

**BID IDENTIFICATION NO:04/2023-24**  
**OFFICE OF THE SUPERINTENDING ENGINEER, QUALITY ASSURANCE DIVISION,**  
**SUNDARGARH**  
**\*\*\*\*\***

**GOVERNMENT OF ODISHA**  
**WATER RESOURCES DEPARTMENT**

## **INVITATION OF BIDS**

**TENDER SCHEDULE FOR THE WORK "Procurement of Instruments in Quality Assurance Division Sundargarh for Quality Assurance Sub-division Jharsuguda under Modernization of Quality Control Laboratory for the year 2023-24"**

**TENDER COST:- Rs. 1,04,585/-**  
**(Excluding GST)**

**OFFICE OF THE SUPERINTENDING ENGINEER,**  
**QUALITY ASSURANCE DIVISION,**  
**SUNDARGARH - 770020**

**GOVERNMENT OF ODISHA**  
**DEPARTMENT OF WATER RESOURCES**  
**OFFICE OF THE SUPERINTENDING ENGINEER,**  
**QUALITY ASSURANCE DIVISION,**  
**SUNDARGARH - 770020**  
**DETAIL TENDER CALL NOTICE**  
**BID IDENTIFICATION NO.:- 04/2023-24**

The Superintending Engineer, Quality Assurance Division, Sundargarh on behalf of the Governor of Odisha invites item rate bids / Quotations from the reputed original equipment manufacturers / authorized distributors / dealers for supply of the equipment / machineries for the work:- "**Procurement of Instruments in Quality Assurance Division Sundargarh for Quality Assurance Sub-division Jharsuguda under Modernization of Quality Control Laboratory' for the year 2023-24**" at a tender cost of Rs.1,04,585.00 (Rupees One lakh four thousand five hundred eighty five )only excluding applicable GST.

1. The Bid documents shall be available from official website of Government [http/ www.dowrodisha.gov.in](http://www.dowrodisha.gov.in) from Dt. 22/01/2024 at 10.00 AM to Dt. 01/02/2024 up to 3.00 PM.
2. The Bid documents may be downloaded from the web site against the payment of Rs.600/- (Rupees Six hundred only) towards the non-refundable cost of tender document in shape of demand drafts, issued from any Scheduled /Nationalized Bank, drawn in favour of the Superintending Engineer, Quality Assurance Division, Sundargarh, payable at Sundargarh. The draft should be submitted along with the bid document, failing which the tender shall be treated as non-responsive and shall be rejected.
3. The Bid comprising of documents must be submitted in a specified tender box in the office of Superintending Engineer, Quality Assurance Division, Sundargarh by the quotationer **from 10.00 am of dt. 22/01/2024 to 3.00 pm of dated 01/02/2024**. Bids can also be sent by registered post along with the relevant documents as mentioned below to reach the office of the undersigned within the timeline specified. This office is not responsible for the delay in receipt or non-receipt of the bid.

The bid to be submitted in tender box / by post is to contain the downloaded bid document duly filled in, original demand drafts towards bid cost, bid declaration form, signed DTCN, self-attested copy of Registration Certificate of manufacturer/ authorized dealer (Authorized dealership certificate should be attached), PAN Card, GST number, related documents to GST & other certificates in DTCN duly filled in and any other documents required as per the relevant clauses of DTCN. The Bill of Quantities (As per **Annexure-I**) duly filled in & signed by the quotationer / tenderer are also to be submitted in the tender box. The BOQ submitted in any other format other than the BOQ (as per **ANNEXURE- I**) will be treated as non-responsive.

Signature of Quotationer

Superintending Engineer  
Quality Assurance Division  
Sundargarh

**4. Opening of the Bid:** -The tender will be opened by the tender inviting authority in his office chamber at **4.00 PM on 01/02/2024** in the presence of the quotationers or their duly authorized representatives if any who wish to attend.

In the event of the specified date of bid opening being declared a holiday, the bids will be opened at the appointed time on the next working day.

**5.** The Bid security and the bid cost will be retained in the office of the tender inviting authority and the bid security of unsuccessful bidders will be refunded from the office of the Superintending Engineer, Quality Assurance Division, Sundargarh in charge of the work only after issuance of supply order for the said work.

**6.** Throughout these documents, the term 'Bid', 'Quotation' and 'Tender' and their derivatives (bidder / Tenderers / quotationers, bid / tender / quotation, bidding / tendering / quotationing, etc.) are synonymous.

**7.** If one quotationer submits more than one quotation for a particular work in the TCN, then all bids submitted by the bidder for that particular work will be rejected.

**8. EARNEST MONEY DEPOSIT / BID SECURITY**-The Bid must be accompanied with original copies of financial instruments towards Bid security of 1% of the tendered amount. This bid security should be in shape of fixed deposit receipt from any scheduled/Nationalized bank/N.S.C/K.V.P/P.O.S.B account/P.O.T,D account/Bankers cheque/Bank guarantee of any schedule bank only duly pledged in favour of Superintending Engineer, Quality Assurance Division, Sundargarh Payable at Sundargarh, as per the terms and condition laid down in OGFR and in no other form. The bid security so deposited by the participating manufacturers/authorized dealer should exhibit evidence to the effect that the bid security amount belongs to the firm/company. The tenders received without bid security in original as specified above shall be summarily rejected. Request of transfer of bid security from any other work to the tendered work will not be entertained.

**9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION:**

The Bidders shall furnish the following Documents as part of the Bid establishing Bidder's eligibility and qualification to perform the contract to the Purchaser's satisfaction.

**10. (A)** Required Bid cost, bid security declaration, GST, PAN including all related documents in appropriate form should be submitted with the quotation failing which bid will be summarily rejected. **The validity of quotation shall be 90 (ninty) days from the date of opening of the bid.**

**(B) FOR ORIGINAL MANUFACTURER:**

i. Company Registration Certificate (in case Company registered under Company Act1956), Partnership deed, duly registered before competent authority (in case of Partnership firm).

ii. GSTIN Registration Certificate.

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Quality Assurance Division  
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- iii. PAN card (in the name of Company in case of Company / Partnership firm and in the name of the proprietor in case of Proprietary firm)
- iv. Bid Declaration Form / Verification & Undertaking duly signed by the bidder / tenderer to be furnished as per format in **Annexure-II**.
- v. Details of make/brand & logo etc. of the machineries & equipment of original manufacturer may be furnished in the letter head of the manufacturer.
- vi. No Relationship Certificate to be furnished as per format in **Annexure-III**.
- vii. Detail of the bidder's service centre with communication address, contact person's Detail may be furnished in the letter head of the original Manufacturer.
- viii. Checklist duly filled in as per format in **Annexure-IV (A)**.

**(C) FOR AUTHORISED DEALER / DISTRIBUTOR.**

- i. Valid documents of the manufacturer as applicable, as specified in Clause 9-B (i) of DTCN.
- ii. GSTIN Registration Certificate.
- iii. PAN card (in the name of Company in case of Company / Partnership firm and in the name of the proprietor in case of Proprietary firm)
- iv. Bid Declaration Form / Verification & Undertaking duly signed by the bidder / tenderer to be furnished as per format in **Annexure-II**.
- v. Details of make / brand & logo etc. of the machineries & equipment of original manufacturer only may be furnished in the letter head of the authorised distributor /dealer.
- vi. No Relationship Certificate to be furnished as per format in **Annexure-III**
- vii. Detail of the bidder's service centre with communication address, contact person's Detail may be furnished in the letter head of the authorised distributor /dealer.
- viii. Checklist duly filled in as per format in **Annexure-IV (B)**.
- ix. Manufacturer's authorization as per format in **Annexure-V**.

**NOTE**

**a)** If the bid is submitted by a proprietary firm, the bid declaration form shall be signed by the proprietor & the bidder shall furnish **full name and name of his/her firm with its current address** in declaration form.

**b)** If the bid is submitted by a firm in partnership, the bid declaration form shall be signed by the managing partner or any other partner holding the power of Attorney for the firm, in which case a certified copy of the power of attorney in affidavit form shall accompany the bid. The bidder shall furnish **full name and name of his/her firm with its current address** in declaration form.

**c)** If the bid is submitted by a Company or corporation, the bid declaration form shall be signed by the Managing Director or a duly authorised person holding Power of Attorney in affidavit form shall accompany the bid. The bidder shall furnish full name and name of his/her current address in declaration form.

Signature of Quotationer

Superintending Engineer  
Quality Assurance Division  
Sundargarh

- 11.** The document submitted along with the quotation will be verified in originals before finalising the tender.
- 12.** The bidder should provide detail specification, international standard (BIS/International), categories, list of users and technical details, technical compliance sheet etc along with operating parameters, warranty other required document.
- 13.** The quotation should contain the price quotation clearly mentioning the rates per unit in figure and words in neat. The quoted rate up to two decimal places only shall be taken into consideration for evaluation purpose. In case of any variation between the rates in figure and the words, the rates in word will be taken into consideration.
- 14.** The quoted rates should be inclusive of conveyance, freight, packing, transit insurance, installation, testing regarding satisfactory performance, incidental charges if any, charges for calibration of the equipment from NABL accredited calibration laboratories and imparting trainings etc. Complete with FOR at site, Sundargarh as directed by the consignee excluding GST. GST as applicable should be quoted separately. No other charges will be entertained.
- 15.** The valid period of the quotation shall be 90(Ninety) days from the date of opening of the bid.
- 16.** The bidder shall have to furnish certificate along with the tender to the effect that he is not related to any officer in the rank of an Asst. Engineer and above in the Water resources Department, Govt. of Odisha as per format in ANNEXURE-III. If the fact subsequently proved to be false the work order will be rescinded.
- 17.** Additional performance security shall be obtained from the successful bidder when the bid amount is less than the estimated cost put to tender as per order no.4559 dt.05.04.2021 of works Department. The following rate of Additional performance Security is to be deposited by the successful bidder.

<b>Sl. No.</b>	<b>Range of Difference between the estimated cost put to tender and Bid amount</b>	<b>Additional performance security to be deposited by the successful bidder</b>
i.	Below 5%	No additional performance Security
ii.	From 5% and above or 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)

Signature of Quotationer

Superintending Engineer  
Quality Assurance Division  
Sundargarh

In such an event, the bidders who have quoted less bid amount than the estimated cost put to tender shall have to furnish the exact amount of differential cost of estimated cost put to tender minus the quoted amount as Additional performance security in shape of fixed deposit Receipt from any Scheduled/Nationalized Bank/N.S.C/K.V.P/P.O.S.B account/P.O.T.D. account only duly pledged in favour of the Superintending Engineer, Quality Assurance Division, Sundargarh and payable at Sundargarh as per the terms and condition laid down in O.G.F.R and in no other form, before finalization of the tender otherwise bid shall be cancelled.

**18.** An affidavit in original shall be furnished by the agency at the time of submission of tender paper about the authentication of tender documents.

**Technical Specification:**

- 1)** Field density test apparatus core cutter method - Core cutter apparatus is used for determination of field density of soil. Mild steel cylindrical cutter is used to extract the cylindrical sample of soil with the help of dolly and hammer.
- 2)** Measuring Cylinder Borosil made (100ml, 250ml, 500ml, 1000ml) - graduated cylinder or mixing cylinder is a common piece of laboratory equipment used to measure the volume of a liquid.
- 3)** Mould Cast iron for 150mm cube with ISI Certification Mark -\_Cube Mould is used for cube testing purpose to find out Compressive strength of concrete.
- 4)** Concrete Test Hammer non-digital- It is used for the non-destructive compression strength measurement of concrete.
- 5)** Sieve Brass frame 20 cm dia (4.75mm, 2.36mm, 1.18mm, 600micron, 300micron, 150micron, 90micron, 75micron) Sieve Brass frame Lid & Pan- Used for gradation of fine aggregates.
- 6)** G.I frame sieve 45cm dia (125mm, 100mm, 90mm, 80mm, 75mm, 50mm, 45mm, 40mm) G.I frame sieve 30cm dia (40mm, 20mm, 10mm, 4.75mm, lid & pan)- Used for gradation of coarse aggregates and soil.
- 7)** Enamel tray- Used for collection and weighing of samples.
- 8)** G.I Tray- Used for collection and weighing of samples.

Signature of Quotationer

Superintending Engineer  
Quality Assurance Division  
Sundargarh

## **Terms & Conditions**

1. The supply of this assignment should be completed in all respect within 20 days from the issue of the work order.
2. The materials should be delivered at the Laboratory in the office premises of the Superintending Engineer, Quality Assurance Division, and Sundargarh in full & good condition. The cost towards unloading of machineries / equipment, positioning, installing, commissioning and testing in the laboratory, imparting training to the lab-staff regarding operation& maintenance of the machineries shall be borne by the agency assigned with the work and should be handed over in complete shape under intimation to consignee.
3. Insurance coverage to the materials for transit and coverage of insurance to labour components etc. is at the risk, responsibility and cost to the effect shall be borne by the agency assigned with the work. The material if found unsuitable or beyond specification should be replaced by the agency at his / their cost within 7(seven) days from the date of intimation to that effect by the Engineer-in-charge.

**4. Guarantee period:** -The firm assigned with the work shall give warranty for satisfactory operation and against defects in design, materials and workmanship for the equipment / material covered by the technical specification as specified, for a period of at least 36 [thirty-six] months from the date of commissioning after receipt of equipment / material. The above warranty certificate shall be furnished as per the format in **ANNEXURE-VI** in affidavit form at the time of supply of equipments /before payment. Any defect noticed during this period should be rectified / replaced by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of clause 11 (ii) of terms and condition shall apply.

5. [i] To ensure the performance of the contract, 3 % of the contract value (excluding GST) shall be deducted from the bill of the agency towards performance security safe guarding the purchaser's interest in all respects.

[ii] The performance security so deducted from the bill of the agency may be refunded back on production of Fixed Deposit Receipt from any scheduled / Nationalized Bank/ N.S.C. / K.V.P / P.O.S.B account / P.O.T.D account only duly pledged in favour of the Superintending Engineer, Quality Assurance Division, Sundargarh and payable at Sundargarh

[iii] Performance security shall be released after completion of Warranty / Guarantee period.

[iv] In case of non-fulfilment of contractual obligation, as required in the detail purchase order / specification, the security deposit shall be forfeited.

6. The equipment / instrument should be calibrated from NABL accredited laboratory with traceability and the certificate to that effect should be produced before payment.

Signature of Quotationer

Superintending Engineer  
Quality Assurance Division  
Sundargarh

7. BIDDERS HAVE TO QUOTE FOR ALL THE ITEMS AS PER BOQ OF THE TENDER DOCUMENT, INCOMPLETE QUOTATION SHALL BE REJECTED.

8. The Bidder should be original Equipment's Manufacture/direct importer of original equipment manufacturer /Authorized dealer. The Bidder should provide relevant supporting certificate of authorization of the manufacturer in this regard. (**Annexure-V**, Manufacturer's Authorization form)

9. The machine should be commissioned by the agency and hand holding training is to be imparted to the consignee's personnel till the satisfaction of the Engineer-in-Charge.

10. Consignee: - Assistant Executive Engineer in charge of the work is the consignee for all purpose on behalf of the Superintending Engineer, Quality Assurance Division, Sundargarh and the payment will be made by the Superintending Engineer, Quality Assurance Division, Sundargarh. The Bills in triplicate along with the copies of the document in support of payment of all taxes, statutory dues of state government or central government etc. Completion Certificates, test certificates of materials, BIS certificates, calibration certificate should be submitted to the paying authority for release of the payment. No partial payment will be made for part supply.

11. i) non-completion of the work within the stipulated period will carry penalty @ 0.5% of the value of the work not executed per day subject to maximum 5% of the value of the work order towards delay. Exceeding that the work orders stand cancelled automatically and the bid security will be forfeited and taken into government account. If there is genuine reasons for delay, the same should be brought to notice of the Superintending Engineer immediately on occurrence for allowing reasonable time with or without fine by competent authority after due verification of the facts.

ii) If the Supplier fails to rectify / replace the equipment / material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the warranty period then the penalty @0.5% of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the warranty period. For this purpose, penalty date will start from the 30<sup>th</sup> day from the date of issue of letter on defectiveness of equipment / material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 3% (THREE PERCENT) of the purchase order amount. If the defects so intimated will not be rectified by the supplier within the warranty period, then whole of the performance security will be forfeited by the purchaser, without any intimation to the Supplier.


Signature of Quotationer

Superintending Engineer  
Quality Assurance Division  
Sundargarh



- 12. Terms of Payment:** -The entire bill amount and GST as applicable shall be released in favour of the agency after supply of the entire consignment in good condition at stores / desired site, installation, testing, satisfactory commissioning of the equipments and imparting training for operation. 3% of the contract value (excluding GST) shall be deducted from the bill of the agency towards performance security safe guarding the purchaser's interest in all respects and shall be released after completion of Warranty / Guarantee period.
- 13.** The Purchaser will send notification to the successful bidder to attend the office for signing the contract form provided in the bidding document incorporating all terms and conditions of the agreement between the bidder and the purchaser. **(Annexure-VII)**
- 14.** The contract shall be interpreted in accordance with the laws applicable in India and subject to the jurisdiction of Sundargarh, Odisha.
- 15.** The undersigned reserves the right to reject any or all the quotations or, increase the scope of work without assigning any reason thereof.
- 16.** If the rate is quoted by the bidders are same, the tender will be finalized through a transparent method after observing Codal procedure and circular issued from time to time.
- 17.** If the rate quoted by the bidders is less than 15 % of the amount put to tender, then such a bid shall be rejected and tender shall be finalized basing on merits of rest bids.

Signature of Quotationer

  
18-01-2024  
J.P. Estimator  
QAD, SNG

  
18/1/24  
P.K. Singh, Estimator  
QAD, SNG

  
Superintending Engineer  
Quality Assurance Division  
Sundargarh

## Annexure-I

(Reference Clause 03 of DTCN)

### Bill of Quantities

**Name of the Work, "Procurement of Instruments in Quality Assurance Division Sundargarh for Quality Assurance Sub-division Jharsuguda under Modernization of Quality Control Laboratory' for the year 2023-24"**

Sl No	Description of the equipment	Unit	Quantity	Quoted rate in figure (In Rupees) excluding GST	Quoted rate in words (In Rupees) excluding GST
1	2	3	4	5	6
1	Brass frame sieve 20 cm dia 4.75 mm	No.	1		
2	Brass frame sieve 20 cm dia 2.36 mm	No.	1		
3	Brass frame sieve 20 cm dia 1.18 mm	No.	1		
4	Brass frame sieve 20 cm dia 600 micron	No.	1		
5	Brass frame sieve 20 cm dia 300 micron	No.	1		
6	Brass frame sieve 20 cm dia 150 micron	No.	1		
7	Brass frame sieve 20 cm dia 90 micron	No.	1		
8	Brass frame sieve 20 cm dia 75 micron	No.	1		
9	Brass frame sieve 20 cm Lid & Pan	No.	1		
10	Measuring cylinder plastic 100ml capacity Borosil made	No.	1		
11	Measuring cylinder plastic 250ml capacity Borosil made	No.	1		
12	Measuring cylinder plastic 500ml capacity Borosil made	No.	1		
13	Measuring cylinder plastic 1000ml capacity Borosil made	No.	1		
14	G.I frame sieve 45 cm dia 125mm	No.	1		
15	G.I frame sieve 45 cm dia 100mm	No.	1		
16	G.I frame sieve 45 cm dia 90mm	No.	1		

17	G.I frame sieve 45 cm dia 80mm	No.	1		
18	G.I frame sieve 45 cm dia 75mm	No.	1		
19	G.I frame sieve 45 cm dia 50mm	No.	1		
20	G.I frame sieve 45 cm dia 45mm	No.	1		
21	G.I frame sieve 45 cm dia 40mm	No.	1		
22	G.I frame sieve 30 cm dia 40mm	No.	1		
23	G.I frame sieve 30 cm dia 20mm	No.	1		
24	G.I frame sieve 30 cm dia 10mm	No.	1		
25	G.I frame sieve 30 cm dia 4.75mm	No.	1		
26	G.I frame sieve 30 cm Lid and pan	No.	1		
27	Concrete test hammer Non-digital-HT-225A with NCCBM	No.	1		
28	Mould cast iron 150 mm cube with ISI certification mark	No.	6		
29	Field density test apparatus core cutter method Model no.TM-027	No.	1		
30	Enamel Tray 600*450*50 mm	No.	1		
31	Enamel Tray 300*250*40 mm	No.	1		
32	G.I tray 450*450*50 mm	No.	1		
33	G.I tray 300*300*50 mm	No.	1		

**33(Thirty-three) items only**

Signature of Quotationer

18.01.2024  
JE, Estimator  
QAD, SNG

18/01/24  
AEE, Estimator  
QAD, SNG

Superintending Engineer  
Quality Assurance Division  
Sundargarh

**ANNEXURE-II**

**BID DECLARATION FORM / VERIFICATION & UNDERTAKING  
(Reference Clause 9 B of DTCN)**

**Bid Reference No.**                    /2023-24

From

M/s. \_\_\_\_\_

**No.**

**Dt.**

To

The Superintending Engineer,  
Quality Assurance Division,  
Sundargarh, 770020.

Dear Sir,

1. Having understood the technical specifications along with the bid conditions, I / We hereby offer our rate covered therein complete in all respects, as per the specifications, terms and conditions at the rates entered in the attached contract schedule of price (price bid / BOQ). The rates quoted against each item are exclusive of GST and any other taxes as applicable as per Government rules and also inclusive of cost towards packing, transportation, installation, commissioning, demonstration & training at Central laboratory in the office of the Superintending Engineer, Quality Assurance Division, Sundargarh, insurance and other incidental charges etc. Complete.
2. I / We hereby undertake to complete the supply within time specified in the schedule.
3. I / We hereby confirm that we have gone through all the terms and conditions of the bid and we agree to abide by all of them.
4. I / We verify / Certify that the scanned copies of the certificates / documents attached herewith are authentic and true copies of the original certificates / documents and shall produce the originals for verification before finalisation of the tender.
5. **I / We hereby certified that all the statements / documents / information furnished in our bid are true, correct and authentic.**
6. I / We hereby authorise and request any bank, person, firm, corporation, or institutions to furnish pertinent information as deemed necessary and as requested by the department to verify the information / facts furnished in this bid or regarding my / our competency and general reputation.
7. I / We agree to furnish further qualifying information at the request of the department.
8. I / We verify / Certify that I / We are in possession of the requisite valid manufacturing licenses/permits required for the manufacture /supply/ sale/ distribution of the items and further certify that said certificate / licenses / permits have not been revoked / cancelled by the issuing authorities and are valid up-to- date. **(applicable for Original Manufacturers only)**
9. I / We also certify that I / We have not been declared defaulter, black listed or debarred by any state or Central Government or Constitutional authority or Financial Institution or judicial Court or any Government under taking for supply of substandard quality items/ part supply/ non supply.
10. I / We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other failure to comply with any contractual requirements laid down by you will be considered as a serious breach of the terms and conditions of the bid and will invite disqualification and other penal action as deemed fit by the purchaser.
11. I / We also hereby certify that neither our firm M/S \_\_\_\_\_ nor any of its constituent partners have failed to execute any calibration work in India nor any contract awarded to us/ me for such supply order have been rescinded during the last five years.
12. I / We understand that you are not bound to accept lowest or any bid, you receive.
13. I / We agree that the bid inviting authority can forfeit the Earnest Money Deposit or Security deposit & debar me / us from participation in tender, if any information furnished by me / us is proved to be false at any stage and not complying with the bid terms and conditions.

Signature of Quotationer

Superintending Engineer

**ANNEXURE-III**

**NO RELATIONSHIP CERTIFICATE**

(Reference Clause 9 B of DTCN)

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

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

**(\*) Strike out which is not applicable**

Signature of the bidder

Full name of the bidder:

Date:

Signature of Quotationer

Superintending Engineer

**ANNEXURE-IV (A)**

**CHECK LIST FOR ORIGINAL MANUFACTURER**

(Reference Clause 9B of DTCN)

**SCHEDULE OF DOCUMENTS TO BE SUBMITTED**

Sl. No.	Document / Certificate	Write YES FOR SUBMISSION OF DOCUMENT AND NO FOR NON-SUBMISSION OF DOCUMENTS	
1.	<b>Company Registration Certificate</b> (in case Company registered under Company Act 1956), Partnership deed, duly registered before competent authority (in case of Partnership firm) as stipulated in clause 9 B (i) of DTCN		
2.	GSTIN Registration Certificate as stipulated in clause 9 B (ii) of DTCN		
3.	PAN card (in the name of Company in case of Company / Partnership firm and in the name of the proprietor in case of Proprietary firm) as stipulated in clause 9 B (iii) of DTCN		
4.	Bid Declaration Form / Verification & Undertaking in affidavit form duly signed before Notary or any appropriate Authority as per format in <b>Annexure-III</b> .		
5.	Original manufacturer's make, brand & logo etc. of the machineries & equipment to be supplied by the bidder as stipulated in Clause-9 B (v) of DTCN.		
6.	No Relationship Certificate as per format in clause 9 B Annexure-IV.		
7.	Detail of the bidder's service centre as stipulated in clause 9B (vii) of DTCN.		

We undertake declare that all the Certificate information documents submitted with this bid are currently valid and have not been withdrawn / cancelled by the issuing authority. It is clearly and distinctly understood by me / us that the bid is liable to be rejected if any of these certificates / particulars are found to be false or in valid on scrutiny. I / We further undertake to produce on demand the original certificates / particulars / documents verification at any stage.

Signature of Quotationer

Superintending Engineer

**ANNEXURE-IV (B)**  
**CHECK LIST FOR AUTHORIZED DEALER / DISTRIBUTOR**  
(Reference Clause 9 Col DTCN)

**SCHEDULE OF DOCUMENTS TO BE SUBMITTED**

Sl. No.	Document / Certificate	Write YES FOR SUBMISSION OF DOCUMENT AND NO FOR NON-SUBMISSION OF DOCUMENTS	
1.	Manufacturer's authorization as per format in <b>Annexure-VI</b>		
2.	Valid documents of the manufacturer as applicable, as specified in Class 9 C (i) of DTCN.		
3.	GSTIN Registration Certificate. <b>As specified in clause 9 C (ii)</b> of DTCN.		
4.	PAN card (in the name of Company in case of Company / Partnership firm and in the name of the proprietor in case of Proprietary firm) <b>as specified in clause 9 C (iii)</b> of DTCN.		
5.	Bid Declaration Form / Verification & Undertaking in affidavit form duly signed before Notary or any appropriate Authority as per format in <b>clause 9 C (iv) Annexure-III</b> .		
6.	Original manufacturer's make, brand & logo etc. of the machineries & equipment to be supplied by the bidder as stipulated in Clause-9C (ix) of DTCN.		
7.	No Relationship Certificate as per format in Annexure-IV.		
8.	Detail of the bidder's service centre as <b>specified in clause 9 C ( VII)</b> .		

We undertake declare that all the Certificate information documents submitted with this bid are currently valid and have not been withdrawn / cancelled by the issuing authority. It is clearly and distinctly understood by me / us that the bid is liable to be rejected if any of these certificates / particulars are found to be false or in valid on scrutiny. I / We further undertake to produce on demand the original certificates / particulars / documents verification at any stage.

Signature of Quotationer

Superintending Engineer

**ANNEXURE-V**

**MANUFACTURER'S AUTHORISATION FORM**

**(Refer Clause 9 C of DTCN)**

(Format of authorisation to be obtained by the authorised dealer / distributor from original manufacturer)

No. \_\_\_\_\_/Date. \_\_\_\_\_

To

The Superintending Engineer,  
Quality Assurance Division, Sundargarh.

Bid Identification No...../2023-24

Dear Sir,

I / We \_\_\_\_\_, who are established and reputed manufacturers of Laboratory testing machineries / equipment, having factories at \_\_\_\_\_ (Address of the factory) do hereby certify that M/s / Mr. \_\_\_\_\_ (Name and address of the dealer) is an authorised dealer / Distributor of our company and we authorize them / him to submit the bid and sign the contract with you or your representatives against the above bid.

I / We hereby extend our full guarantee and warranty as per terms and conditions of contract for the goods and service offered by the above firm against the said bid.

Yours faithfully,

(Full Name and Signature of the Manufacturer)

Seal / Stamp

Note: -

- i. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person, competent and having the power of attorney to bind the manufacturer.
- ii. This letter of authority should be accompanied with copy of the company registration certificate of the manufacturer.

Signature of Quotationer

Superintending Engineer



**ANNEXURE-VI**

**GUARANTEE/ WARRANTY BOND**

(Reference Clause 4 of Terms & condition in DTCN)

Reference: -Supply Order No..... of S.E, Quality Assurance Division, Sundargarh.

We hereby declare that the machineries / equipment sold to the Department under this contract shall be the best quality and workmanship, shall be strictly in accordance with the technical specification and particulars contained / mentioned in the DTCN and the leaflet submitted by us and hereby guarantee that the said machineries/ equipment would continue to confirm to the specification and quality aforesaid for a minimum period of three years from the date of supply of the same to the department now withstanding the fact that the Department may have inspected and / or approved the said machineries / equipment. If during the aforesaid three years the said machineries / equipment are found not to confirm to the desired specification and the quality of the aforesaid machineries seems to have been deteriorated, this decision of the Department on this count shall be final and conclusive and the Department reserves the right to reject the said machineries / equipment or such portion thereof as may be found not to confirm to the said specification and quality. On such rejection, the machineries / equipment will be at our risk and all the provisions herein contained relating to rejection of goods shall apply. We shall if called upon to do, replace the machineries / equipment or such portion thereof as rejected by the purchaser, otherwise we shall pay the purchaser such damages as may arise by reasons of breach of condition herein contained.

If the machineries/ Equipment supplied either do not function properly or efficiently, we will replace the same free of cost. The parts replaced shall be new parts equal / equivalent in performance to new parts.

In the event of any complaint of the defective machineries/ equipment supplied to the purchaser, concerned Superintending Engineer, Quality Assurance Division, Sundargarh or his nominee shall investigate and determine whether a part/ parts/ sub-assembly / assembly / engines was/ were defective and if so, any damage has also been caused by it to the other parts , we shall accept in such cases the decision of the concerned Superintending Engineer, Quality Assurance Division, Sundargarh as final and binding.

In case of any break-down during warranty / guarantee period, the period of warranty shall get extended for the period for which the machineries/ equipment remained out of service.

Signature with seal of supplier

Full name of the supplier.

Note:-

- i. The guarantee/ warranty bond shall be done in Affidavit form.
- ii. In case of authorized distributor/ dealer, the original manufacturers shall also sign the guarantee/ warrantee bond.

Signature of Quotationer

Superintending Engineer

## ANNEXURE-VII

### **Agreement for Supply and installation of Equipments**

(Reference Clause 14 of Terms & condition in DTCN)

This Agreement made on -----between-----.  
(hereinafter called the 'Supplier' which expression shall, unless excluded in the subject or context, include the heirs, successors, legal representatives, and permitted assigns) of the one Part.2  
And the Superintending Engineer, Quality Assurance Division, Sundargarh on behalf of the Governor of Odisha (hereinafter called the 'the Governor' which expression shall, unless excluded in the subject or context, include the heirs, successors, legal representatives, and permitted assigns) of the other Part.

WHEREAS the Governor wants to purchase the goods mentioned in the schedule for the work, **"Procurement of instruments in Quality Assurance Division, Sundargarh under Modernisation of Quality Control Laboratory for the year 2023-24"** and has accepted a bid by the supplier for supply, installation & commissioning of machineries / equipment for a sum of Rs.1,23,410(Rupees One lakh twenty-three thousand four hundred ten) only excluding GST (hereinafter called the contract price).

NOW THESE PRESENT WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:

- (1) That the time shall be the essence of the contract and the supplier shall supply the goods in the schedule completely so as to make delivery at **Quality Assurance Division, Sundargarh, PIN-770020** on or before the date ----- 2024 failure to do so will entitle the Governor to rescind the contract immediately.
- (2) That the goods shall be of the technical specifications and price mentioned against each item. Any variation on inspection will entitle the Governor to refuse the consignments either in whole or in part, as the case may be, the whole, if the part renders it useless.
- (3) That the goods shall be inspected at the place of installation in the presence of the officers of both parties duly authorized in that behalf on a day fixed in a notice by the Governor. Default by the Supplier shall disentitle him to raise any objection subsequently to the result of inspection made by the Governor in his absence and claim any compensation on that account.
- (4) That the Supplier shall give warranty for a period of 36 months for satisfactory operation and against defects in design, materials and workmanship for the equipments from the date of commissioning of machineries / equipment.
- (5) The goods shall be duly packed and insured by the Supplier for transit and be dispatched at the risk of the transporters / carriers and the Governor shall not be responsible for any loss or damage during the transit or at any time prior to inspection and approval.

SUPPLIER

PURCHASER

(6) That the price of goods shall be paid on completion of supplies, installation & commissioning including test working as per the payment terms and conditions defined in the clause no 13 of terms and conditions. The APS amount will be released thereafter.

(7) That the 3% of the bid amount (excluding GST) towards Performance Security shall be deducted from the bill of the agency. The performance security so deducted may be refunded back on production of FDR from any Scheduled/Nationalised Bank/NSC/KVP/POSB Account/POTD Account only duly pledged in favour of **Superintending Engineer, Quality Assurance Division, Sundargarh and payable at SUNDARGARH**. Performance Security shall be released after completion of Warranty Period.

(8) Non completion of the work within stipulated period will carry penalty @ 0.5% of the value of work not executed per day subject to maximum 3% of the value of the work order towards delay. Exceeding that work order stands cancelled automatically and the Bid Security will be forfeited and taken into Government account.

(9) If supplier fails to rectify/replace the equipment within 30 days from the date of intimation of the defect, so notice by the purchaser within the Warranty period then penalty @ 0.5% of the total purchased amount for each calendar week of delay, subject to maximum 3% of the bid price. If the defect so intimated will not be rectified by the supplier within the warranty period, then whole of the performance security will be forfeited by the purchaser without any intimation to the supplier.

(10) The Superintending Engineer, Quality Assurance Division, SUNDARGARH on behalf of the Governor of Odisha (Purchaser) and the authorized person on behalf of (supplier) to execute this Deed /Agreement.

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

(12) This shall be read with all the terms & conditions of DTCN along with other bid documents, correspondences etc., which shall form part of this Agreement.

#### SCHEDULE OF GOODS

Sl. No.	Machinery/equipment with specification along with make & model etc.	Total Quantity	Name of the laboratory where to be delivered and consignee	Price agreed for unit (Rs.) (excluding GST)	Amount in (Rs.)
1	2	4	5	6	7
1	Brass frame sieve 20 cm dia 4.75 mm	1	Quality Assurance Division, SUNDARGARH		
2	Brass frame sieve 20 cm dia 2.36 mm	1	Quality Assurance Division, SUNDARGARH		
3	Brass frame sieve 20 cm dia 1.18 mm	1	Quality Assurance Division, SUNDARGARH		
4	Brass frame sieve 20 cm dia 600 micron	1	Quality Assurance Division, SUNDARGARH		

5	Brass frame sieve 20 cm dia 300 micron	1	Quality Assurance Division, SUNDARGARH		
6	Brass frame sieve 20 cm dia 150 micron	1	Quality Assurance Division, SUNDARGARH		
7	Brass frame sieve 20 cm dia 90 micron	1	Quality Assurance Division, SUNDARGARH		
8	Brass frame sieve 20 cm Lid & Pan	1	Quality Assurance Division, SUNDARGARH		
9	Brass frame sieve 20 cm dia 75 micron	1	Quality Assurance Division, SUNDARGARH		
10	Measuring cylinder plastic 100ml capacity Borosil made	1	Quality Assurance Division, SUNDARGARH		
11	Measuring cylinder plastic 250ml capacity Borosil made	1	Quality Assurance Division, SUNDARGARH		
12	Measuring cylinder plastic 500ml capacity Borosil made	1	Quality Assurance Division, SUNDARGARH		
13	Measuring cylinder plastic 1000ml capacity Borosil made	1	Quality Assurance Division, SUNDARGARH		
14	G.I frame sieve 45 cm dia 125mm	1	Quality Assurance Division, SUNDARGARH		
15	G.I frame sieve 45 cm dia 100mm	1	Quality Assurance Division, SUNDARGARH		
16	G.I frame sieve 45 cm dia 90mm	1	Quality Assurance Division, SUNDARGARH		
17	G.I frame sieve 45 cm dia 80mm	1	Quality Assurance Division, SUNDARGARH		
18	G.I frame sieve 45 cm dia 75mm	1	Quality Assurance Division, SUNDARGARH		
19	G.I frame sieve 45 cm dia 50mm	1	Quality Assurance Division, SUNDARGARH		
20	G.I frame sieve 45 cm dia 45mm	1	Quality Assurance Division, SUNDARGARH		

21	G.I frame sieve 45 cm dia 40mm	1	Quality Assurance Division, SUNDARGARH		
22	G.I frame sieve 30 cm dia 40mm	1	Quality Assurance Division, SUNDARGARH		
23	G.I frame sieve 30 cm dia 20mm	1	Quality Assurance Division, SUNDARGARH		
24	G.I frame sieve 30 cm dia 10mm	1	Quality Assurance Division, SUNDARGARH		
25	G.I frame sieve 30 cm dia 4.75mm	1	Quality Assurance Division, SUNDARGARH		
26	G.I frame sieve 30 cm Lid and pan	1	Quality Assurance Division, SUNDARGARH		
27	Concrete test hammer Non-digital-HT-225A with NCCBM	1	Quality Assurance Division, SUNDARGARH		
28	Mould cast iron 150 mm cube with ISI certification mark	6	Quality Assurance Division, SUNDARGARH		
29	Field density test apparatus core cutter method Model no.TM-027	1	Quality Assurance Division, SUNDARGARH		
30	Enamel Tray 600*450*50 mm	1	Quality Assurance Division, SUNDARGARH		
31	Enamel Tray 300*250*40 mm	1	Quality Assurance Division, SUNDARGARH		
32	G.I tray 450*450*50 mm	1	Quality Assurance Division, SUNDARGARH		
33	G.I tray 300*300*50 mm(12"x12"x2")	1	Quality Assurance Division, SUNDARGARH		

**33(Thirty three items only)**

IN WITNESS WHEREOF the parties hereto have signed this deed this day-----  
mentioned against the signature of each in the presence of the following witnesses/personnel: -

Signed, sealed and delivered by the  
said ..... (For the purchaser)  
In the presence of.....

Signed, sealed and delivered by the  
said ..... (For the supplier)  
In the presence of.....

GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

OFFICE MEMORANDUM

No 07556900052021 4559 W., Bhubaneswar, Dated the 5-4-2021

**Subject:-Additional Performance Security in case of Abnormally Low Bids (ALBs).**

Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender to the extent of exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No 14459/W dated 20.09.2018.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

3. In view of the above, the State Government is pleased to fix the following rate of Additional Performance Security;

Sl No	Range of Difference between the estimated cost put to tender and Bid 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)

4. This shall take effect from the date of issue of this Office Memorandum.

5. The codal provision exists in Works Department Office Memorandum No 14459/W dated 20.09.2018 stands modified to the above extent with effect from the date of issue of this Office Memorandum.

By order of Governor,

*Krishan Kumar*  
(Dr. Krishan Kumar) 5/4

Commissioner-cum-Secretary to Government

R-1  
26.12.2022

Memo No. 4560 W., Dated <sup>-2-</sup> 5-4-2021

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

*Singh*  
5-4-2021

FA-cum-Additional Secretary to Government

Memo No. 4561 W., Dated 5-4-2021

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.

Memo No. 4562 W., Dated 5-4-2021

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.

*Singh*  
5-4-2021

FA-cum-Additional Secretary to Government

Memo No. 4563 W., Dated 5-4-2021

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.

*Singh*  
5-4-2021

FA-cum-Additional Secretary to Government

Memo No. 4564 W., Dated 5-4-2021

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.

*Singh*  
5-4-2021

FA-cum-Additional Secretary to Government

Memo No. 4565 W., Dated 5-4-2021

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

*Singh*  
5-4-2021

FA-cum-Additional Secretary to Government

Memo No. 4566 W., Dated 5-4-2021

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

*Singh*  
5-4-2021

FA-cum-Additional Secretary to Government

*Rg* 2022

*Singh*  
5-4-2021  
FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

.....

No 07556900052021(Pl)- 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,

*(Signature)*  
(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

*(Signature)*  
27/04/2021  
FA-cum-Additional Secretary to Government

*(Signature)*  
26.12.2022



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

*Signed*  
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.

*Signed*  
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

*Signed*  
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

*Signed*  
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

*Signed*  
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](mailto: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.

*Signed*  
27/04/2021  
FA-cum-Additional Secretary to Government

*4*  
26.12.2022

GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

\*\*\*

No. 07559600192022-1437 Bhubaneswar, Dated the 31-1-2023

OFFICE MEMORANDUM

**Sub:- Amendment to Codal Provision under Clause 36 of Appendix-IX of OPWD Code, Volume-II.**

After careful consideration and in supersession of codal provision under Clause-36 of Appendix-IX of OPWD Code, Volume-II vide Works Department O.M. No.12366/W dated 08.11.2013, Government have been pleased to make following provision.

**Clause 36 of Appendix-IX of OPWD Code, Volume-II**

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 (decimal up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned SE/ Executive Engineer of concerned Division and DAO will remain present.

1. This amendment to the codal provision shall take effect from the date of issue of the order.
2. Accordingly, the relevant existing codal/ contractual provision stands modified with effect from the date of issue of this O.M.
3. This has been concurred in by Finance Department in their OSWAS File No.FIN-WF1-MISC-0042-2022.

By order of the Governor

(Vir Vikram Yadav, IAS)

Principal Secretary to Government

Memo No. 1438 /W., Dated, 31-1-2023

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. 1439 /W., Dated, 31-1-2023

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

FA-cum-Additional Secretary to Government

(P.T.O)

Memo No. 1440 /W., Dated, 31-1-2023

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.

*Sonal* 31/01/2023  
FA-cum-Additional Secretary to Government

Memo No. 1441 /W., Dated, 31-1-2023

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

*Sonal* 31/01/2023  
FA-cum-Additional Secretary to Government

Memo No. 1442 /W., Dated, 31-1-2023

Copy forwarded to EIC (Civil), 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 CCEs (under Works Department) / All Superintending Engineers (under Works Department) / All Executive Engineers (under Works Department) for information.

*Sonal* 31/01/2023  
FA-cum-Additional Secretary to Government

Memo No. 1443 /W., Dated, 31-1-2023

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

*Sonal* 31/01/2023  
FA-cum-Additional Secretary to Government

Memo No. 1444 /W., Dated, 31-1-2023

Copy forwarded to the Director, Printing, Stationery & Publication, Odisha, Cuttack by e-mail ([deputydirectorpp@redifmail.com](mailto: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.

*Sonal* 31/01/2023  
FA-cum-Additional Secretary to Government

Memo No. 1445 /W., Dated, 31-1-2023

Copy forwarded to Accounts-I Section / Accounts-II Section / Road Section / Plan Section / Building Section / Budget Section / NHs Section / FC & AA Section / EAP Section for information and necessary action.

*Sonal* 31/01/2023  
FA-cum-Additional Secretary to Government

