

Bid Identification No. :
SE (R and B) BLS-II-24/ 2025-26



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

**OFFICE OF
THE SUPERINTENDING ENGINEER,
BALASORE (R & B) DIVISION-II, BALASORE**

DETAILED TENDER CALL NOTICE FOR THE WORK
(FOR ELECTRIC WORKS)

NAME OF THE WORK :-“ Supply and Installation of 2nd Phase IP CCTV System With 90 Days Backup & Inbuilt Audio Camera in Jaleswar ADJ and JMFC Court Building, Jaleswar, Balasore..”

ESTIMATED COST: - Rs. 14,41,800.00



SHORT TENDER CALL NOTICE

BID INVITATION NO. SE (R and B) BLS-II- 24 / 2025-26

No. :- 8033

Date :- 19.12.2025

1. The Superintending Engineer, Balasore (R&B) Division-II on behalf of Governor of Odisha **Single Cover percentage rate bids** for the work detailed in the following table from “HT” , “MV” & “LT” Class Contractors registered with the State Government on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the works.

Sl No	Name of work	Approx . Value of work (Rs. In Lakh)	Place of Receipt of Original Documents	BID Security/ EMD (in Rs)	Cost of bid document(in Rs)	Class of Contractor	Period of completion
1	2	3	4	5	6	7	8
1	Shifting of 11 Kv Line LT Line & Sub-Station from Basanti Padia Jaleswar to wine shop Krushnangar (Old NH-60 Jaleswar Bye-Pass Road) for the year 2025-26	26.90	Superintending Engineer, Balasore (R&B) Division-II,	27000 /-	6000 /-	“HT”	01 (One) Month
2	Supply and Installation of 2nd Phase IP CCTV System With 90 Days Backup & Inbuilt Audio Camera in Jaleswar ADJ and JMFC Court Building, Jaleswar, Balasore.	14.42	Superintending Engineer, Balasore (R&B) Division-II,	14500 /-	6000 /-	“HT” , “MV” & “LT”	01 (One) Month

- Bid documents consisting of plan, specification, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website : www.tendersorissa.gov.in.
- i) Bids must be submitted with Earnest Money Deposit (Bid security) of the amount specified for the work in the table col. No.- 5 above which shall be paid electronically through the payment gateway of SBI / ICICI / HDFC as per W.D.O.M No.6785 dt. 09.05.2017 read with W.D.O.M No. 17254 dt. 05.12.2017.**
- The Bid documents will be available in the website : www.tendersorissa.gov.in from **10.00 Hours of 26.12.2025 to 4.00 Hours of 07.01.2026** for Online Bidding.
- The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
- Bids shall be received only on “On line” on or before **4.00 Hours of 07.01.2026**.
- Bids received online shall be **opened at 4.30 Hours on 07.01.2026** in the office of the undersigned in presence of the bidders who wish to attend. Bidders who participated in the Bid can witness the opening of Bids after logging on to the site through their DSC . If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- The cost of bid documents should be paid online through e-procurement portal for the amount as specified under column no. -6 and in the same manner as in sl. No. -3.**
- Additional performance Security: (Ref: Works Department Order No.1449 dtd.01.02.2023)**
 - Additional Performance Security (APS) is being obtained from the successful bidder when the bid amount is less than the 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 the concerned 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 contractors. 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 Contractors.
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)

(NB:- Refer to Works Department Odisha O.M. No. 4559 dated.05.04.2021)

10. For a particular work a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers.
11. Bidders are to submit only the original BOQ uploaded by publisher after entering the relevant fields without any alteration / deletion / modification .Multiple BOQ submission shall lead to cancellation of bid.
12. If the rate quoted by the bidder is more than 14.99 % less of the tendered amount then such a bid shall be rejected.
13. Other details can be seen in the bidding documents.
14. Workers welfare cess @ 1 % will be deducted from the gross amount of contractor's bill.
15. The authority reserves the right to reject any or all Bids without assigning any reason thereof.
16. In case of the lottery required to be conducted among the successful bidder in accordance with the Works Deptt. Order No-10224 dated 01.09.2015, the same will be conducted on suitable date in the office chamber of the under signed. The Bidders are requested to keep in touch with this office and also requested to be present during the lottery as per the schedule date, time and venue. If the qualified bidder/bidders failed to attend the same will be conducted in presence of the available bidder and the result will be binding upon them.
17. Before offering Bid price, the bidders are requested to take into account the application of the provision of OGST & CGST for deduction of TDS from their work bills as notified by the Govt. Any pleas as to their unawareness of the fact of deduction shall not be entertained afterwards. The implementation of GST rules by the Govt. of Odisha is to be accepted by the Bidder at any point of time.
18. Any correspondence related to this tender shall be communicated through E – Mail. So it is mandatory to provide the contact details as per format attached in the DTCN.
19. The Addendum / Corrigendum if any will be hosted in the website only.

**Sd/-
Superintending Engineer
Balasore(R&B)Division-II**

By Special Messenger

Memo No. 8034

Date : 19.12.2025

Copy to the Head State Portal Group, I.T. Centre, Department of Information & Technology, Odisha, Bhubaneswar for information and necessary action .The Tender Call Notice along with Bid Documents are send through E-Mail (tendersorissa@gmail.com) for quick up loading in the State Government Website .

**Sd/-
Superintending Engineer
Balasore(R&B)Division-II**

Memo No. 8035

Date.: 19.12.2025

Copy to the Deputy Director (Advt.) and Deputy Secretary to Government, Information and Public Relation Department, Odisha, Bhubaneswar for information and necessary action and publication in the news paper in two local Odia dailies and one local English daily News Papers at an early date for wide publication of tender call notice.

**Sd/-
Superintending Engineer
Balasore(R&B)Division-II**

By Regd. Post with A/D

Memo No. 8036

/ Date :. 19.12.2025

Copy to the Director, Printing and Stationeries, Government Press, Madhupatna, Cuttack with request to please arrange publication of above tender call notice in the next issue of Odisha Gazette for wide publication.

**Sd/-
Superintending Engineer
Balasore(R&B)Division-II**

Memo No. 8037

(3) /Date : 19.12.2025

Copy in duplicate submitted to the Chief Engineer (DPI & Roads) Odisha, Bhubaneswar / Chief Engineer (Buildings), Odisha Bhubaneswar / Chief Construction Engineer, Eastern Circle, (R&B) Balasore for favour of kind information. A copy of the tender call notice may kindly be ordered to be pasted in the office Notice Board for its wide publication.

**Sd/-
Superintending Engineer
Balasore(R&B)Division-II**

Memo No. 8038

(13) / Date :19.12.2025

Copy to the Collector and District Magistrate, Balasore / Superintendent of Police, Balasore/Superintending Engineer, (R&B) Division-I, Balasore/ Superintending Engineer, Balasore Electrical Division, TPNODL, Balasore/ Basta/ Jaleswar / Superintending Engineer, Rural Works Division-I,Balasore / Rural Works Division-II, Balasore / Rural Works Division, Jaleswar / Superintending Engineer, Irrigation Division, Balasore / Superintending Engineer Drainage Division, Balasore/ Executive Officer, Balasore Municipality / Jaleswar Municipality for information and wide publication.

**Sd/-
Superintending Engineer
Balasore(R&B)Division-II**

Memo No. 8039

(5) / Date : 19.12.2025

Copy forwarded to the Sub-Divisional Officer (R&B) Sub-Division, Balasore (Sadar)/ Balasore / Basta / Jaleswar/ G.E.D. for information and wide circulation.

**Sd/-
Superintending Engineer
Balasore(R&B)Division-II**

Memo No. 8040

(8)/ Date : 19.12.2025

Copy to Superintending Engineer's table / Divisional Accounts Officer / Notice Board / Estimator /Head Clerk/ Cashier / Budget Clerk / Tender file.

**Sd/-
Superintending Engineer
Balasore(R&B)Division-II**

CHECKLIST TO BE ENSURED BY THE BIDDER

NAME OF THE WORK:- Supply and Installation of 2nd Phase IP CCTV System With 90 Days Backup & Inbuilt Audio Camera in Jaleswar ADJ and JMFC Court Building, Jaleswar, Balasore.

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs 6,000.00 (Online payment through gateway of SBI/ICICI/HDFC Bank)	D.T.C.N Clause No.04			
02.	E.M.D for Rs. 14500 (Online payment through gateway of SBI/ICICI/HDFC Bank)	D.T.C.N Clause No.27(ii)			
	Or				
	E.M.D for deploying machineries outside the State	D.T.C.N Clause No.7(ii)			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.09			
04.	Copy of valid GATIN clearance certificate in form 612	D.T.C.N Clause No.09			
05.	Copy of PAN Card	D.T.C.N Clause No.09			
06.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.45			
07	Additional Performance Security	DTCN Clause No 61(A)			
(A)	List of projects executed that are similar in nature to the work (Schedule-D)	Not mandatory			
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-B)	Not mandatory			
08.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	Not mandatory			
(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.46			
I	BIDDERS CONTACT INFORMATION	Page No 39			
09(A)	Terms & Conditions	D.T.C.N clause No 67			
09.	The contractor is required to produce the original documents for ownership/hired of Machinery & Equipments to be deployed on contract work before drawal of Agreement.	D.T.C.N Clause No.7 and Clause No.105			

CONTRACT DATA**A. GENERAL INFORMATIONS**

SI No	Item	Details
1	Bid Identification No.	Bid Identification No. SE-(R and B) BLS-II- 24/2025-26
2	Name of the Work	Supply and Installation of 2nd Phase IP CCTV System With 90 Days Backup & Inbuilt Audio Camera in Jaleswar ADJ and JMFC Court Building, Jaleswar, Balasore.
3	Officer Inviting Tender	Superintending Engineer, Balasore (R&B) Division-II, Balasore.
4	Superintending Engineer concerned with head quarters.	Superintending Engineer, Balasore (R&B) Division-II Balasore.
5	Estimated Cost Civil Works	Rs. 14,41,800.00

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	1(One) Calendar Month
7	Last Date & time of submission of Bid	Time 4.00 PM Date: 07.01.2026
	Opening of Technical Bid (Cover-I) Document	4.30 Hrs Date: 07.01.2026
8	Cost of Bid Document	
	i Online payment	Rs 6,000/- separately
	ii in favour of	Superintending Engineer, Balasore (R&B) Division-II, Balasore
iii payable at	S.B.I, Balasore	
9	Bid Security	
	i Online payment	Rs. 14,500.00
	ii in favour of	Superintending Engineer, Balasore (R&B) Division-II Balasore
	iii payable at	S.B.I, Balasore
iv Type of instrument	As specified in the bid document	
10	Class of Contractor	"HT", "MV" & "LT" Electrical Contractor
11	Bid validity period	90 days
12	Minimum period of contract / agreement / lease deed of equipment and machineries	12 (twelve) Months
13	Currency of payment for Contract	Indian Rupee
14	Language of Contract	English

Procedure to participate in online bidding e-procurement

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process. 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.

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

b. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.

c. 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. d. The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control. 7

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

1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

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

1.6. 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.

1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Superintending Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in> , notice board and through paper publication and such notice shall form part of the bidding documents.

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

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the online bidding system and his portal registration shall be cancelled. His name shall also be informed to the 8 registering authority for cancellation of his registration.

2.1 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.

2.2 Deleted.

2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such 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.

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

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids". .

3. FORMAT AND SIGNING OF BID:

(Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

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

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

3.2.1. The bids once submitted can not be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his 9 bid security shall be forfeited.

SUBMISSION OF BIDS:-

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

3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender , bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

3.5. 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.

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

3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

3.8. 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.

3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.

3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.

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

3.12. The bidder should check the system generated confirmation statement on the status of the submission. 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

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

3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

3.16. 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.

3.17. 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 10 bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

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

4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

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

RESUBMISSION AND WITHDRAWAL OF BIDS :

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

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

5.4. 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.

6. LATE BIDS :

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

7. MODIFICATION AND WITHDRAWAL OF BIDS :

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

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

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire. 11

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

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

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

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

8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

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".

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

8.5.2. 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

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

8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor. 8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids. 12

8.7.2 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.

8.7.3 At the time of opening of “Financial Bid”, the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.7.4 The responsive bidders’ name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first. 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

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

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

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

9. CLARIFICATION AND NEGOTIATION OF BIDS:

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

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

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.

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

10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, “Letter of Proceed” or “Work Order” shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summery and declare the process as complete.

10.4. If the L1 bidder does not turn up for agreement after finalisation 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/ 13 proprietor , he/ they shall neither be

allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

11.1 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.

11.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

11.3 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.

11.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.

11.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)

11.3.3 Fails to execute the agreement within the stipulated date.

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

The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

Procedure for 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 eProcurement 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. 16

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 authorized 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 18 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.

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	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 Balasore on T+1_day.	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 Focal Point Branch called e-FPB of respective designated banks at Balasore 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.
	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.	II. In case of forfeiture of Earnest Money Deposit on submission of bids, the 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.
	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
State PSUs Statutory Corporations Autonomous Bodies and Local Bodies.	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 Balasore on T+1 days.	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 Balasore 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.
	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.	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.

Instruction to Bidders for e-procurement (Relevant clauses in the DTCN/Bid document shall be superseded)

A. GENERAL

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1.** The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Superintending Engineer may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.2.** The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedy of any defects therein.
- 1.3.** The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.4.** Throughout these bidding documents, the terms " bid and tender" EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 1.5.** In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender, electrical and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, Pan card, GSTIN etc, at the time of purchase of tender documents but will be required for verification purpose in the later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The **Successful lowest Bidder is required to produce the originals of all the scanned documents in the office of Superintending Engineer, Balasore (R&B) Division-II** for verification within 5(five)days of opening of the financial bid.In the eventuality of failure on the part of the lowest successful bidder to produce the original documents,he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority.In such a situation,successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder.
- 1.6. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal **using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate(DSC) to his/her unique Login ID.He/She has to submit the relevant information as asked for about the firm/contractor.The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i)PAN card(ii)Registration Certificate(RC)/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/GSTIN Clearance.Any change of information by the bidder is to be re aythenticated by the State procurement cell.After successful authentication bidder can participate in the online bidding process.The DSC used must be of appropriate class(Class II or Class III) issued from a registered Certifying Authorities (CA)as stipulated by Controller of Certifying Authorities(CCA),Government of India such as n-Code, Sify, TCS, MTNL,e-Mudra and is mandatory for all users.**
 - 1.6.1.** Bidder 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.

- 1.6.2. Any third party/company/person under a service contract for operation of e-Procurement system in the state or his/her subsidiaries or the parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-procurement system irrespective of who operates the system.
 - 1.6.3. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. The system will again ask to select the DSC and confirm it with the password of DSC as a **second stage authentication**. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - 1.6.4. The tender documents uploaded by the Tender Inviting Officer in the website www.tendersorissa.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder/Guest Users can view or download the bid documents from the web site **only after the due date & time of sale**.
 - 1.6.5. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences in shape of affidavit towards his eligibility for such exemption. **The original affidavit is required to be furnished in O/o the Superintending Engineer, Balasore (R&B) Division-II.**
 - 1.6.6. If the software application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.
 - 1.7. The bidder intending to participate in the bid on-line shall prepare the demand draft towards cost of bid as per IFB (except for exempted contractors) and upload the scanned copy of the draft to the portal against the bid where he is participating and the original shall be deposited to the tender inviting officer with in the **period** specified in the "Invitation For Bid". If the Bidder fails to deposit the original demand draft towards cost of bid with in the stipulated time his bid shall be rejected and action as per prevailing rule shall be taken.
 - 1.8. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control. **For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.**
- 2. ELIGIBLE BIDDERS:**
- 2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids. **Contractors not registered with Government of odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work as per registration norms of the state.**
 - 2.2. All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
 - 2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Under Secretary and above in the State Government of Orissa in the concerned Department, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will

not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid a certificate.

- 2.4. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
- 2.5. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.
- 2.6. **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 as per letter No 3051 dt 22.01.2025 of the Engineer-In-Chief(Civil-Cum-Roads) Odisha Nirman Soudha, Bhubaneswar.**

3. QUALIFICATION CRITERIA:

- 3.1. **For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document listed under clause 3.2 in prescribed format wherever warranted in support of qualification information. The Successful Lowest bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 5(five)days of opening of the financial bid.** Bids from Joint ventures are acceptable.
- 3.2. The bid shall include following information and documents.
 - a. Copy of valid contractor's registration certificate, PAN card, VAT/GST clearance certificate and labour licence should accompany the technical bid.
 - b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
 - c. Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.
 - d. In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from different site to this work site when work is to be executed.
 - e. The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work.
 - f. In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the state, he/she is required to furnish additional 1% EMD/Bid security.
 - g. The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/lease deed and duration of such contract.
 - h. The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license for **executing the electrical installation works/mechanical works/ building electrification works** and should have executed similar engineering works for a minimum amount as indicated in Contract data in any one year.
 - i. Details of work under progress.
 - j. Details of work for which bid submitted.
 - k. The detailed list of plant and machineries to be employed by the bidder for use in this work is to be furnished in **Schedule-C**

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

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. been black listed/suspended by the competent authority.

4. **ONE BID PER BIDDER:**

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

5. **COST OF BIDDING:**

- 5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
- 5.2 All the rates and prices in the bid shall cover all taxes, viz. Central or State Sales Tax, Octroi, Value Added Tax or any other local taxes, ferry, tollage charges and royalties and any other charges.
- 5.3 The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- 5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. **SITE VISIT:**

- 6.1.** Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.
- 6.2.** The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3.** The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

B. BIDDING DOCUMENTS

7. **GENERAL INSTRUCTIONS:**

- 7.1 The description of the work is as mentioned under Invitation for Bid.
- 7.2 The bids uploaded by the Tender Inviting Officer shall consist of general arrangements drawings or typical sections of the project. Bidder may down load these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders. The bidder is required to down load all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to up-load the drawings other Bid documents (after signing) while up-loading his bid. He is required to up load

documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

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

8. CLARIFICATION OF BIDDING DOCUMENTS:

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

8.2. No paper copy of the bid shall be sold.

8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.

9. AMENDMENT OF BIDDING DOCUMENTS:

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

9.2. Any addendum thus issued shall be part of the bidding documents and shall be notified in the website www.tendersorissa.gov.in / notice board and through paper publication.

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

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

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

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

11. DOCUMENTS COMPRISING THE BID:

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

- (i) Invitation for Bids (IFB)
- (ii) Instructions to bidders (ITB)
- (iii) Conditions of Contract
- (iv) Contract Data
- (v) Specifications
- (vi) Drawings

11.1.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.

A. **Cost of "Bid document" & "Bid Security"** shall comprise

- (i) Cost of Bid Document
- (ii) Bid Security in prescribed shape.

B. **"Technical Bid"** shall comprise.

- (i) Declaration under the Official Secret Act, 1923

- (ii) Qualification Information and supporting documents,
- (iii) Certificates, undertakings, affidavits,

C. "Financial Bid" shall comprise.

- (i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

- 12.1. In the E-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format (in .xls format) shall be made available to the bidder.
- 12.2. For Item rate tenders the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.
- 12.3. In case of percentage tender, the bidder shall write his name in the space provided in the specified location in the protected Bill of Quantities (BoQ) and type percentage excess or less upto two decimal place only in the designated cell and activate "less" or "excess" to indicate how much his price offer is excess or less than the estimated amount.
- 12.4. The bidder shall bid for the whole works as described in the Bill of Quantities.
- 12.5. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.
- 12.6. All duties, taxes, including GSTIN and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
- 12.7. In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12.8. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 12.9. The contractor shall confirm in all respects, by giving all notices and paying all fees, with the provisions of:
 - (i) Any national or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
 - (ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

13. CURRENCIES OF BID AND PAYMENT:

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

14. VALIDITY:

- 14.1. Bids shall remain valid for a period not less than **90 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request without any risk of forfeiture of his bid security.

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

15.(A) BID SECURITY:

15.1 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 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 document is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection. The on line bidder shall deposit the original copy of the 'bid security' with in the specified period mentioned in the contract data (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security. Non-submission of bid security with in the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration. The bid security shall be in the favour of officer as named in Contract Data and may be in one of the following forms and shall be valid for a period of 45 days beyond the validity of the bid.

15.2 The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.

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

15.4 In the case of schedule caste/schedule tribe contractors, Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.

15.5 The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.

15.6 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any.

15.7 The Bid Security may be forfeited

a. If the bidder withdraws the bid after opening of the bid but within the period of validity.

b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid

c. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 3.1,

d. In the case of a successful bidder, if the bidder fails within the specified time limit to

(i) Sign the Agreement

(ii) Furnish the required Performance Security including additional performance security if any.

15. (B)FORMAT AND SIGNING OF BID:

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

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

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

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

button.

15.3.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

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

15.3.4. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies of scanned documents only for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date as defined in tender call notice, his bid security shall be forfeited.

D. SUBMISSION OF BIDS

16. BID SUBMISSION:

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

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

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

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

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

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

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

16.8. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

17. DEADLINE FOR SUBMISSION OF THE BIDS :

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

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

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

18. LATE BIDS :

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

19. MODIFICATION AND WITHDRAWAL OF BIDS :

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

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

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

E. OPENING AND EVALUATION

20. OPENING OF THE BID:

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

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

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

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

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

20.4. During bid opening, the covers containing original demand draft towards Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with clause no **14 and clause no 15** shall be checked and announced. The list of bidders who have submitted the original copy of the cost of Bid and Bid Security shall be prepared and announced.

20.4.1. Combined bid security for more than one work is not acceptable. If the bid security furnished does not confirm to the amount and validity period as specified in clause 14 and has not been furnished in the form specified in Clause 15, the bid will be declared non-responsive and rejected.

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

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

20.5.2. **All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that**

- “the documents as available in the portal containing---_nos of pages”
- 20.5.3. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 20.5.4. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished in Clause 3.
- 20.5.5. Immediately (usually within 3 or 4 days), the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 20.6.** The Technical evaluation of all the bids will be taken up only as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the **lowest** bidder from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per clause No. 115 shall be taken against the bidder/contractor.
- 20.7.** After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.
- 20.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.
- 20.7.2. 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.
- 20.7.3. At the time of opening of “Financial Bid”, the names of the bidders whose bids were found responsive will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.
- 20.7.4. The responsive bidders’ names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.
- 20.7.5. **Special rebate/discount offer if any uploaded to the system shall be declared and recorded first.**
- 20.7.6. The Financial bid of the bidders shall be opened one by one by the designated officers. **Procurement officer-Opensers shall sign on each page of the downloaded BoQ and Comparative Statement and furnish a certificate to that respect.** The system shall auto-generate the Comparative statement.
- 20.7.7. The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from any where.
- 20.7.8. **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.**
- 20.7.9. **System provides an option to Procurement Officer, Publisher for reconsidering the rejected bid with the approval of concerned Chief Engineer/Head of Department.**

21. PROCESS TO BE CONFIDENTIAL:

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

22. CLARIFICATION OF BIDS:

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

22.2 Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

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

- a. Whether the Bid security is confirmed by issuing institution/bank.
- b. Has submitted legible documents for evaluation
- c. Meets the eligibility criteria defined in *Clause 3* and;
- d. Is substantially responsive to the requirements of the bidding documents.

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

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

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

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

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

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

F. AWARD OF CONTRACT

24. AWARD CRITERIA:

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

24.2. The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e mail confirmed by registered letter. This letter of acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution 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.

24.3. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.

24.4. Competent Authority on behalf of Governor of Orissa reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

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

25. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS :

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

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

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

- 26.1 The competent authority on behalf of the Governor of **Odisha** does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- 26.2 All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

27. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 27.1.** In the E-Procurement Portal, the system shall generate the template of award letter, the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter, and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 27.2.** The 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.
- 27.2.1.** Following documents shall form part of the agreement.
- The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 27.2 hereof.
 - Standard Bid Document P.W.D. Form **F2/P1 as the case may be**
- 27.3.** The letter to proceed with the work shall be issued by 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.
- 27.4.** 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**, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).
- 27.5.** Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.

28. CORRUPT OR FRAUDULENT PRACTICES:

- 28.1.** The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.
- Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

29. BLOCKING OF PORTAL REGISTRATION

- 29.1.** If the registration certificate of the contractor is 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.
- 29.2.** The portal registration blocked in the ground mentioned in the above Para-29.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 29.3.** The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the officer inviting tender is required to issue intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 29.3.1.** Fails to furnish original Technical/Financial (Tender Paper Cost, EMD/Bid security) instruments before the designated officer within the stipulated date and time.
- 29.3.2.** Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 29.3.3.** Fails to execute the agreement within the stipulated date.
- 29.3.4.** 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.

30. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

30.1. UNBLOCKING OF PORTAL REGISTRATION:

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

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	-	Convenor

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

30.3 The minimum period of blocking of Portal Registration shall in no case be less than 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 account '**0059-Public Works**' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager(Tech.), State Procurement Cell.

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

30.5. After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager(Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same and if considered proper he may report to the Chief Manager(Tech), SPC alongwith 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.

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

DETAILED TENDER CALL NOTICE

1. Sealed **percentage rate** bids are invited on **ONLINE in Single cover system** from **“HT” , “MV” & “LT” Class** contractors registered with the State Governments and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the work **“Supply and Installation of 2nd Phase IP CCTV System With 90 Days Backup & Inbuilt Audio Camera in Jaleswar ADJ and JMFC Court Building, Jaleswar, Balasore.”** at an estimated cost of **‘Rs.- 1441800.00 Rupees (Twenty four Lakh forty one Thousand eight Hundred)** only. The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word **“Item rate”** shall be replaced by **“Percentage rate”** and the contract will be named as **P-1. Bids from Joint Venture are not allowed.**
- (a) This tender is of Electrical work basis and only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.
- (b) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.
2. The Bid documents are available from official website of Government: <http://www.tendersorissa.gov.in> from **10AM of 26.12.2025 up to 4.00 Hours of 07.01.2026. The last date and time of submission of Bid is as per contract data.**
3. The Technical Bid documents (Cover-I) will be opened by the assigned officer in the office of the Superintending Engineer, Balasore (R&B) Division-II at **4.30 Hours on 07.01.2026** in the presence of the bidders or their authorised representatives who wish to attend.
4. The cost of Bid documents is to be remitted online for Rs. **6000.00** towards cost of each bid respectively.
5. **The bid is to be submitted in single covers.**
- (i) **Cover-I is to contain scanned GST Registration Certificate and GSTIN, scanned copy of registration certificate, PAN card, undertaking/certificates duly filled, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN.**
- (ii) **Cover-I is to contain the price bid duly filled in and signed by the bidder.**
6. The bidder shall remit the EMD/ bid security online as part of bid of the amount as specified in the **Contract Data**. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to furnish the EMD/bid security online as specified in the **Contract Data** and as per the above terms and conditions.
- The lowest preferred bidder is required to produce documents viz original Registration, GST Registration Certificate, GSTIN, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, within five days from the date of opening of the tender (price bid). Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection.
7. (i) The Contractors are required to furnish scanned copy of evidence of ownership of principal machineries/equipments as per **Annexure-III.**
- (ii) **The provision for furnished of additional EMD/ Bid Security @ 1 % in case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the State, is hereby deleted as per Works Department Office Memorandum No 18138 dated 05.12.2018**
- (8) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of **12 (Twelve) months as mentioned in contract data** from the last date of receipt of Bid documents

8(B) Amendment to Para-3.5.19(a)(b) of the OPWD Code, Vol-I by Modification

- i) Security for the due fulfillment a contract should invariably be taken. The security may be taken in shape of N.S.C/Post Office Savings Bank Account/Post Office Time Deposit Account/ Kisan Vikas Patra/ Bank Guarantee in favour of Superintending Engineer, Balasore (R&B) Division-II, Balasore from any Nationalized Scheduled Bank in India counter Guaranteed by its local branch at Bhubaneswar/e-Bank Guarantee executed on the National e-Governance Service Limited (NeSL) Digital Document Execution Portal towards EMD/ Initial Security/ any other Security Deposit from the contractor or supplier as per Works Department Office Memorandum No. 1499 dt. 01.02.2023. .**
9. The tender should be accompanied with the **attested true copies of the Valid Electrical (“HT” , “MV” & “LT”) License issued from ELBO Govt of Odisha , valid GSTIN clearance certificate and PAN card and valid EPF Registration Certificate issued from RPFC, Bhubaneswar** which are mandatory and the original certificates are to be produced as and when required by the Superintending Engineer, Balasore (R&B) Division-II for verification other wise his/her bid shall be declared as non-responsive and thus liable for rejection.
 10. The work is to be completed in all respects within **1 (One)** Calendar Month. Tenderers whose tender is accepted must submit a work programme at the time of execution of Agreement.
 11. All tenders received will remain valid for a period of 90 (ninety) days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
 12. (i) The contractors are required to furnish evidence of ownership of principal machineries / equipments in **Schedule - 'C'** as per Annexure - 1.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment / Machinery from one site to work site when work is to be executed in Annexure - IV of Schedule-C.
 13. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last three years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule - F. Non-furnishing** of the information in **Schedule-E** and required affidavit in **Schedule – F** the bid document will be **summararily rejected**.
 14. **No Relation Certificate:**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant / Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for No Relationship Certificate is contained in a separate sheet vide **Schedule-A**.
 15. (i) Each tenderer is to submit along with tender a note regarding his experience on **similar nature of Electrical HT/LT/MV Electrical works** during last 3 years.
 16. If an individual makes the application, the individual should sign above his full type written name and current address.
 17. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
 18. If the application is made by a firm in partnership, it shall be signed by authorized designated person of the firm full type written names and current address, holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
 19. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any changes in the wordings will not be accepted.
 20. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information's should be submitted in English. The applicants name should appear on each page of the application along with his signature or the signature of his authorized representative at the bottom of each page.
 21. **In the case of Percentage Rate Tenders, only percentage quoted shall be considered. Percentage quoted by the Contractor shall be accurately filled in figures and words , so that there is no discrepancy .**
The Percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess . The Contractor will write percentage excess or less up to one decimal point only . If he writes the percentage excess or less up to two or more decimal point , the first decimal point shall only be considered without rounding off.
Where the contractor has omitted to quote the rates either in figures or in words , the Officer opening the tender should record the omission .
 22. **For a particular work a bidder can submit only one tender paper . Submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers .(W.D.Letter No. Codes-4/07 – 4985 dated . 28 .03 .2007)**
 23. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa / MORT & H and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers can not be entertained.
 24. The drawing furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good

- in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
 26. The offer of tender shall be inclusive of cost of construction and maintenance of island, ferry service, fair weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.
 27. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor..
 28. Tenderers are required to liable by fair wages clause as introduced by Govt. of Orissa, Works Department letter No.VII (R&B) 5225, dt.26-2-55 and No.II, M-56/61-28842 (5), dt.27-9-61
 29. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
 30. All special conditions & special concessions offered in the tenderer may specify clearly.
 31. Schedule of quantities are accompanied with shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
 32. **The authority reserves the right to reject any or all the tenders received without assigning any reasons there of what-so-ever.**
 33. The earnest money will be retained and dealt with as per the terms and conditions of the O.P.W.D. code.
 34. The bidder / tenderer whose bid has been accepted will be notified of the award by the Engineer-in-Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
 35. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
 36. **The contractor should be liable to fully indemnify the department of compensation under workman Compensation Act, VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.**
 37. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No. IIM-56/628842(5) Dated. 27.09.61 as amended from time to time.
 38. **In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Superintending Engineer is final and binding on the contractor.**
 39. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full for the following or similar category.
 - a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d. Fees and duties levied by the municipal, canal or water supply authorities.
 - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.

- i. **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 Superintending Engineer and DAO will remain present.**
 - ii. **Finalization of tenders where more than one bidder have quoted same percent of 9.99 % Less than the estimated cost put to tender vide Works Department Office letter No.11690 dtd.24.08.2022**
40. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms. etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rates.
 41. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
 42. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
 43. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the undersigned during office hours everyday except on Sunday and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understand that the tenders must be received in order and according to the instructions.
 44. Tenderers are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering.
 45. **No Relation certificate.**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A
 46. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents. An **affidavit** to this effect is to be furnished in **Schedule-F. Non-furnishing** of the information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected**
 47. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion.
 48. Concrete should be machine mixed unless otherwise ordered in writing by the Superintending Engineer. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
 49. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
 50. The contractor should arrange the required materials of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
 51. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
 52. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
 53. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the

Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of P-1 agreement.

54. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
55. **The contractor shall be responsible for safe custody of the materials at site and the Department will not be responsible for any loss or damage of the property at site .**
56. **The Contractor shall furnish a guarantee to the effect that all items of the work constructed and supplied by him shall be free from any defect both in terms of materials and workmanship for a period of not less than 12 months from the date of the final completion of the work and commissioning .During this period the contractor shall replace the defective materials, if any or rectify the defects.if any at his own cost as would be pointed out by the Engineer-in-charge to the satisfaction of the later.**
57. **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 department reserves the right to take such actions as it may deem fit.**
58. **The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.**
59. **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/officers .**
60. **Indemnify the Department under workman's Act & Rules :-The Department shall not be held liable to pay any compensation to any workman's compensation Act,1923 .The contractor shall have to pay the entire compensation if decided in any court of law for any injury /loss to any workman caused during the execution of contract work. If by order of any court Department pays any compensation to honour the award ,then the amount shall be recovered from the bill and security of the contractor .**

(61) (A) Amendment to Para-3.5.5(V) of the OPWD Code, Vol-I by Modification

Note(ii) 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 pledge in favour of the **Superintending Engineer,Balasore (R&B) Division-II,Balasore/ Bank Guarantee in favour of the Superintending.(R&B) Division-II, Balasore 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 Deposited/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-1 vide Works Department Office Memorandum No.14459 dtd.20.09.2018 (B) The state Govt. 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 APS in the Govt Contracts.**

In view of the above the state Govt is pleased to fix the flowing rate of APS as per Works Department Office Memorandum No.4559 dtd.5.4.2021

SI 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)

ii	From 10 % and above	150 % of(Difference between estimated cost put to tender and Bid Amount)
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- 62.A **Engagement of Labours and Age limits etc** :-The contractor shall not employ for the purpose of this contract any person who is below the age of eighteen years and shall pay to each labourer for the work done by such labourer,wages not less than the wages as specified by Govt of Odisha .The contractor shall have to comply with all labour laws and other rules in force while carrying out the work .
- B. ~~The contractor shall use approved and tested materials as approved by the Engineer-in-charge in accordance with the stipulation by TPNODL/PWD Specification i.e ISI Standard & the work as per REC Standard and the contractor shall arrange the materials at his own cost and after completion of the work ,the contractor shall clear the site along with all equipments at his own cost. Any defect & deficiency marked by the inspecting authorities of TPNODL should be complied immediately .~~
63. In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
64. The tenderer should furnish along with their tender a list of works which are at present in their hand in the prescribed proforma enclosed herewith.
65. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
66. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
67. **Terms & Conditions:- Installation of CCTV Camera Reputed manufacture/ company such as (Approved Govt. of Odisha). The Guarantee period of CCTV Camera should be minimum 3 Years(Defective light should be replaced/ repaired with free of cost within 78 hours of lodge of complain)**
68. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
69. No claim for carriage of water what-so-ever will be entertained.
70. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that, the total expenditure does not exceed one percent of the tendered cost of the work.
71. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Superintending Engineer with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
(b) **In the bid document of all developmental and infrastructure projects, it will be provided that contractor is required to use the material from authorized sources only and he is to certify for the same" Accordingly the concerned department will ensure obtaining such certificates at the time of passing the bill" vide EIC(Civil) office Letter No 44831 dt. 15.10.2018.**
72. It is the responsibility of the contractor to procure and store explosive required for blasting operation ,Department may render necessary possible help for procuring license..
73. **Amendment of existing Clauses** :-By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes , octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in –Charge of the work and his authorised subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
74. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.

75. Prevailing rate of VAT & 1% Labour Cess on the gross amount to the bill will be deducted from the contractor bill, as per rule.
76. **The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Superintending Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited as the revenue of concerned department.**
77. Under no circumstances interest is chargeable for the dues or additional dues if any, payable for the work.
78. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
79. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be required by the concerned Superintending Engineer.
80. **EPF :- Each tender should be accompanied with the attested photo copy of the valid EPF Registration certificate issued from RPF, Bhubaneswar or submit an affidavit that he will follow the employees provident fund and misc provision Act, 1952 and rules/schemes made there under. In that affidavit, the concerned contractor will state that in case he is awarded with the contract, then he will submit after execution of work and before payment of any bill, the detail list of labourers such as their (i) name, (ii) father's name, (iii) place of permanent residence, (iv) statement of wages paid to them till the completion of the contract work. In the said affidavit the contractor shall also state that the Superintending Engineer, Balasore (R&B) Division-II will be at liberty to deduct about 26% of the labour component amount of the contract and shall be kept as an additional security. As soon as the contractor will submit the EPF registration certificate, then the Additional security to be held by the corporation will be released to the contractor without any interest subject to fulfillment of other compliances/conditions. The contractor who have valid EPF registration certificate may not submit the affidavit but submit only attested photocopy of the same and in that case no additional security will be deducted from their work bill.**
81. Full refund of security deposit is to be made one year after the date of completion provided final bill has been paid and defects if any rectified.
82. From the commencement of the works to the completion of the same, the road/bridge is to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damaged to properly happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damaged so caused, will have to be made good by the contractor at his own cost.
83. **The Electrical Supervisor & Lineman mentioned on the license must supervise the work at site.**
84. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary, for which arrangement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra rate will be paid to the contractor for the above rental charges etc. His rates in the tender for other items shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
85. **The Liaison with TPNODL Authority and the Electrical Inspector regarding permission and inspection respectively will be done by the contractor. The contractor has to deposit the required amount / inspection fees and processing fees to concerned department on behalf of the Superintending Engineer, Balasore (R&B) Division-II, Balasore. The same amount be paid/incorporated in the final bill on production of money receipt.**
86. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in-charge every month.
87. **Before commissioning the work, the materials shall be inspected by the JE(Elect) & AE(Elect) in charge and the Superintending Engineer. The contractor should furnish two copies of test certificate at his cost. All the materials to be used in work should have prior approval of the Engineer-in-charge and confirm the specification of TPNODL.**

88. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the **P-1 Contract**.
89. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa Detailed Standard Specification, Orissa P.W.D. Code, Bridge code and REC Standard with latest revision / amendment are also binding on the part of the contractor.
90. No part of the contract shall be sublet without written permission of the concerned Superintending Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
91. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
92. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
93. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas, land, approach road to the bridge site etc. are the responsibility of the contractor.
94. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
95. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
96. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month.
97. Deleted
98. **Condition for issue of plant & machinery to contractor on hire** :- Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor

99. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
100. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
101. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
102. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.
103. **ADDENDUM TO THE CONDITION OF P-I CONTRACT**

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

2.1. Progress of work and re-scheduling programme.

2.1.1 The Superintending Engineer/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 the contract.

2.1.2 Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in.-charge for approval a Programme commensurate to **Clause no. 2.1.3** showing the general methods, arrangement, and timing for all the activities in the Works along with monthly cash flow forecast.

(i) All Dismantled Materials should be returned to TPNODL Store by the Contractor after completion of the work .

(ii) **The Tenderer who have the work in hand awarded by this office should have completed & handed over in all respect duly inspected by the competent Electrical inspector can only be participated in the tender.**

(vi) Tenderer should visit the site to assess the quantity of work to be executed consulting the TPNODL authorities & Superintending Engineer ,(R&B) Division-II , Balasore

(iii) The authentic receipt of the purchase materials must be produced by the contractor before the Superintending Engineer, Balasore Electrical Division , TPNODL for verification .

(iv) The work must be completed in the stipulated time period I,e for LT Category within 7 days , for 11 KV within 15 days and for 33 KV work within 30 days.

(v) After completion of the work, joint verification should be done by JE, SDO & the Contractor and the joint completion certificate should be submitted to the Superintending Engineer, **Balasore Electrical Division , TPNODL.**

(vi) The work to be executed under the supervision of the TPNODL and the contractor has to obtain a completion certificate from the TPNODL Authority after completion of the work .

(vii) Power supply may be effected observing OERC guide lines

105. **ELIGIBILITY CRITERIA:-**To be eligible for qualification, applicants shall be furnish the following:

(A) Required **E.M.D** as per the **clause No.08.**

(B) Copy of **valid Registration Certificate / “HT” , “MV” & “LT”** contractor & supervisors license issued from ELBO. Govt. Of Odisha., **valid GSTIN clearance certificate, PAN card and Valid EPF registration certificate along with the tender documents and furnish the original Registration certificates/H.T License, GST clearance certificate and PAN card,** for verification after opening of tender before tendering authority as per Clause No. 09.

106. The terms & conditions stipulated are comprehensive but not exhaustive. All other terms & conditions as laid down in OPWD Code Vol. I & II & Govt. Circular in force shall also be applied for selecting a tender for award of work rejected.

Total:- 106 (One Hundred Six) Clauses only

Signature of Tenderer

GENERAL CONDITIONS

1. Drawings & Specifications

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost.

Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorized representative shall at all reasonable times have access to the same.

2. Contractor's Responsibility.

a) The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.

b) Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in-charge immediately for his decision All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.

c) All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in charge before incorporation in the works.

d) The Engineer-in-charge may from time to time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of

manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.

e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.

g) **Alteration / Addition & Omissions**

The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or allot followings : .

a) Increase or decrease the quantity of any work included in the contract.

b) Omit any such work.

c) Change the levels, lines, position and dimensions of any part of the works, and

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

e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not vitiate the contract, but he adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

4. Valuation of variations

a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all. items or works in the prices schedule as also for valuation of variation.

b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtues of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus 15 (fifteen) percent towards overheads.

5. The Offers are also to include

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

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

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

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

e) De-watering as required and directed.

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

g) Curing of ail concrete and cement works as per specification and direction,

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

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

j) To provide water and power required for construction testing and commissioning,

k) Testing of materials and works as per specification and direction

AFFIDAVIT

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

(Signature of Tenderer)

Title of Officer

Name of Firm
#AFFIDAVIT

I, the undersigned, do hereby certify that all the statements made in the required attachments enclosed with the bid for the work are true and correct.

The undersigned also hereby certify that neither our firm M/s _____ have abandoned any work in the State or in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this Bid.

The undersigned hereby authorize (s) that the department can seek information from any bank, person, firm or corporation to furnish pertinent information deemed necessary to verify statements or information regarding my (our) competence and general reputation.

The undersigned here by undertake to furnish any further qualifying information at the request of the Department/Project implementing agency.

The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the Bid.

(Signed by an Authorized Officer of the Firm with Seal)

Title of Officer

Name of Firm

Date:

The affidavit is to be furnished in court paper incorporating the statements mentioned above.

BIDDERS CONTACT INFORMATION

Name of the Bidder : _____

Class : _____

Address : At- _____

P.O. _____ PS _____

Dist: _____ Pin:----- Telephone No.

: _____

Mobile No. : _____

E-mail Id : _____

*** (- attached to the last page of the bid documents in Cover - 1)*

Total: - 40 (Forty) pages only

Approved for 40 (Forty) pages only

Sd/-

Superintending Engineer

Balsore (R&B) Division-II