rate' for complete work in all respects on Percentage rate Contract. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. The offer shall be inclusive of cost of all materials, labour, T&P including the building and other construction workers welfare cess with surcharge, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work.

GST as admissible on works contract shall be paid over the bill amount at the time of Payment of Bill.

4.13. Transportation:

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

4.14. Custody of the Materials:

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

4.15. Construction Schedule:

The contractor shall submit a detailed work schedule in the form of **Bar Chart** along with his tender indicating the detailed break-up of the job. This will include all operations from submission of design & drawing, procurement of materials, construction to final testing & commissioning at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the contractor shall be revised by the General Manager and approved with necessary modification if any after acceptance of the tender. However, the Engineer-in-Charge shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the successful bidder to abide by such changes in construction schedule/bar chart as per direction of Engineer-in-Charge. No claim and/or condition should either be put forth in any manner by the successful bidder or shall be acceptable to the Engineer-in-Charge.

4.16 Progress reports – submission by the contractor

- (1) The contractor shall submit monthly progress report of the work in a computerised form. The progress report shall contain the following, apart from whatever else may be required as specified:
 - (i) Project information, giving the broad features of the contract.
 - (ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
 - (iii) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and upto date progress.
 - (iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
 - (v) Plant and machinery statement, indicating those deployed in the work, and their working status.
 - (vi) Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.
 - (vii) Financial statement, indicating the broad details of all the running account payments received upto date, such as gross value of work done, advances taken, recoveries affected, amounts withheld, net payments, details of cheque payments received, etc.
 - (viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction /decision by the Department, broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.
 - (ix) Progress photographs, in colour, of the various items/ components of the work done upto date, to indicate visually the actual progress of the work.

- (x) Quality assurance and quality control tests conducted during the month, with the results thereof.
 - (xi) **Besides above contractor shall have to submit the information required as per the decision taken in the Kick-off meeting headed by the concerned Engineer-in-Charge.**
- (2) The progress report submitted by the contractor shall be checked and certified by the Asst. Manager and the Manager, and has to be reviewed by the General Manager and the Managing Director, over their dated signatures.
- (3) Work of unique importance and character irrespective of the value of the work, should have videography undertaken at various stages of construction right from the day of start of work to date of completion / occupation, covering all major events, inspections, visits by dignitaries, etc.

4.17. Initial Security Deposit:

The tenderer whose tender is selected for acceptance shall have to deposit **2% (two percent)** of the accepted tender amount as **Initial Security Deposit (ISD)** within **7 (Seven) days** of receipt of Letter of Acceptance (LoA) and sign the agreement in the prescribed form within **10 (ten) days** of receipt of Letter of Acceptance after depositing the ISD. The ISD shall be deposited in shape of NSC / POTD / Post Office Savings Bank Account / KVP/ Deposit Receipt in Schedule Bank duly pledged in favour of the **General Manager, Drainage, WATCO, Cuttack**. No tender shall be accepted unless required amount of security money is deposited.

In addition to the **ISD, 5%** of the bill amount shall be deducted from each bill towards the security deposit. The earnest money deposit, the initial security deposit before and after acceptance of tender together with the subsequent deduction from the contractor's bill shall form part of the security deposit equivalent to 7% of the contract value for the due fulfilment of the contract.

The security deposit of the contractor shall be refunded only 12 (twelve) months after the date of completion of the work provided the final bill has been paid and defects if any rectified.

If, however there is inevitable delay in payment of final bill, the earnest money deposit and initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

4.18. Monitoring of the Project:

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

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Executive Engineer vis-à-vis the approved **Bar chart & PERT Chart** and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the Executive Engineer failing which the contractor shall be liable for action as per **Clause -4.28**.

In addition, the contractor shall submit monthly day-wise work program one month in advance to General Manager for approval under intimation to the GM, Drainage, WATCO, CUTTACK to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause-4.28**.

4.19. Site Order Book:

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

4.20. Guarantee:

Defect liability period is **12 (twelve) months** from the date of final acceptance of the work conforming to provisions in scope of work. During this period, the contractor shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

4.21. Land:

The Department may provide land if available for construction of site office to the contractor on payment of usual rent.

4.22. Unilateral Stoppage of Work:

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

4.23. Resident Engineer:

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

4.24. Force Majeure:

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

4.25. Damages to Persons and Property:

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

4.26. Attention to Urgent Works:

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

4.27. Safety Devices:

- i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.
The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.
- ii) **Working Platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.
- iii) **Safe means of access:** Safe means of access shall be provided to all working platform and other working places.
- iv) **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- v) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.
- vi) **Demolition:** Before any demolition work is commenced and also during process of work:
 - a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
 - b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
 - c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
 - d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.
- vii) **Personal safety equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.

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

4.28. Rescission of Contract:

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

- i) If the **Contractor** having been given by the General Manager a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **Manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a Manager or which entitle to court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the General Manager (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the General Manager.
- iv) If the contractor fails to comply with the provisions of **Clause-4.17** & other relevant clauses mentioned elsewhere in this DTCN.
- v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the General Manager.

When the contractor has made himself liable for action under any of the cases aforesaid, the **accepting authority shall have the powers to rescind the contract** (of which rescission notice in writing to the contractor under the hand of Director shall be conclusive evidence), **20% of the value of the left-over work** will be realized from the contractor as Penalty.

- 4.28.1.** In case of rescission of contract as per **Clause 4.28**, the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor.

4.29(a) Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:

- i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the **General Manager, Drainage, WATCO, CUTTACK** (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of

this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.

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

4.29(b) Other statutory Taxes such as I.T., GST, labour cess etc, will be deducted at sources at the prevailing tax rate from the bills of the contractor and deposited with concerned authority.

4.29(c) Royalty at the prevailing rate on minerals will be deducted from the bills of the contractor and deposited with concerned authority.

4.30 Fair Wages Clause:

- (a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourers' fair wages.

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

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

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The General Manager or Manager concerned shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

- (e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

Odisha PWD / Electricity Department Contractor's Labour Regulations

4.30.1 Short title – These regulations may be called “**The Odisha Public Works Department / Electricity Department Contractor's Regulations**”.

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

- i) “**Labour**” means a worker employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
- ii) “**Fair Wages**” means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.
- iii) “**Contractor**” shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- iv) “**Wages**” shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.

4.30.3. Display of Notices regarding Wages, etc.:

The contractor shall: –

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

4.30.4. Payment of wages:

- (1) Wages due to every worker shall be paid to him direct.
- (2) All wages shall be paid in current coin or currency or in both

4.30.5. Fixation of wage period:

- (1) The contractor shall fix the wage period in respect of which the wages be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (5) All payments of wages shall be made on a working day.

4.30.6. Wage book and wages cards, etc.:

- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed
 - (c) Total number of days worked during each wage period
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The General Manager may grant an exemption form the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.

4.30.7 Fines and deduction which may be made from wages:

- (i) The wages of a worker shall be paid to him without and deduction of any kind except the following -
 - (a) Fines
 - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
 - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the Odisha Government may from time to time allow.
- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (iii) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

4.30.8 Register of fines, etc.:

- (i) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

4.30.9. Preservation of register:

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

4.30.10. Powers of Labour Welfare Officers to make investigation or enquiry:

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

4.30.11. Report of Labour Welfare Officers:

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

4.30.12. Appeal against the decision of Labour Welfare Officer:

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

4.30.13. Inspection of register:

The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

4.30.14. Submission of return:

The contractor shall submit periodical returns as may be specified from time to time.

4.30.15. Amendments:

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

4.30.16. Quality assurance plan:

Work, supply of mechanical equipment, electrical panel, mandatory spares or services should offer by the contractor followed with quality assurance plan to the department before taking up the work. A quality assurance plan (**QAP**) has to be approved by the competent authority before taking of work, supply of equipment & services.

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

Contractor

SECTION-5

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

5.1. Scope of Work

The intent of this Section is to specify the work items to be covered in conformity with the technical specifications as enumerated in the subsequent clauses of DTCN for the work “Construction of 14 Nos AC Sheet Houses at Potapole, Cuttack for the year 2023-24.”

DETAILED SCOPE OF WORK

Location	: Potapole, Buxybazsar, Cuttack
Town	: Cuttack
District	: Cuttack
State	: Odisha
Connected to	: National Highway
Railway Station	: Cuttack

Please read Scope of Work as per (BOQ) for details

5.2. Technical Specifications:

5.2.1. General:

The following general requirements shall be followed by the Contractor:

- i) All works shall be executed in line with Technical Specifications and Drawings approved by Engineer-in-Charge.
- ii) During construction all the conditions as per the Government of Odisha, PWD Code shall be followed.
- iii) All the safety precautions shall be taken by the contractor to avoid any damage/incident.
- iv) Electric pole, telephone cable, water supply pipe lines, trees etc. should be protected as far as possible.
- v) Suitable arrangement must be made for street drainage if required at site.
- vi) The Odisha PWD and PHD specification will be followed for all the works.
- vii) The cleaning and removal of debris etc. shall be carried out side by side during the execution of the work as well as on completion.
- viii) The contractor shall make his own arrangements for water required for construction purpose at his own cost.
- ix) Actual quantities of completed and accepted work by employer will be paid for.

- x) The contractor will arrange his own tools, plant and equipment required for work.
- xi) All the work including supply of materials to be executed as per relevant IS specification and direction of Engineer-in-charge.
- xii) Cement shall not be less than P.P.C.-43/53 grade of reputed manufacture.
- xiii) All reinforcement steel and structural steel (Grade of steel as mentioned in the GAD) shall be procured from primary producers of steel SAIL/RINL/TATA/JINDAL STEEL/SHYAM STEEL & others as approved by Works Department Notification No.10466dtd.23.06.2023.

5.2.2. TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK:

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

1	Cement	Will be as per I.S. 269/255 (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, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6	Sand / Fine Aggregate	I.S. 2116, 383
7	Binding wire	S. 280 (galvanized minimum 1 mm)
8	Construction joints	I.S. 3414

5.2.3. TECHNICAL SPECIFICATION FOR SANITARY & PLUMBING WORKS:

(A) Sanitary ware & allied fittings

1. General

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

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

The water closet shall be of vitreous China of specified size and pattern, with an integral flushing rim. It shall have the flushing inlet at the back. The Orissa closet should be of approved quality confirming to I.S.S.-2656 (Part-III). The squatting type Indian Water Closet (Orissa Closet) shall be sunk in floor sloped towards the pan in a workmanship like manner. The closet shall be fixed on a proper cement concrete base of 1.3.6 proportion, taking care that the cushion is uniform and even, without closet, to receive the specified thickness of the floor finishing. The joint between the Closet and the P.V.C. (S.W.R) trap shall be made with W.C. ring and rubber lubricant and shall be leak proof.

3. Flushing Cistern :

The flushing of the Indian water closet (Orissa Closet) shall be done by C.I. or Polyaterine High Level low-level porcelain valve-less syphonic flushing cistern of approved brand and quality I.S.I. Marked and capacity as specified. The connection between the cistern and water closet shall be made by 32 dia O.I. flush pipe, made from G.I. Pipe (Light Quality) or 32 dia P.V.C. Pipe as specified in the tender schedule. The flush pipe with an offset should be fixed to wall by using C.I. Holder Bat Clamps. The capacity of the cistern should be 10 Ltrs. as per I.S.S. 15 Ltrs. In case of low-level cisterns. The Cistern shall be fixed on cast Iron or Rolled Steel Cantiliver Brackets (Bulltin type), which shall be firmly embedded in the wall, with C.C. 1.2.4. The Cistern shall be provided with 20mm dia P.V.C. Overflow Pipe with fittings, which shall terminate into mosquito proof coupling secured in a manner that will permit it to be readily cleaned or renewed. The 32mm dia Flush Pipe shall be connected to the Water Closet by means of approved type joint. The Flush Pipe shall be fixed to wall by using C.I. Holder Bat Clamps. The bend and the Offset as required in the Flush pipe shall be made cold. The inside of the Cistern shall be painted with two coats of approved black bitumen paint. The Outer face of the Cistern, Brackets Overflow pipe and Flush Pipe etc., shall be painted with two coats of any synthetic enamel paint of approved shade and make, over a coat of priming. The cost of the rate quoted for the flushing cistern. The inlet connection to the Cistern shall be made with 450 mm 1 cmg 15 mm dia P.V.C. Heavy type connection Pipe.

4. Wash Hand Basin:

The Wash Hand Basins' shall be of the White Vitreous China of approved quality, make and brand I.S.I, marked. It shall be one-piece construction with an integral combined overflow. The size of the basin shall be as specified. Each basin shall be provided with one 15 mm dia C.R Brass Pillar Tap, 32mm dia C.R Waste, C.R. Chain and Rubber Plug, Unions, Joints, C.R Bottletrap cast complete in all respects of approved quality. The Basin shall be supported on a pair of R.S. or C.I. Cantilever brackets (built in type) embedded and fixed in wall with cement concrete, 1.2.4. These brackets shall be painted to the required shade with two coats of approved synthetic enamel paint over a coat of priming. The waste of the Basin shall discharge into a floor trap or Channel through bottle traps as specified. One 32 dia C.P. Bottle Trap is to be fixed to the Waste of the Basin & the outlet of the bottle trap is to be connected to the waste pipe to discharge the waste to the Pipe, to discharge the waste to the aforesaid floor trap. The inlet connection to the Basin shall be made with 450mm Long 15mm dia Heavy type P.V.C. connection pipe.

5. Kitchen Sink:

Unless otherwise mentioned the Kitchen Sink and drain board {if used} shall be of white Vitreous China or tire clay as specified and approved quality, make a brand, confirming to T.S.S, It shall be of one piece construction with integral combined overflow. The size of the sink and Drain Board shall be as specified.

Each Sink shall be provided with one 15mm dia C.P. bras, Bib Cock, long body, 40mm C.P. Waste with overflow C.R. Chain & Rubber Plug, unions etc., complete in all respects as specified and of approved quality.

The sink shall be supported on a pair of M.S. or C.I. Cantilever Brackets (Built in type) embedded or fixed in position in the wall by Cement Concrete 1.2.4. The brackets shall be painted to required shade with two coats of approved synthetic enamel paint over a coat of priming. The waste should discharge into a floor Trap or Channel. The waste pipe should be 40mm dia P.V.C. Pipe jointed to the waste of the Sink with a Brass union nut.

(B) Soil and waste pipes and fittings:

P.V.C (S.W.R.) & P.V.C. (Rigid) Pipes & Fittings.

1.01 The P.V.C. (S.W.R.) and P.V.C. (Rigid), soil Waste & Vant Pipes (Spigot & Socket, & couples joints), shall be of make & brand as specified (Under Specification of materials) confirming to I.S.S., B.S.S. & DIN are tube used.

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

- a) Materials – Un-plasticised Poly Vinyl-Chloride (UPVC).
- b) Colour - Grey
- c) Dismensions –
 - (i) Diameter -Fittings - 75mm/110mm/63mm & 63mm.
Pipes - 75mm, 110mm, on lengths of 3.or 6 mtr.
- d) Wall thickness - Fittings - Minimum 3.2mm at any port.
Pipes - As per application
 - For Rainwater - 75mm-1.8. to 2.2.mm, 110mm-2.5. to 3mm
 - Waste & Soil - 75mm -1.8 to 2.2mm, 110mm -2.5 to 3 mm, 63mm –
- Underground drainage with
 - light/NIL Traffics - 110mm - 2.5 to 3mm
 - Light/Nil in Heavy traffic - 110mm 3.7 to 4.3mm
- e) Standard Confirming to Attributes Confirms to Standard No.
- i) Fittings & Wall B.S.4514, DIN 10531

Thickness	-DIN 19534 I.S.7834 - PVC (Rigid)
ii) Pipe Wall thickness	-IS 4905
iii) Rubber ring	-IS 5382
iv) Fitting dimensions	DIN 19531 - P.V.C., DIN 19534-S.W.R IS - 7834 V.C. (Rigid)
v) Pipe Dimensions	-IS 4985

(a) Laying instructions & Jointing Procedure

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

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

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

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

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

Clean the Outside of the pipes and inside of the socket of 9 fitting of the inside of the couplers (where 2 plain ended pipes are jointed) of. Apply solvent cement solution, evenly and smoothly on the outer surface of the pipe end and inside surface of either the coupler of the socket and pass the pipe end into the socket of the fittings. Up to full depth of socket. In case of jointing 2 plain-ended pipes 1st. push the coupler up to half depth on the end of one pipe and the outer half of the coupler should be pushed to the end of other pipe and thus, both pipes are jointed.

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

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

a-5 Anti syphonage Pipes.

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

a-6 All traps should have a minimum water sea) of 50mm as per I.S. 5329 and IS 2556 (Part XIII).Where antisiphonage connection is required, the traps to be supplied and

used should have a 50mm antisiphonage vent horn on the outlet side. All the Traps used with the closets, should be of the size 125mm X 110mm i.e. Inlet (Socket end) of 125mm & outlet (spigot end) of 110mm only.

a-7 Installation of Water Close.

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

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

63mm (O.D.) P.V.C. Pipes to be used for these works either in antisiphonage system or elsewhere, should be of "Quick Fit" Pipes Class 2 (4kg. F/Cm²), Quick Fit, Pipes have one end socketed.

The P.V.C. (Rigid) fittings, such as 63mm elbow, 63mm equal Tees 110mm x 63mm reducer etc. used in the work, should be of injection-moulded fittings.

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

2. Measurement.

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

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

(C) Water Supply Pipes and Fittings:

1. Materials:

All galvanised Iron Pipes are to be of mild steel continuous welded, screwed tubes, medium quality conforming to I.S.S. and bearing ISI Marks manufactured by reputed Firms and approved brands as specified. The pipes shall conform to IS.1239 (Part-I) -1975. All G.I. Fittings shall be of 'R' Brand manufactured by M/s. R.M. Engineering Ltd., Ahmedabad and 'C' brand manufactured by Present Engineering works or equivalent best quality.

2. Laying of Pipes.

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

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

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

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

Thrust or anchor blocks of cement concrete 1.2.4 in hard granite chips shall be constructed on all bends or branches to transmit the hydraulic pressure without impairing the ground and spreading it over a sufficient area. Pipes shall not be laid to pass through manholes, catchpit, drain, where, it is unavoidable the pipes shall be carried in sleeve pipe of M.S./G.I., as approved by the Engineer-in-charge. The rate should include such a situation.

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

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

Where the pipes are passing through the R.C.C. / Masonry wall / Volumn / beam or pillars, these must pass through the appropriate higher sizes of C.I./G.I Sleeve Pipes and are to be included in the rates. In case the pipes are embedded in walls and floors it should be painted with one coat of anticorrosive paint of approved quality.

All pipes should be fixed horizontal and vertical. For taking the pipes through the walls and floors & roof slabs etc. the holes shall be made by filling with chisels or jumper and not by dsmentling the brickwork or concrete. After fixing, the holes shall be made good with cement concrete 1:2:4 and properly finished with C. Plaster 1.4 to match the adjacent surface.

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

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

6. Painting.

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

7. Measurement.

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

8. Ball Valve.

The ball valve shall be high or low pressure class as stipulated in the Tender Schedule and shall conform to I.S. 1703-1968, The nominal size of ball valve shall be that corresponding to the size of Pipe for which it is used. The Ball valve shall be of brass or gun-metal and the float for low pressure polyethylene and for high pressure in copper. Each and every ball valve while in closed position shall withstand and internally applied hydraulic pressure of 20 Kg/Cm² for a minimum period of two minutes without leakage or sweating. Every high pressure ball valve when assemble in working condition, with the float immersed to not more than half its volume shall remain closed against a test' pressure of 10.5Kg/Cm² and a low pressure ball valve against a test pressure of 5.3 Kg/Cm².

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

9. Ferrule.

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

10. Non-return Valve (Check Valves)

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

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

11. Foot Valve.

Foot valve is generally placed at the lower end of the suction pipe of the centrifugal pump to prevent the suction pipe from emptying. On vertical non-return valve may also be fixed in place of foot-valve. The foot valve shall confirm to I.S.038-1967.

12. Water meters (Domestic types).

Water meter up to 50mm nominal size shall confirm to I.S.-779-1968. The meter body shall be of bronze/ Gun-metal and marked to read in liters complete with registration box and lid. The water meters shall be provided with Strainers. Strainers shall be of material, which is not susceptible to electrolyte, clean and shall be fitted on the inlet side of water meter. It shall be possible to remove and clean the strainer and not permit disturbing the registration box. The offer should include the same. The water meters shall bear ISI Mark.

13. Bibcock & Stopcock.

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

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

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

15. Gun Metal Full way Valve.

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

5.2.4. TECHNICAL SPECIFICATION OF INTERNAL ELECTRICATION 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 ofr 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 dolley.
- 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 required.
- 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 et

The point wiring in case of fan and light points shall mean the distance between the control switch and ceiling rose, connect or back plate, socket outlet or lamp holder

depending upon the fittings measured along the runs of wiring irrespective of the number of wires in run. In the case of socket outlet points, the length shall mean the distance between the socket outlet and the tapping point of live wire on the nearest switchboard or junction box, as the case may be.

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

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

Conduit wiring :

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

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

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

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

Main and Sub distribution Boards:

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

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

The supplier shall submit the details of installations to the purchaser for his

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

Earthing :

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

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

Installation, testing and Commissioning:

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

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

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

The supplier shall render all reasonable assistance to the purchaser in getting the installation approved by the Government Electrical Inspector prior to the energisation and supply necessary drawings, test certificates and both for tests carried out at the factory and site as well as the tests which the inspector may demand. In case any addition of alternations are required, to be made in the

installation or in the equipment as per the directive of the Government Electrical Inspector / Local Authorities, the same will have to be carried out by the supplier, at his own expense.

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

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

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

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

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

Installation and Maintenance Tools:

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

Drawings:

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

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

The contractor shall submit for the purchaser's approval all layout, the general arrangement drawings as well as the typical details of all types of installation work in three sets before commencing the manufacture and the site

installations work well in advance so that the site work shall not suffer.

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

- (a) The arrangement and support of conduit pipe.
- (b) The position of light fittings, switches / plug socket and switch boards.
- (c) Earthing installations.
- (d) Layout plan showing the entire cable network.

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

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

Test:

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

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

Technical Data:

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

- (a) Fuse switch board and distribution boards.
- (b) Light fittings.
- (c) Conduits and the accessories for them.
- (d) Switches / plug sockets.
- (e) Cable and wires

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

- (a) Complete details of earthing electrodes, earthing station and earthing conductors.
- (b) Details of conduit supports.
- (c) Details of all the equipment and accessories to be supplied.

Exception to Specifications:

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

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

PVC insulated Cables and Wires:

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

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

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

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

Switch fuse / fuse switch units, distribution boards shall be provided with necessary metal fame work so that they can be mounted on wall / columns structure etc. as desired. The panel boards, shall be wall mounted type or floor

mounted type as specified in the bill of quantities or drawings. Necessary supporting metal frame of approved design shall be provided for all panel boards.

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

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

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

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

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

Switches and Plug Sockets :

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

Ceiling Fans and Exhaust Fans:

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

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

Fluorescent Fittings:

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

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

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

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

- (i) Low working temperature.
- (ii) Correct pre heating current for the electrodes.
- (iii) Proper wave foam
- (iv) Small in dimensions
- (v) Correct power supply to the lamp
- (vi) No hum.
- (vii) Easy connection leads

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

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

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

Incandescent Fittings:

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

All the metal parts used in construction of the fittings shall have no effect due to dust / fumes / gases likely to exist in the atmosphere. All the bolts , clamps, nuts and guard wire etc shall be galvanized.

The wall fittings shall be provided with necessary hooks / clamps / supports etc for fixing the light fittings on wall / ceiling etc as detailed in the bill of quantities and the working drawings.

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

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

CODES

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

- a) Indian Boiler Act, 1923 and Rules and Regulations made there under
- b) Indian Electricity Act, 1923 and Rules and Regulations made there under
- c) Indian Factories Act, 1948 and Rules and Regulations made thereunder
- d) The minimum wages Act
- e) The Women's Compensation Act
- f) The Payment of Wages Act
- g) The Fatal Accident Act
- h) The Industrial Employment Act
- i) The Employment provident Fund Act
- j) Indian Explosive Act 1984 the Rules and Regulations made there under
- k) Indian Petroleum Act 1934, and Rules and Regulations made there under
- l) A.S.M.E. Test Codes
- m) AIRE Test, Codes

5.3 Drawings:

The following drawings (attached as Appendix-III), are for reference and are part of the tender Document.

1. Detail of AC Sheet Houses at Potapole.

All provisions of the technical scope of work & terms & conditions of the contract have been read by Me/Us and I/We certify that I/We clearly understand them & agree to abide by them.

Witness

Contractor

SCHEDULE–A

STRUCTURE & ORGANISATION

Bid Identification No: **GM-WATCO-Drainage-02/2023-24dtd:17.10.2023**
Name of the Work: **Construction of 14 Nos AC Sheet Houses at Potapole, Cuttack for the year 2023-24.**

1. General Information

- a) Name of Applicant
- b) Head Office Address

e-Mail Address:

Telephone No.

Fax :

Mobile Phone No.

- c) Regional Office Address (if any)

e-Mail Address:

Telephone No.

Fax :

- d) Local Office (if any)

e-Mail Address:

Telephone No.

Fax :

- e) Class of contractor / firm and year of incorporation
(Attach copy of certificate of registration)

- f) Name and Address of Bankers

- g) Main Lines of Business

2. STAFF PROPOSED FOR EXECUTION OF THE WORKS

a) Office

Name(s)	Educational qualification	Designation	Relevant Experience	Remarks

b) Key Engineering Personnel to be deployed at the site

Sl. No.	Name of Engineering Personnel to be deployed	Educational qualification	Experience	Remark
1.				
2.				
3.				
4.				
5.				

Note: BIO-DATA of each personnel shall be attached related with the proposed site.
A summary of the work experience of each key staff shall be attached.

SCHEDULE–B

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF TENDER OF ABANDONMENT OF WORK BY TENDER

- 1.(a) Is the applicant currently involved in any litigation relating to any contract works- **Yes/No**
(b) If yes, give details

- 2.(a) Has the applicant or any of its constituent partners have been debarred / expelled by any agency in India during the last 5 years - **Yes/No**
(b) If yes, give details

- 3 (a) Has the applicant or any of its constituent partners failed to perform/absconded/ rescinded on any contract work in India during the last 5 years - **Yes/No**
(b) If yes, give details

Note : If any information in this schedule is found to be incorrect or concealed pre-qualification application will be summarily rejected.

SCHEDULE – C DECLARATION BY THE TENDERER

To

**The General Manager,
Drainage, WATCO, Cuttack,**

1. I/We have visited the site and have fully been acquainted myself/ourself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I/We have carefully studied the conditions of the contract, specification and other documents of this work and I/We agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. I/We shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labors, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I/We shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc.
4. I/We shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my/our knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.
6. Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and special conditions of the contract annexed here to or in default thereof to forfeit and pay to the Governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Place:
Date:

Signature of the Tenderer
Name/Organization
Seal

SCHEDULE-D AFFIDAVIT

To
The General Manager,
Drainage, WATCO, Cuttack

1. I/We _____ certify that all information furnished is true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I/We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking relevant clause of the General conditions of contract and conditions of particular application.
2. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.
3. I/We _____ accept that my/our Tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Tender.
4. I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will attend by the action taken by the H&U.D. Deptt., without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.
5. Further I/We _____ certify that no near relatives in the cadre of an Assistant Engineer or above are working in the OFFICE OF GENERAL MANAGER, DRAINAGE, WATCO, CUTTACK

Dated this..... day of2023.

Signature..... in the capacity of duly authorized
to sign the Tender for and on behalf of

.....

.....(BlockCapitals)

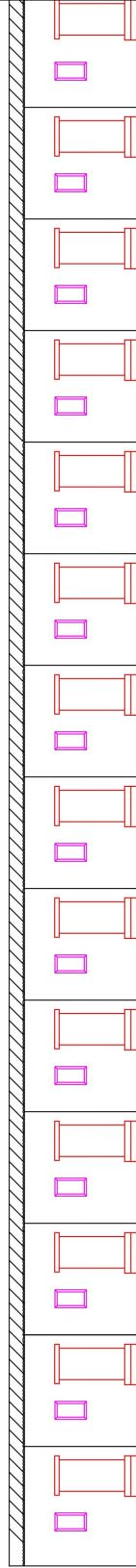
Signature of Witness:

Name of Witness:

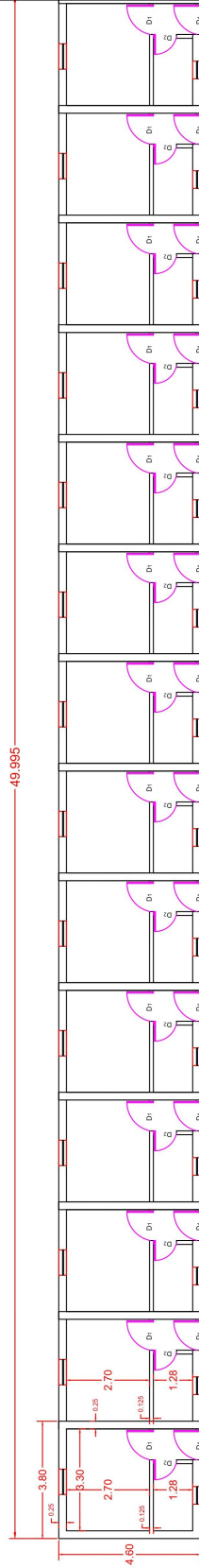
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DRAWINGS

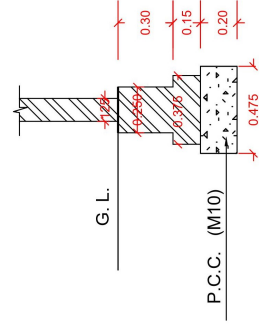
AC SHEET HOUSE DRAWING (14 NOS) AT PATAPOLE



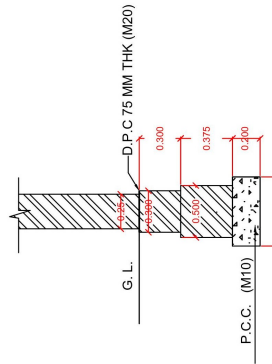
FRONT ELEVATION



PLAN



FOUNDATION DETAILS



FOUNDATION DETAILS

SCHEDULE FOR DOORS & WINDOWS.

Type	Size
D1	1.0X1.95
D2	0.75X1.95
W1	0.75X1.00
W2	0.60X1.00

SCALE : NTS

BILL OF QUANTITY

SI No	Descriptions of items	Quantity	Unit
1	Earth work in ordinary soil within 50m. initial lead & 1.5m. initial lift including rough dressing & breaking clods to maximum 5cm. to 7cm. & laying in layers not exceeding 0.3m. in depth & as per direction of the engineer-in-charge.	109.48	Cum
2	Cement concrete (1:3:6) with 4cm. Size crusher broken hard Granite metal including cost of all labour, materials with all taxes, lead, T & P etc all complete .	43.20	Cum
3	2.5cm AS flooring with CC (1:2:4) with punning using 12 mm crusher broken granites chips. including cost of all labour, materials with all taxes, lead, T & P etc all complete .	181.73	Sqm
4	2.5cm. Damp proof course with C.C (1:2:4) using 12mm. size crusher broken granite chips including cost of all labour, materials with all taxes, lead, T & P etc all complete.	47.78	Sqm
5	Brick work with Fly ash bricks of 25cmx12cmx8cm. Size having crushing strength not less than 75 Kg/Sqcm. With dimensional tolerance +2%. percentt in cement mortar (1:6) in foundation and plinth.	59.29	Cum
6	Brick work with Fly ash bricks of 25cmx12cmx8cm. Size having crushing strength not less than 75 Kg/Sqcm. With dimensional tolerance +2%. percentt in cement mortar (1:6) brick masonry in super structure.	107.99	Cum
7	Reinforce Cement concrete (1:1.5:3) with 12mm size crusher broken hard granite metal including cost of all labour, materials with all taxes, lead, T & P etc all complete.	2.54	Cum
8	Rigid smooth centering and shuttering for R.C.C. works including false work and dismantling then after casting all labour, materials with all taxes, lead, T & P etc all complete.		
8.1	R.C.C. Lintels	36.91	Sqm
9	Supplying, fitting and placing uncoated HYSD bar reinforcement complete as per drawing and technical specification including cost of all labour, materials with lead, T & P etc all complete.	2.29	Qntl
10	12mm. thick cement plaster (1:6) on brick work including cost of all labour, materials with all taxes, lead, T & P etc all complete.	1123.79	Sqm
11	Priming one coat with any approved Wall cement Primer Water bound to plastered surface including cost of all labour, materials T & P with taxes, transportation etc all complete.	1123.79	Sqm
12	Distemping two coats to walls with distemper of approved shade on old work to give an even shade including cost of all labour, materials T & P with taxes, transportation etc all complete.	809.13	Sqm

13	Wall painting 2 coats with Weather Coat of approved shade on new work to give an even shade including cost of all labour, materials T & P with taxes, transportation etc all complete.	388.68	Sqm
14	Iron work wrought and put up in window grating including drilling holes in choukathas, including cost of all labour, materials T & P with taxes, transportation etc all complete.	472.50	Sqm
15	Providing rajshri brand factory made internal PVC Door frame manufactured by M/S Rajshri of the size 90mm x 45mm with a wall thickness of 5mm (± 0.25) plain/prelam PVC foam sheet manufacture by an ISO-9001-2008 certified company. Meter cut at two corners and joined with 4nos. of 150mm long brackets of 15 x 15 M.S. square tube of 19 gauge through out the frame. The door frame fixed with wall using 65/100mm long M.S. screws through the frame by using PVC fastners. A minimum of 4nos. of screw to be provided for each vertical member and minimum 2nos. for horizontal member and 30mm thick "RAJSHRI" BRAND FACTORY MADE MOULDED DOOR SHUTTER-WOOD FREE consisting of frame made out of M.S. tube of 19 guage thickness and size of 20mm x 40mm for stiles as well as top, bottom, & lock rail. M.S. frame shall have a coat of metal primer of approved make and manufacture. The inside panel shall consists of 20mm thick multichamber hollow PVC section of 1mm thickness, bonded using solvent cement/cyanoacrylate Adhesive with 5mm (± 0.25) manufactured by an ISO-9001-2008 Certified company with 2,4,6 raised panel design in plane/prelam PVC sheet to be pasted with solvent cement/cyanoacrylate adhesive on other side of hollow PVC section. All the four edge of panel to be sealed with lipping of 10mm thick & 20mm wide PVC sheet of door, 20mm thick (5mm x 4 nos) thick PVC sheet to be given for lock provision at lock height. Door to be fixed with frame with 3nos. stainless steel butt hinges of size 100mm x 25mm x 2mm and 50mm long steel screws drilled suitable to pass through both the wall of the MS tube. Other hardwares should be fixed with 25mm x 8mm size steel screws etc, complete as per direction of Engineer-in-charge, manufactures specification and drawing.	27.30	Sqm
16	Supplying all materials labour T & P and fitting and fixing of FRP/ Rajashree make single pannel PVC moulded door with chowkaths including all cost conveyance labour for fixing hard ware fittings etc complete as per direction of Engg-in charge.	47.78	Sqm
17	Supplying fitting fixing of UPVC window (sliding type) made as window frame section number 4095,4096 & 9777,3994 as shutter frame with 5mm thick plane glass as pannel fitted with rubber bending including locking arrangement including all fittings including cost of materials all taxes labour T & P excluding cost of glass etc complete as per direction of Engr-in-charge .	18.90	Sqm
18	Fitting & fixing big six or trafford A.C. Sheet in roof including fixing of ridges wind ties etc. including cost of materials ,labour for fixing etc all complete complete.	245.46	Sqm
19	Filling in foundation and plinth with excavated earth watered and rammed including cost of all labour, T & P etc all complete.	25.16	Cum

SANITARY INSTALLATION			
20	Providing and fixing to wall or ceiling and floor uPVC pipes class conforming to ASTM-D-1785/89 (Sch-80) and pipe fittings of the following nominal bore with clamps including making good the wall, ceiling and floor all complete as per specification complete.		
20.1	15mm diameter	30.00	Mtr
20.2	25mm diameter	60.11	Mtr
20.3	32 mm diameter	11.00	Mtr
21	Providing & fixing to wall following P.H. fittings of reputed make including cost of materials,labour for fixing etc all complete as pe specification.		
21.1	15mm dia CP pillar cock long neck	14.00	No
22	Supplying all materials labour T & P fitting & fixing of sanitary installation of approved make including all jointing materials and cost,taxes,conveyance etc all complete as per P.H. specification and direction of Engg-in-charge.		
22.1	Stainless steel kitchen sink - with drain board 470x420 mm bowl depth 178 mm	14.00	No
22.2	Semi Rigid PVC waste pipe for sink and wash basin 32 mm dia with length not less than 700 mm with PVC waste fittings	14.00	No
23	Cutting grooves in pucca floors and walls for taking GI/PVC pipes and making good the damages as per specification complete.	39.80	Mtr
ELECTRICAL PORTIONS			
POINT WIRING :-			
24	Supply, Installation, Testing & Commissioning oflight/Fan/Exhaust Fan point in 20mm dia medium gauge ISI marked Good quality PVC pipe with 1.5 sq.mm PVC insulated Cu.wire (2 run) & 1.0 sq.mm PVC insulated Cu.wire (1 run) for running earth complete with 1 no .6Amp.1way plate type Modular switch (Polycarbonate) , 1 no fan regulator and G.I box of adequate size including PVC bend, saddle, elbow, etc and other necessary materials & labour complete as per the direction of Engineer-in-Charge		
24.1	Group-A (up to 2mtrs)	28.00	No
24.2	Group-B (up to 4mtrs)	28.00	No
24.3	Secondary Point(Only wire from 1Lt Point to Another Lt Point-Upto 3mtr)	2.00	No
25	Circuit or Sub-main wiring in 20/25/32/50mm dia. good quality ISI mark PVC Conduit with following sizes PVC insulated un-sheathed 1100V,Single Core FRLS Cu. conductor wire of approved make with all other required materials & labour complete as per the direction of Engineer-in-Charge. (MAKE- FINOLEX/ HAVELLS)		
25.1	(2 x 1.5 + 1 x 1.0) sq.mm copper wire.	29.90	Mtr
25.2	(2 x 2.5 + 1 x 1.5) sq.mm copper wire.	28.00	Mtr

26	Supply, Installation, Testing & Commissioning of 1 ph. 16 way, Single pole and Neutral, sheet steel MCB double horizontal door distribution box complete with tinned copper busbar, neutral link, earth bar, din rail, detachable gland plate including commissioning including all other materials etc. as required. - as per SLD.(MAKE- LIGRAND)	2.00	No
27	Supply, Installation, Testing & Commissioning of 6 amp to 32 amp rating 240 V "C" series miniature circuit breaker suitable for lighting and other loads in the MCB DB ISI marked complete with connections testing and commissioning etc. as required as per SLD. SINGLE POLE	8.00	No
28	Providing and fixing of following capacity TP& N disconnecter fuse switch unit inside existing cubical panel board with ISI marked HRC fuses including drilling holes in cubical pannel, making connection etc as required		
28.1	63 Amp TP & N	2.00	No
29	Supplying and fixing of 16 / 18 SWG metal box of following sizes (nominal size) on surface / recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduit as required		
29.1	100 mm x 100 mm x 60 mm deep	14.00	No
29.2	150 mm x 75 mm x 60 mm deep	14.00	No
30	Supplying and fixing of following Modular type switch / socket on the existing switch box / cover including connections etc as required.		
30.1	3 pin 5 / 6 amp socket outlet	14.00	No

Appendix - I

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

**Government of Odisha
Works Department**

Office Memorandum

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

Sub: Codal Provision regarding e-Procurement

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

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

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

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

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues 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. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
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, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's and bidder's login ID.
 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Creation of Tender
 - ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
 - 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Opening of Bid

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

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

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

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

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

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

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

i. BASIC DETAILS

- ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

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

(b) For Two Cover/Packet:

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

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.
- vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.

- ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The 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 and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

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

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

15.3 DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID

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

15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, 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 up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

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

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. **SUBMISSION OF BID:**

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

- 16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for 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 can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 16.5.4 The system shall require all the mandatory forms and fields filled up by the 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 Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated /

bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

17.1 All bid uploaded by the Bidder to the portal will be encrypted.

17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

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

18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

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

18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

19.3 The bidders & guest users can view the summary of opening of bids from any system. 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 / re-tender.

20. EVALUATION OF BIDS :

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

- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their 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 bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
- 20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern 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 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 & 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 L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

23.1 If the Registration Certificate of the 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 cancellation / suspension/ blacklisting from the concerned authority.

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

23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

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

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a 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 (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- 24.3 The minimum period of blocking of Portal Registration shall in no case be less than 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 (Tech), 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 (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said 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 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the 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 & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.
1. These amendments shall take effect from the date of issue of the order.
 2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
 3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
 4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

Sd/19.07.2013

E.I.C-cum-Secretary to Govt.

**Online Receipt of Tender Paper Cost & Earnest Money Deposit
through e-Procurement Portal
as per Works Department Letter No.17276/W Dt.06.12.2017**

**Government of Odisha
Works Department**

Office Memorandum

File No.07556900012016–17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the **e-receipts** will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of**

Cost of Tender Paper and Earnest Money Deposit on submission of bids will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:

- a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment

facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

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

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

8. Forfeiture of EMD :

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

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

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

11. Role of National Informatics Centre :

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

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

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

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

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017
E.I.C-cum-Secretary to Govt.

[For any Technical related queries please call at Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha – 1800 3456 765, 0674-2530998, 2530996]

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

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

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

No.07556900052021(Pt.)-

5984

/W., Dated

27-04-2021

OFFICE MEMORANDUM

Subject: Bid Security / Earnest Money Deposit (EMD)

As per amendment to Para 3.5.19 (a) (b) of OPWD Code, Volume-I, Security for the due fulfilment of the contract should invariably be taken. The security may be taken in the shape of N.S.C / Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikas Patra / Bank Guarantee in favour of the Divisional Officer from any Nationalised / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar towards E.M.D.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among vendors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of vendors to bid in tenders and hence reduce competition. Besides, Government of India have made provision in Rule-171 of General Financial Rule, 2017 asking the bidders for executing a "**Bid Security Declaration**" in lieu of Bid Security with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specific in the tender documents.

3. Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to COVID-19 pandemic, it is hereby decided that **no provisions regarding Bid Security should be kept in the Bid Documents and only provision for "Bid Security Declaration" should be kept**. Further, wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalize the tender.

4. These instructions shall be deemed to be a part of OPWD Code and Rules made there under.

5. **The above instructions will be applicable for all the tenders issued till 31.12.2021.**

By order of Governor,

(Dr. Krishan Kumar)

Commissioner-cum-Secretary to Government

Memo No.

5985

/W., Dated.

27-4-21

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

FA-cum-Additional Secretary to Government

Memo No. 5986 /W., Dated. 27-4-21

Copy forwarded to OSD to Chief Secretary, Odisha/Sr. Private Secretary to Development Commissioner-cum-Additional Chief Secretary, Odisha/ Sr. Private Secretary to Principal Secretary, Finance Department for kind information of Chief Secretary/Development Commissioner-cum-Additional Chief Secretary/Principal Secretary, Finance Department.

Sival
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5987 /W., Dated. 27-4-21

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

Sival
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5988 /W., Dated. 27-4-21

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

Sival
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5989 /W., Dated. 27-4-21

Copy forwarded to EIC (Civil), Odisha/EIC (Buildings), Odisha/EIC, Water Resources, Odisha/EIC (Rural Works), Odisha/All Chief Engineers, under the Administrative Control of Works Department, R.D. Department, Water Resources Department and H&UD Department/All Superintending Engineers (under Works Department)/All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

Sival
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5990 /W., Dated. 27-4-21

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

Sival
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5991 /W., Dated. 27-4-21

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

Sival
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5997 /W., Dated 27.04.21

Copy forwarded to EIC (Civil), Odisha/EIC (Buildings), Odisha/EIC, Water Resources, Odisha/EIC (Rural Works), Odisha/All Chief Engineers, under the Administrative Control of Works Department, R.D. Department, Water Resources Department and H&UD Department/All Superintending Engineers (under Works Department)/All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

Signed
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5998 /W., Dated 27.04.21

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

Signed
27/04/2021

FA-cum-Additional Secretary to Government

Memo No. 5999 /W., Dated 27.04.21

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Signed
27/04/2021

FA-cum-Additional Secretary to Government