

Tender Call Notice No.

23/OPHWC/2023-24

BID DOCUMENT

**FOR
COMPOSITE TENDER OF BUILDING WORKS**

**NAME OF THE WORK:
DIFFERENT WORKS**



CHIEF ENGINEER

**The Odisha State Police Housing & Welfare Corporation Ltd., Janpath,
Bhoi Nagar, Bhubaneswar – 22.**

INDEX

SL.NO	PARTICULARS	PAGES
01.	INVITATION FOR BID	3-8
02.	INSTRUCTION TO BIDDERS	9-28
03.	CHECK LIST FOR REFERENCE OF BIDDER	29-30
04.	CONTRACT DATA	31
05.	DTCN	32-77

COVER-I

TECHNICAL BID DOCUMENTS

**The Odisha State Police Housing & Welfare Corporation Ltd., Bhubaneswar
INVITATION FOR BIDS (IFB)**

Tender Call Notice No.- 23/OPHWC/2023-24.

1. The Chief Engineer, The Odisha State Police Housing & Welfare Corporation Ltd., Bhubaneswar invites **Percentage Rate bids** in **double cover** system in **online mode** for the construction of works as detailed in the table, from the class of eligible contractors as mentioned in column - 7(seven) registered with the State Governments and contractors of equivalent Grade/ Class Registered with Central Government/ MES/ Railways/CPWD for execution of civil works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work as per prevalent registration norms of the state.

2. The bidders may submit bids for the following works.

Sl. No	Name of the work	Approximate Estimated Cost(Rs.)	EMD/Bid Security (Rs.) (online mode)	Cost of Bid document Inclusive of 18% towards GST (online mode)	Period of completion	Class of Contractor
1	2	3	4	5	6	7
Double Cover (NOTICE NO. 23/OPHWC/2023-24)						
1	Cluster for 1.Constn. of Academic Building-I (G+3) at- Berhampur University, 2. Constn. of Academic Building- II (G+2) at Berhampur University and 3.Constn. of COE Office & Valuation Zone (G+2) at Berhampur University.	₹ 7,69,79,005.00	₹ 7,69,800.00	₹ 11,800.00	12 Months	A Class & Spl. Class
2	Construction of Additional Revisional Court Building Board of Revenue at Jajpur.	₹ 3,23,82,368.00	₹ 3,23,800.00	₹ 11,800.00	06 Months	A Class
3	Construction of Additional Revisional Court Building Board of Revenue at Keonjhar.	₹ 3,03,07,778.00	₹ 3,03,100.00	₹ 11,800.00	06 Months	A Class
4	Cluster of 1.Constn. of 1 No. E type Qtrs. at Dharmasala F.S., Jajpur and 2.Constn. of 6 Nos. F type Qtrs. at Dharmasala F.S., Jajpur	₹ 1,66,85,800.00	₹ 1,66,900.00	₹ 11,800.00	12 Months	B Class & A Class
5	Cluster of 1.Constn. of 1 No. E type Qtrs. at Sukinda F.S., Jajpur and 2.Constn. of 6 Nos. F type Qtrs. at Sukinda F.S., Jajpur	₹ 1,62,61,514.00	₹ 1,62,600.00	₹ 11,800.00	12 Months	B Class & A Class

N.B. - The quoted rate should be all inclusive but Excluding G.S.T. as applicable Under works contract.

Requirements under Goods & Service Tax Act.

- i. The supplier of goods or service or both shall submit the tax invoice for release of payment and the tax invoice should include all the particulars and contents as required under section-31 of the CGST/SGST/IGST/UTST Act, 2017 read with rules made there under, including the followings:
 - a. Correct Name, Address & GST No. of both the Supplier and recipient.
 - b. "Tax Invoice" should be clearly mentioned on the invoice copy.
 - c. GST should be clearly mentioned separately.
 - d. Correct classification of supply of goods, services or both should be made.
 - e. Nature of supply whether it is interstate or intra state should be mentioned.
 - f. Place of supply should be mentioned.
 - g. Prevailing rate of tax should be clearly mentioned.

- h. Levy of Tax whether as forward charge or reverse charge should be mentioned.
 - i. The supplier shall submit a original copy of Tax Invoice to the Corporation (OSPHWC).
 - A. The supplier shall declare that the tax so collected from the Corporation will be duly discharged either by using input tax credit or paid as per provisions under GST Act.
 - B. The supplier shall declare that the supply date as mentioned in the invoice will be disclosed correctly in the relevant monthly return (such as GSTR-1, GSTR-2, GSTR-3, GSTR-3B and other relevant forms).
 - C. Corporation is a registered dealer/assesse under GST Act and having GST No- 21AABCT7853N2ZZ . It has to claim Input tax credit for GST paid to the contractors/vendors against its output tax liability. Therefore, respective GST returns should be filed under B2B Category.
 - D. The supplier shall also agree that he will compensate for input tax credit if not allowed to Corporation due to non-disclosure or improper disclosure in the aforesaid returns as required under GST Act.
 - E. If the supplier is unregistered under GST Act., in that case the supplier should submit an undertaking that his turnover is within the threshold limit.
 - F. Anti-profiteering clause. : The supplier should declare that the benefit on account of change of rate of GST and input tax credit will be passed on to Corporation by way of reducing the contact prices and there shall not be any double taxation.
 - G. As and when GST Law requires deduction of withholding tax i.e., TDS under section 51 of GST Law, Corporation shall deduct such tax as per prevailed provisions.
 - H. Supplier of goods shall issue way bill as and when required as per provisions of GST law for supply of goods.
3. 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 the website: www.tendersodisha.gov.in.
 4. The cost of bid document and EMD/Bid Security as specified for the work in col. No.- 4 & 5 above shall be deposited in online as per instruction in the portal.
 5. The Bid documents will be available in the website: www.tendersodisha.gov.in from **Dt.16.11.2023 to 17:00 Hours of Dt.30.11.2023** for online bidding.
 6. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
 7. Bids shall be received only “on line” on or before **Dt.30.11.2023 up to 5.00P.M.**
 8. Bids received on line shall be opened at **11.00 A.M. on Dt.01.12.2023** in the office of the **Chief Engineer**, OSPH&WC in the 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.
 9. After opening of the Financial bid, the original documents of the successful lowest bidder as per requirement of the DTCN will be verified at the offices of the undersigned within 5 (five) working days of opening of the bid.
 10. Other details can be seen in the bidding documents.
 11. The authority will not be held responsible for any technical snag or network failure during on-line bidding.
 12. The bidder may ask questions in our e-mail Id- ophwc.od@nic.in / tender@ophwc.com from **Dt.16.11.2023 to 5.00 P.M. of Dt.20.11.2023** related to the tender for clarification .
 13. The authority reserves the right to cancel any or all bids without assigning any reason.
An affidavit is to be furnished by the contractor/bidder at the time of submitting bid document that he is not blacklisted/defaulted contractor. The authority reserves the right to reject any or all bids without assigning any reason thereof & can impose any conditions as deemed proper before finalization of tender.
 14. ***The provision of chowkhats & shutters shall be procured as per size and specification from nearest Panchayat Industries Office .***
 15. ***All future correspondence with the bidder are to be made through his/her registered email Id only.***

PROFORMA OF APPLICATION FOR TECHNICAL QUALIFICATION

SL. No.	CRITERIONS	
01.	Name of the Organization and Name of the person authorized:	
02.	Address (with Phone/ Cell No., if any):	
03.	Year of Establishment:	
04.	Status of the firm whether Company/Firm/Proprietary): (Enclose Certificate):	
05.	Name of Directors/ Partners/ Proprietor:	
06.	Whether registered with the Registrar of Companies / Registrar of Firms. If so, mention number and date. Enclose copy of the Certificate.	
07.	Mention GST/GSTIN Registration No. and date: (Enclose copy of the Certificate.	
08.	Mention PAN number :(Enclose copy of the Certificate.)	
09.	If, you are registered in the panel of other Organizations/ Statutory bodies such as CPWD, OPWD, MES, BANKS, Other Govt. Organization etc. furnish their names category and date of registration (including copies of the License/ Regd. Certificate)	
10.	<p>The bidder must satisfy at least one of the following conditions during the last 5 years. Certificate from the concerned Authority not below the rank of Divisional Engineer/ Ex. Engg./Project Manager must be enclosed. He/She should have executed: <i>(The current price level for similar nature of work will be taken into consideration as per escalation factor mentioned in DTCN Clause no-12)</i> .</p> <p>a. 3 similar nature of building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 40% of the bid value.</p> <p>b. 2 similar nature of building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 50% of the bid value.</p> <p>c. 1 similar nature of building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 80% of the bid value.</p> <p>However, MEP stands for Mechanical, Electrical and Plumbing which is an integral part of a building project. These are the three aspects linked to every building project that includes Design, Construction and deal with the setup, functioning & maintenance of the three major elements of a Building Project.</p> <p>However, if the bidder does not have experience in installation of lift and Heating Ventilation Air Conditioning(HVAC) shall not be disqualified.</p>	

11.	Annual turnover in any of the preceding 5 years should be the bid amount after due indexing. (Applicable for works costing above 3.00(three) crores). (Please enclose Audited Balance Sheets / Profit and loss account)	
12.	The bid capacity of the qualified bidders meeting minimum qualification should be evaluated as per following:- (Applicable for works costing above 3.00(three) crores). <u>Bid Capacity</u> : 'C' = A x N x 2 – B, Where, A = Maximum value of Civil Engg. Works executed in any year in preceding 5 yrs. (As per DTCN). N = No. of year prescribed for completion of works for which bids are invited. B = Value of works in hand at present price level.	
13.	Copy of M.O.U. duly notarized for the work with eligible Registered Electrical Contractor having valid H.T./ L.T. license for execution.	
14.	Copy of M.O.U from experienced Firefighting Installation Contractor .	
15.	Declaration regarding near relatives working in the OSPH&WC/Home Department.	
16.	Previous Experience in execution of Building works with MEP the cost of which is more than the bid value of this tender (Documentary Evidence to be enclosed). i.One Project (10 Marks) ii.Two Projects (20 marks) Note - Maximum two (02) projects will be considered during the evaluation process in Technical Point of Presentation.	
	N: B: A. The applicants are advised to furnish documentary evidences in support of all their statements to the extent feasible. B. The applicants may attach/enclose separate sheets of paper (information), duly certified, wherever required. C. The pre-qualification shall be done strictly on the basis of merit and solely at the discretion of the Corporation D. The corporation will give preference to contractors having worked in disturbed areas.	

This proforma will also form a part of bid document.

Note:- . After Technical Evaluation, the qualified bidders have to deliver a Technical presentation indicating the Concept Planning along with Presentation of proposed project with all details & Methodology which should include programme of Construction backed with equipment planning and deployment duly supported with broad calculation and quality assurance procedure proposed to be adopted justifying their capability of execution and completion of work as per Technical Qualification within the stipulated period of completion.

The Technical Presentation of the bidders shall be evaluated by the Expert Technical Committee on the basis of the evaluation criteria mentioned in Clause no-110(m).

for The Odisha State Police Housing and Welfare Corporation. Ltd.

Sd/-
Chief Engineer

Instruction to Bidders for e-procurement

PART-I **A. GENERAL**

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1.** The authority belonging to the major discipline is competent to invite tender of composite bids. He may also nominate the **Executive Engineer/Divisional Engineer** who will deal with all matters relating to the bids in the invitation of bids.
- 1.2.** For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 1.3.** 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 **Chief 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.
- 1.4.** 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.
- 1.5.** The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6.** Throughout these bidding documents, the terms ‘‘ bid and tender‘’, ‘‘EMD and Bid Security’’ and their derivatives (bidder/tenderer, bidding / tendering, etc.) are synonymous.
- 1.7.** 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 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, Valid GST certificate/GSTIN (for procurement of goods) 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 **Chief Engineer**, OSPH&W C for verification within 5(five) working 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.
- 1.8. 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)/GST Certificate/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 & 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. 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.

1.8.1. Furnishing Scan copy of such documents are mandatory along with the tender document otherwise his/her bid shall be declared as non-responsive as thus liable for rejection. Bidder participating through M.O.U shall declare the authorized signatory through memorandum of understanding duly registered and enroll in the portal in the name and style of the company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

1.8.2. 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.

1.8.3. 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.

1.8.4. The tender documents uploaded by the Tender Inviting Officer in the website www.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/Guest Users can view or down load the bid documents from the web site only after the due date & time of sale.

1.8.5. Contractor exempted or availing concession 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 to the Chief Engineer, OSPH&WC, Bhubaneswar along with other originals for verification as detailed in para 1.7 above.

1.8.6. The software application has the provision of payment of cost of tender document and that of EMD (bid security) through payment gateways of authorized bankers by directly debiting the account of the bidder.

1.8.7. 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 online 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.

1.8.8. 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 Odisha in the concerned Department and Deputy Manager & above in OSPHW C, Bhubaneswar, 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 Offices/ 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.

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 for verification in the office of Chief Engineer, OSPH&WC, Bhubaneswar within 5(five) working days of opening of the financial-bid. Bids from Joint ventures are not acceptable.

3.2. The bid shall include following information and documents.

- (a) Copy of valid contractor's registration certificate, PAN card, GST Registration certificate & GSTIN 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 if 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) The contractor intending to use/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/ lease deed and duration of such contract.
- (g) Copy of sub-contract agreement with eligible Registered Electrical Contractors having valid L.T. / H.T. license (Associated with the sub-contractor).
- (h) Details of work under progress as per tender documents.

- (i) Details of works executed during the last five years and works in hand (list of on-going works as per bid documents).
- (j) Schedule-E as per Cl.No-14 of DTCN.
- (k) Schedule-F as per Cl.No-14 of DTCN.

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.
any other local taxes ferry, tollage charges and royalties and any other charges Excluding GST as applicable under works contract.
- 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: (Revised/substituted as per Works Deptt. Office Memorandum No.12366 dt.8.11.2013)

- 6.1. Every bidder is expected before quoting his rate to inspect the site of proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints in future date that the availability of materials at quarries has been misjudged can not be entertained. Bidders are advised to 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 an 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 tender call notice.

6.4. **Establishment of Field Laboratory at Site is mandatory before Commencement of the work.**

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 download 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 download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings or other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his qualification information and Bill of Materials 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 a 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 materials, 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 a 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. If the same are uploaded without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and submit 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/corrigendum/cancellation** thus issued shall be part of the bidding documents and shall be notified in the website www.tendersodisha.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 location 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.

A. **Cost of “Bid document” & “Bid Security”** shall comprise

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

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 up to 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. “If more than one bid is quoted at same percentage (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the Tender Accepting Authority will select the Bidder having highest average Annual Financial Turnovers of immediately preceding consecutive three financial years. The bidder should submit audited Balance Sheets / Financial statements or Accounts certified by Chartered Accountant with UDIN number of ICAI towards the proof of Turnover.

In case the bidder does not have proof of Annual Financial Turnover of any one financial year as stated above, then the Annual Financial turnover of one year preceding consecutive three years will be considered for selecting the Bidder and towards the proof of turnover, the bidder should submit audited balance Sheets / Financial statements or Accounts certified by Chartered Accountant with UDIN number of ICAI”.

12.5. The bidder shall bid for the whole works as described in the Bill of Quantities.

12.6. 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.

12.7. All duties, taxes, Excluding GST as applicable under works contract 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/ Corporation will not entertain any claim whatsoever in respect of the same.

12.8. In the case of any bid where quoted percentage of rate appears 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.

12.9. 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.

12.10. The **contractor shall** confirm in all respects, by giving all notices and paying all fees, with the provisions of:

- (i) Any national or State Statue, 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) PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENT :-

15.1 The Bidder shall furnish, as part of his Bid, cost of Bid document and Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of cost of Bid document and bid security within the designated period shall debar the bidder from participating in the online bidding system. 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.

15.2 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”***.

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

15.4 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.

15.5 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 as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

15.6 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. The bid security of unsuccessful bidders will be returned after 28 days of the end of validity period specified in sub-clause 14.1.

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

15.1. 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 cannot 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, GST, PAN, Registration Certificate, Affidavits, M.O.U agreement, 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 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.

16.9. 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.

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

16.11. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

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

16.13. 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.

16.14. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the Submission of bids declared as a holiday for the Officer Inviting the Bid.

16.15. 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.

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.

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

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

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

18. 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 within the pre-defined time of receipt, the system shall consider only the last bid submitted.

19.2. 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 citing reasons for withdrawal and upload 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 their public keys and can be decrypted only on or after the Bid Opening due date. The bid opener's 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".

20.5. 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. 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.

- 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.** The electronically submitted bid will be taken up for evaluation with respect to 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.
- 20.5.6.** 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.
- 20.5.7.** The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.6.** 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 of DTCN 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. 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.
- 20.7.1.** 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.
- 20.7.2.** The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 20.7.3.** 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.
- 20.7.4.** 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.

20.7.5. 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. 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 anywhere.

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

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

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. **However the bidder is allowed to submit any additional document, if asked for by the officer inviting the bid, 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. Has submitted legible documents for evaluation.
 - b. Meets the eligibility criteria defined in *Clause 3* and;
 - c. 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.

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

- 24.1 The competent authority on behalf of the OSPH&WC 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.
- 24.2 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.

F. AWARD OF CONTRACT

25. AWARD CRITERIA:

- 25.1. 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.
- 25.2. The Employer/Tender inviting Authority 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.
- 25.3. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Tender inviting Authority
- 25.4. Competent Authority on behalf of OSPH&WC 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.
- 25.5. 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.
26. 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.
- 26.1 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 within the stipulated period mentioned under clause 27.2, his bid security shall stand forfeited.

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 successful bidder shall within 7 days of issue of letter of acceptance, furnish the Performance security as per clause-34(ii) of DTCN & additional Performance security (if any) within 7 days of opening of the financial bid as per clause-4(ii) and 29(iii) of DTCN in the prescribed form. The successful bidder shall sign the agreement within 15 days of issue of Letter of Acceptance along with work programme, failing which the **Chief Engineer** 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.

- a. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 27.2 hereof.
- b. 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 **Chief Engineer**, OSPH&WC 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 **Chief Engineer** of the major component **of the work** on behalf of the OSPH&WC.

27.5. Upon signing of the agreement by the successful bidder, the **Chief Engineer**, OSPH&WC will promptly notify the other bidders that their bids have been unsuccessful.

28. CORRUPT OR FRAUDULENT PRACTICES:

28.1. The **Chief Engineer** 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. 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. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

29.3.2. Fails to execute the agreement within the stipulated date.

29.3.3. 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 OPW D Code, Volume-II.

29.3.4. Fails to furnish original documents as required under DTCN before the designated officer for verification within the stipulated date and time.

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 Superintending 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 advice 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 along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/unblocking. If the committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

PART-II
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 e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

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

a) Log on to e-Procurement Portal: The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) Uploading of Prequalification/Technical/Financial bid: The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

c) Electronic payment of tender paper cost and EMD: Then the bidders have to select and submit the bank name as available in the payment options

i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) Bid submission: Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

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

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

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

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

8. Forfeiture of EMD :

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

a) In case the Earnest Money Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.

b) The Tender inviting authorities of the Government Departments will deposit the forfeited Earnest Money Deposit on submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed

Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments /State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.

f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day

h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.

b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

c) NIC will provide an interface to organizations 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 authorized 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 :

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

14. Applicability and modification of existing rules / orders:

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

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

ANNEXURE-I

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

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

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the work:

Sl No.	Particulars	Reference to Clause No.
1.	Cost of tender paper in online mode only	D.T.C.N Clause No.04
2.	E.M.D/Bid Security	D.T.C.N Clause No.06
	or	
	E.M.D/Bid Security in case of deploying machineries outside the State	D.T.C.N Clause No.06 & Clause No.6 &13
3.	Copy of valid Registration Certificate	D.T.C.N Clause No.07
4.	Copy of valid GST/GSTIN Registration certificate	D.T.C.N Clause No.07
(A)	Copy of valid GSTR-1 of the preceding month of tender date i.e dt. Dt.16.11.2023	D.T.C.N Clause No.07
5.	Copy of PAN Card	D.T.C.N Clause No.07
6.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.15
7.	Works Experience-	D.T.C.N Clause No.11
(A)	List of projects executed that are similar in nature to the work (Schedule-D1)	
(B)	Works in hand-List of projects in progress that are similar in nature to the work (Schedule-D2)	
8.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.14
(A)		
(B)	Affidavit (Schedule-F) duly notarized	D.T.C.N Clause No.14
9.	Bid Capacity Total value of Civil engineering construction work perform in the last 5 years with certificate from Chartered Accountant. Statement showing the value of existing commitments and ongoing works as well as stipulated period of completion counter signed by executive engineer/Divisional Engineer/Project Manager in Schedule-G. non submission of the information in Schedule –G will liable the tender for rejection. These stipulations shall apply to all works above Rs.3 crores.	D.T.C.N Clause No.12
10	M.O.U with Electrical contractor duly notarized	D.T.C.N Clause No.10
11(A)	Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 80% marks to be obtained). (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices/ required sale deed in case of 2 nd purchase/ required lease deed with ownership document of the leaser duly attested)	D.T.C.N Clause No.13
	List of plants and equipment's	Requirement
(i)	Truck/Tipper	4 Nos.
(ii)	Concrete Mixer	2 Nos.
(iii)	Needle Vibrator	2 Nos.
(iv)	Plate Vibrator	2 Nos.
(v)	Water Tanker	2 Nos.
(vi)	Generator	2 No.
(vii)	Complete staging, shuttering, centering arrangement c. For steel shuttering – Not older than 5 years d. For wooden/Ply shuttering – Not older than 2 years (No marks will be awarded if the shuttering material area is less than 1000 sqm)	1000 Sqm
(viii)	Ready mix Concrete batching plant	1 No.
(ix)	Tre mix concrete. Flooring/VDF machine	1 No.
(B)	Certificate by the Executive Engineer/Divisional Engineer under whom the machineries/equipment's are deployed as per Annexure-III of Schedule-C	D.T.C.N Clause No.13

(C)	Time Schedule for movement of equipment's / machineries available with the tenderer from one site to work site as per Annexure-IV of Schedule-C	D.T.C.N Clause No.13
12.	M.O.U Agreement	D.T.C.N Clause No.10

13 SPECIAL CONDITION :-

a. Non-submission of the required documents as specified in clause No.110of the DTCN, the bid will be liable for summarily rejection.

b. The contractor intending to hire/lease equipment's / machineries are required to furnish proof of ownership from the authorized person of the company with due power of attorney (copy to be enclosed) / owner providing equipment/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 as mentioned in contract data from the last date of receipt of Bid documents, Otherwise the bid will be liable for summarily rejection.

**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD., BBSR-22
CONTRACT DATA**

A. GENERAL INFORMATIONS

Sl. No.	Particulars	Details
1	Bid Identification No.	23/OPHWC/2023-24
2	Name of the Work (Clause No.1 of DTCN)	As Per Column No. 2 in IFB
3	Officer inviting tender	Chief Engineer
4	Accepting Authority	Chief Engineer
5	Estimated Cost (Clause No.1 of DTCN)	As Per Column No. 3 in IFB

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion as per clause 8 of DTCN	As Per Column No. 6 in IFB
7	Last Date & time of submission of Bid (Clause No. 2 of DTCN.)	Dt.30.11.2023 up to 5:00P.M
8	Cost of Bid Document (Clause No. 4 of DTCN.)	Rs. 11,800/- (As per column 5 of IFB)
	i To be remitted online	Rs. 11,800/-
9	Bid Security (Clause No. 6 of DTCN.)	As Per Column No. 4 in IFB
	i To be remitted online	Rs. 7,69,800.00
10	Additional Performance Security (when the bid amount is less than the estimated cost put to tender) as per clause No.29(iii) & 4(ii) of DTCN to be submitted within 7(seven) days of opening of financial bid and ISD as per cl.No-34(ii) of DTCN to be submitted within seven days of issue of letter of acceptance for fulfillment of contract in the OSPH&WC, Bhubaneswar.	
I	Amount	Differential cost (Estimated cost put to tender -The quoted amount)
ii	Pledged in favour of	The Odisha State Police Housing & Welfare Corporation Ltd.
iii	payable at	Bhubaneswar
iv	Type of instrument	In shape of Bank Draft/Bank FD/Post Office SB Account/NSC/Post Office Time Deposit Amount
11	Date and Time of Opening of the Bid	Dt.01.12.2023 at 11:00 A.M
12	Bid validity period (Clause No. 9 of DTCN.)	90 days from last of submission of bid.
13	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 13 (v) of DTCN.	As Per Column No. 6 in IFB i.e. for 12 months
14	Currency of Contract	Indian Rupees
15	Language of Contract	English

DETAILED TENDER CALL NOTICE

1. The **Percentage** tender rate bids are invited in **double cover system** from **different class** contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of Composite Building 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 different works.
 - (a) This tender is on Composite 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.
 - (c) 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.
2. The Bid documents are available in the website: www.tendersorissa.gov.in from **Dt.16.11.2023 to 5.00 P.M. of Dt.30.11.2023** for online bidding.
3. The Technical bid documents (Cover-I) will be opened by the assigned officer in the office of the **Chief Engineer, OSPH&WC, Bhubaneswar** at **11:00 A.M. on Dt.01.12.2023** in the presence of the bidders or their authorized representatives who wish to attend.
4. (i) The cost of Bid documents in online mode shall be transferred **for Rs. 10,000.00 & Rs.1,800.00 towards cost and GST** of each bid respectively. Money should be transferred online on or before the last date of receipt of the Bid.
(ii) When the bid amount is less than estimated cost put to tender, the cost of Additional Performance Security in shape of Demand Draft/Term Deposit Receipt in favour of **The Odisha State Police Housing & Welfare Corporation Ltd. Payable at Bhubaneswar** is to be submitted in the office of **Chief Engineer, OSPH&WC, Bhubaneswar** by the successful bidder who shall deposit the same within seven(7) days of opening of the financial Bid and ISD within seven days of issue of letter of acceptance as required under clause -34(ii) of DTCN or else the bid of the successful bidder would be cancelled and the security deposit would be forfeited .If permissible in law further proceedings for black listing would be initiated as per law .
5. The bid is to be submitted in two covers.
 - (i) Cover-I is to contain scanned EMD, Cost and **GST** of bid document, scanned copy of registration certificate, PAN card, **valid GST registration certificate**, undertaking/certificates duly filled, affidavit, work experience certificate duly certified by the concerned Divisional head and other documents required as per the relevant clauses of this DTCN including M.O.U (duly notarized) with eligible registered Electrical Contractor.
 - (ii) Cover-II is to contain the price bid duly filled in and signed by the bidder.
6. **The amount towards Bid security/EMD of 1% of the amount put to tender as specified in IFB should be deposited online as per instruction in the portal.**
7. The intending bidders are required to produce documents viz original Registration, valid GST/GSTIN registration Certificate, valid **GSTR-1 of the preceding month of tender date i.e Dt.16.11.2023**, 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, preferably within 5(five) working days from the date of opening of the tender. 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.
8. The work is to be completed in all respects within the time period as specified in the Contract Data. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.

9. All bids received will remain valid for a period as specified in the Contract Data after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
10. (i) **The Firms / Contractors in order to take part in the tender should enter into an M.O.U duly notarized with eligible registered electrical contractor having valid H.T / M.V electrical license issued by ELBO for execution of electrical installation & other electrical works and a copy of such M.O.U should be attached with the tender documents. A copy of electrical license should also be enclosed with the tender papers, the original of which need to be furnished during verification. The above M.O.U is not required in case of the Firms / Contractors having valid H.T. / M.V. electrical license issued by ELBO with the same name & style. Joint Venture Agreement are not allowed.**
 - (ii) **The contractor shall stand for comprehensive warranty against defective materials / manufacturing defects and bad workmanship for the entire work carried out by him for a period of 24 (Twenty-Four) calendar months from the date of successful handing over of the work to the concerned User Authority & make good /repair/replace the faults during this period without any extra cost, failing which the same shall be got done at the risk and cost of the contractor. The contractor shall attend the complaints / breakdown relating to the entire work carried out by him on call basis.**

The Engineer shall give notice to the contractor of any defects before end of the comprehensive warranty period, which begins from the entire system becomes operational and handing over to the concerned user authority and continues for next 24 (Twenty-Four) calendar months. The comprehensive warranty period shall be extended for as long as defects remain to be corrected. Every time notice of defect is given, the contractor shall correct the notified defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the defects corrected and the contractor will pay the amount.
 - (iii) **Payment of bill will be made only after successful completion of the work in all respects i.e. Supply, Installation, Testing, Commissioning, Inspection of the entire electrical & electrical related works by the concerned Electrical Inspector & submission of Inspection report and handing over of the work to the concerned user authority.**
 - (iv) **The EMD and the Security money (deducted @ 5% from the contractor's claim/bill) will be refunded after successful completion of the comprehensive warranty period.**
 - (v) **The bidder shall furnish N.O.C from Concerned Authority for firefighting works after completion of the work .**
 - (vi) **The bidder shall produce an M.O.U from experienced Firefighting Installation Contractor at the time of submission of bid.**

Eligibility of Firefighting Contractor – A Person/Firm/Company who has completed firefighting Installation work of Building/Industries/Premises Successfully and obtained valid fire safety certificate from Odisha Fire Services as per existing rule. The Cost of this job should not be less than 10 lakhs for each project

The Project Manager, Electrical concerned shall be responsible for proper and timely execution of their respective items of works and implementation of the terms and condition of the contract. The contractor shall be bound to receive and act as well according to the direction of the Engineer-in-Charge for General Electrical/General Public Health Authority concerned along with the concerned Joint Manager.

11. The tenderer shall furnish along with their tender a list of works executed during the last **five years** duly certified by the concerned authority not below the rank of **Executive Engineer/Divisional Engineer/Project Manager** indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of schedule-D1 and D2 on online.

The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge not below the rank of an **Executive Engineer/Divisional Engineer/Project Manager**:

1. 3 similar nature of building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 40% of the bid value.

2. 2 similar nature of building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 50% of the bid value.
3. 1 similar nature of building works with Mechanical, Electrical and Plumbing(MEP) components each costing not less than or equal to 80% of the bid value.

However, MEP stands for Mechanical, Electrical and Plumbing which is an integral part of a building project. These are the three aspects linked to every building project that includes Design, Construction and deal with the setup, functioning & maintenance of the three major elements of a Building Project.

However, if the bidder does not have experience in installation of lift and Heating Ventilation Air Conditioning(HVAC) shall not be disqualified.

The current price level for similar nature of work will be taken into consideration as per escalation factor mentioned in DTCN Clause no-12.

12. Bid Capacity (shall apply to all works above Rs.3 crores)

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity= $(A * N^2 - B)$, where

A= Maximum value of works executed in any one year during the last five years (updated to the current price level)rate of inflation may be taken as 10 per cent per year(escalation factor) which will take into account the completed as well as works in progress,

B= Value at current price level of the existing commitments and ongoing works to be completed during the succeeding period (period of completion of works for which bids are invited); and

N= Number of years prescribed for completion of the works for which the bids are invited.

(for work completion period less than one year the value may be taken as one year)

The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge not below the rank of an Executive Engineer/Divisional Engineer/Project Manager.

Escalation factor

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

<u>Year before</u>	<u>Multiplying factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

(Applicant should indicate actual figures of costs and amounts for the work executed by them without accounting for the above mentioned factors)

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead current market exchange rate (State Bank of India B.C. selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

The information on Bid Capacity as on the date of this bid is to be furnished as per the format in **Schedule – G**.

Total value of Civil Engineering construction work performed in the **last five years** are to be furnished for which **certificate from Chartered Accountant is to be furnished**.

2018-2019-----

2019-2020-----

2020-2021-----

2021-2022-----

2022-2023-----

Base year shall be taken as 2023-24

Note-This is applicable for the works above Rs 3.00(three) crore as per the works department office memorandum No. - 6300/W.dated 16.06.2011.

13. (i) The Contractors are required to furnish evidence of ownership of principal machineries / equipments in **Schedule-C** as per **Annexure-I for which contractor shall have to secure minimum 80% of marks failing which the tender shall be liable for rejection.**
 (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 of the tendered work in **Annexure-IV of Schedule-C.**
 (iii) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged and produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of Government of Orissa or Engineer-in-Charge of the project (in case of non-Government projects) under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
 (iv) The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a period as to be able to execute an item of work as per original programme which will be part of the agreement.
 (v) **The contractor intending to hire/lease equipment's / machineries are required to furnish proof of ownership from the authorized person of the company with due power of attorney (copy to be enclosed) / owner providing equipment/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 as mentioned in contract data from the last date of receipt of Bid documents. Otherwise the bid will be summarily rejected.**
14. 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 bidder is to furnish scanned copy an affidavit duly swear in before the Executive magistrate/Notary at the time of submission of bid about the authentication of bid documents. An affidavit to this effect is to be furnished in Schedule-F. Non furnishing of the scanned copy of information in Schedule - E and required affidavit in Schedule – F, the bid document will be summarily rejected.
15. **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 OSPH&WC or Assistant/Under Secretary & above in the Home 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.
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 (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
18. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
19. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
20. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
21. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.

22. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
23. **Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of Percentage Rate tender;-**
- i. The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.
 - ii. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid **Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.
 - iii. The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the first two decimal points shall only be considered without rounding off.
 - iv. In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of **Chief Engineer, OSPH&WC** is mandatory before making any payment.
 - vi. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of **Competent Authority of OSPH&WC**.
 - vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill
24. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Orissa and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
25. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
26. (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves 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 cannot be entertained.
- (ii) Amendment to Para 3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution.**
For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.
27. The offer of bidder 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.
28. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
29. **(i) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.**
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.
- (ii)Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II (Works Department O.M.No.10224 dtd. 1.9.2015.**

If the rate quoted by the SC & ST category contractors comes to 14.99% (decimal up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of Works Department Resolution No.27748 dt.11.10.1977, then the tender shall be finalized as per the Clause no-12.4 of ITB .

Additional performance Security:

(iii)Amendment to Para 3.5.5 (v) of Note – ii of OPWD Code, Vol.-I by modification.

Note-(II) – Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidder who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish as per ***Works Deptt. Office Memorandum No.-075569000520214559/W, dt. 05.04.2021*** as Additional Performance Security in shape of Demand Draft /Term Deposit Receipt pledged in favour of **The Odisha State Police Housing & Welfare Corporation Ltd. Payable at Bhubaneswar is to be submitted** who shall deposit the same within seven(7) days of opening of financial bid as required under DTCN, failing which the bid of the successful bidder would be cancelled and the security deposit would be forfeited .The bidders registration in the portal shall be blocked and he is liable for blacklisting.

30. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
31. The tender containing extraneous conditions not covered by the tender notice are liable for rejection.
32. i)Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
33. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
34. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
 - i) 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 (Here in after and in the contract called the “Contract Price”).
 - ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a Performance Security (Initial Security Deposit) within 7 (seven) days from the issue of letter of acceptance and Additional Performance Security as per Clause- 4(ii) & 29(iii) of DTCN within 7 days of opening of the financial bid in form of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Term Deposit Account duly pledged in favour of the The Odisha State Police Housing & Welfare Corporation Ltd. Payable at Bhubaneswar and in no other form . The initial security (I.S.D) shall be 2% of the value of the tendered amount and the bidder shall sign the agreement in the PWD Form P-1 for the fulfillment of the contract in the office of the **Chief Engineer at Bhubaneswar** or as directed. The performance security deposit and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
 - iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
 - a) he notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading

- thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form **P-1** with latest amendments.
- iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)** .No **contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the OSPH&WC . The security will be refunded after **One year** of completion of the work and payment of the final bill and will not carry any interest .
- v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.
- vi) **Amendment to Para 3.5.18 Note – viii of OPWD Code Vol.-I**
Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.
- vii) **Amendment to Para 3.5.14 Note – I of OPWD Code Vol .-I**
If L-1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder. If fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled in case a contractor is black listed. It will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the State.
35. Omitted
36. Omitted
37. The Civil, E.I. and P.H. works can be proceeded simultaneously but, all the three components of work must be completed within the period of contract as specified in DTCN/TCN.
The contractor should submit the respective work programme for Civil, P.H. and E.I. portions in consultation with the concerned Executive Engineer/Divisional Engineer, as the case may be, before drawal of agreement and date of commencement and completion for this agreements be fixed suitably so that all the three parts are completed within the period of contract from the date of issue of work order and the date of completion.
38. The Civil items of works as per Part-I of Schedule of quantities, P.H. items of works as per part-II of Schedules of quantities and Electrical items of works (both internal & external) as per Part-III of the Scheduled of quantities of the Agreement shall be supervised measured and check measured by the Executive Engineer/Project Manager/ Divisional Engineer, as the case may be, Concerned.
39. Any deviation in execution of Civil, P.H. and E.I. items of respective agreement will mean deviation to the composite work as a Whole. The Executive Engineer/ Divisional Engineer, as the case may be, will keep note and deal such deviation as per relevant clauses of P1 Agreement and DTCN / Code at their level. The financial implications thereby must be informed by them to the concerned Chief Engineer, OSPH&WC, Orissa for proper action.
40. Similarly, extension of time if applied by the contractor will mean and amount to extension of time for the composite work as a whole and thus will be dealt with by concerned Executive Engineer/ Divisional Engineer, as the case may be, as per relevant clause of P1 agreement & DTCN / Code.
41. In case of necessity felt by Executive Engineer/ Divisional Engineer, as the case may be, regarding slow progress of work or otherwise suitably asking the contractor for a revised work programme and to remove the bottlenecks of any sort on the way to completion of the composite work which in turn be submitted to Head Office for approval of competent authority.
42. The Civil contractor who has put the tender for the work in DTCN, will alone be responsible and answerable to the OSPH&WC authority or any other competent authorities as regards to defects in the work, slow progress in the work or any other recessional parameters that may crop up during execution of the work as a whole comprising of Civil and E.I parts. When any part of the work

- may be Civil, P.H. or E.I., is considered by the Engineer-in-Charge or OSPH&WC authority not to be in coherence with the agreement condition or their specifications as in the DTCN, then the contract for the total work in TCN will lead to its revision by the OSPH&WC if felt necessary.
43. 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.
 44. The contractor should be liable to fully indemnify the OSPH&WC for payment of compensation under workman 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.
 45. Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VII-(R&B) /5225 Dtd. 26.02.55 and No.IIM- 56/61-28842(5) Dtd.27.09.61 as amended from time to time .
 46. In case of any complaint by the labour working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer/ Divisional Engineer, as the case may be, will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer/ Divisional Engineer, as the case may be, is final and binding on the contractor.
 47. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
 - a) Rent, royalties, cess and other charges of materials and all other taxes including GST from time to time, Ferry tolls, conveyance charges and other cost on account of land building including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
 - b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
 - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
 - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.
 - e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
 - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
 - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
 - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
 - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
 48. 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 rate.

49. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
50. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity 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.
51. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
52. 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 OSPH&WC during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
53. Bidders are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form P-1 with latest amendments shall supercede the condition of D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.
54. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
55. 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.
56. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer/ Divisional Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
57. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
58. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
59. The bidder 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.
60. If the bidder removes OSPH&WC 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 bidder or from his security deposit or from the proceeds of sale thereof.
61. The selected bidder 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 bidder 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 OSPH&WC. The OSPH&WC is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of **P-1** agreement.
62. The OSPH&WC 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.
63. All the materials which are to be supplied from Corporation store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After issue from the Corporation store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
64. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials

from approved manufacturer, get it tested in the Govt. Laboratory and approved by the Department before use.

65. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge.
66. 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.
67. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
68. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
69. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
70. After completion of the work, the contractor shall arrange at his own cost all requisite equipments for testing of electrical installations in the building, if felt necessary and the entire cost of such test, including the inspection by the Electrical Inspectorate group will be borne by the contractor.
71. The safety certificate of the EI work will be furnished by the agencies after getting necessary verification from the electrical inspector/equally competent authority responsible for the work prior to Energisation of the building.
72. 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 encountered during soil test at field which must be taken in advance of actual execution of the foundation.
73. 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 contractor has to do dewatering by bailing out water from the foundation, pipe line trenches, septic tank / soak pits / sumps / manhole etc. either rain water or sub soil water if necessary within his quoted percentage rate.
74. No claim for carriage of water what-so-ever will be entertained.
75. 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.
76. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The **Chief Engineer** (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
77. 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.
78. Orissa Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-

17.04.1974 .The Orissa Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

79. 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 authorized 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.
80. 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.
81. Prevailing rate of GST, on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above as prescribed by Govt. from time to time.
82. 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 Executive Engineer/Project Manager/Divisional 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 in the revenue of concerned department.
83. Labour Cess @ 1 (one)% of the amount of the estimated cost as per Tender notification read with latest corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
84. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
85. 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.
86. **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 requiring by the concerned **Executive Engineer/Project Manager/Divisional Engineer**.
87. Any defects, shrinkage or other faults which may be noticed within **24 (Twenty four) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **24 (Twenty-four) calendar months** from the date of successful completion of the work.
88. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the OSPH&WC harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
89. **(Omitted)**
90. Where it will be found necessary by the OSPH&WC, the Officer-in-Charge of the work shall issue an Site 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 OSPH&WC 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 Site Order Book shall be the property of the OSPH&WC and shall not be removed from the site of work without written permission of the **Executive Engineer/ Divisional Engineer** as the case may be and to be submitted to the Engineer-in-charge every month.

91. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
92. 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.
93. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa P.W.D. Code, NBC, Bridge code and MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
94. No part of the contract shall be sublet without written permission of the concerned **Executive Engineer/ Divisional Engineer**, as the case may be, or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
95. 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.
96. Any damages caused by natural calamities should be done by the contractor at his own cost. The OSPH&WC will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
97. The rate 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.
98. The 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 rate will be inclusive of this.
99. 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.
100. The contractor shall make requisition of claim book from the date of commencement of the work from the OSPH&WC 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. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summararily rejected. The claim books are the property of the OSPH&WC and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the OSPH&WC whichever is earlier for record.
101. Number of tests as specified in I.R.C./MoSRT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
102. i) Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
 ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of **Chief Engineer** and above.
 iii) After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
103. **Condition for issue of plant & machinery to contractor on hire: - Omitted.**
104. 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.

105. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department.
 - (a) Making a false statement or declaration.
 - (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession of contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
106. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
107. 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.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
Clause-2 (a) of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-
 - 2.1. Progress of work and Re-scheduling programme.**
 - 2.1.1. The **Chief Engineer** shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
 - 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the **Chief Engineer** through Engineer-in-Charge of the project for approval a Programme commensurate to **Clause No. 2.1.3 of P-1 Contract** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
 - 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
 - 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted and submit the same for **Chief Engineer's** approval only after which withheld amount be released.
 - 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
 - 2.1.6. The **Chief Engineer's** approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the **Chief Engineer** again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
 - 2.2. Extension of the Completion Date.**
 - 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the **Chief Engineer** issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, OSPH&WC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee / Security deposit absolutely
 - 2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the **Chief Engineer**. The Chart shall

be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the **Chief Engineer** and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the **Chief Engineer** through Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the **Chief Engineer** in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the **Chief Engineer** and this shall be binding on the contractor.

2.3. Compensation for Delay.

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 of **P-1 Contract** or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the OSPH&WC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the **Chief Engineer** (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 of **P-1 Contract** or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be computed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the OSPH&WC. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the **Chief Engineer** which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case

the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4 (Omitted)

2.5. Management Meetings.

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

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the **Executive Engineer/Project Manager/Divisional Engineer** shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

109. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No. 3365, dt. 01.03.2017 of Works Department, Orissa. As per said amendment a Contractor may be blacklisted.
- Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
 - Involvement in any sort of tender fixing.
 - Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - Persistent and intentional violation of important conditions of contract.
 - Security consideration of the State i.e. any action that jeopardizes the security of the State. Submission of false/ fabricated / forged documents for consideration of a tender.

110. ELIGIBILITY CRITERIA: - To be eligible for qualification, applicants shall furnish the followings.

- a. **The Bidders/Contractors having any type of adverse remarks from Govt./PSU regarding past work experience shall not eligible for apply of tender. This will be the part of the affidavit to be furnished.**
- b. Required E.M.D (Bid Security) as per the clause No. 06 and Cost of Bid document as per Clause No.04. The Engineer contractor having required class of registration and seeking for exemption of EMD need to upload an affidavit stating that they have not availed exemption for 3 (three) No of works during the current financial year.
- c. **To qualify in Technical evaluation, the bidder should not have GST reconciliation pending issue with the Corporation and the bidder is required to furnish copy of his GSTR-1 of the preceding month of tender date i.e Dt.01.12.2023.**
- d. Performance Security & Additional performance security, if any, will be submitted by successful bidder only within 7 (seven) days of letter of acceptance and opening of the financial bid respectively with reference to clause-34(ii) and 29(iii) of DTCN.
- e. Scanned Copy of **valid Registration Certificate, Valid GST Registration certificate**, PAN card along with the tender documents as per Clause No.07.
- f. Information regarding (i) Evidence of ownership of principal machineries / equipment's in Schedule-C as per Annexure-I of Schedule-C (ii) Annexure-III of Schedule-C & (iii) Annexure-IV of Schedule-C if required as per Clause No.13. Scanned copy of all documents are to be furnished with the bid. (iv)The uploaded documents for plant and machineries such as supporting Bill/Voucher/Invoice should be authentic. In case if any discrepancy noticed in future, the tender / Bid is liable for rejection.
- g. Information in scanned copy regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in schedule "E" and affidavit to that effect including authentication of tender documents in schedule "F" as per clause 14.
- h. **Scanned copy of M.O.U. duly notarized as per Clause No.10 and Schedule-j need be furnished. Joint venture agreement are not accepted.**
- i. **Scanned copy of M.O.U from experienced Firefighting Installation Contractor at the time of submission of bid .**
- j. Submission of the required information on his / her / their available bid capacity at the expected time of bidding as per clause No.12 and Schedule-G.
 - (a) The total value of only **civil engineering construction** work performed in the last five financial years with certificate from the Chartered Accountant is to be furnished for the purpose of evaluation of Bid Capacity as per clause No.12 of the DTCN.
 - (b) The statement as per **Schedule-G** (applicable for the works above three crores) showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works should be countersigned by the Engineer-in-Charge not below the rank of an **Executive Engineer/ Divisional Engineer** as the case may be.
 - (c) The agency who do not possess any civil engineering construction work in hand at the expected time of bidding need to upload the fact **in shape of an affidavit** for consideration of the Bid Capacity during Technical Evaluation.
- k. The tenderer should furnish list of work executed in a separate sheet of schedule –D1 & D2 on online as required under cl. No-11 above.

*The bidder should have satisfactorily executed three similar nature of works in Govt./ PSUs/ Public Limited Companies/ Private Limited Companies each costing **Rs. 3,07,91,602.00** (40% of bid value) or more OR two similar nature of works each costing **Rs. 3,84,89,503.00** (50% of bid value) or more OR one similar nature of work costing **Rs. 6,15,83,204.00** (80% of bid value) or more in Current / last five years. Experience detailing completed similar nature of works during Current / last five years, with Certificates from the concerned Officer (Executive Engineer/Divisional Engineer/Project Manager/Project Head/Director of Company) need to be furnished by the bidder as per Schedule D. (Similar nature of works means "construction of buildings inclusive of Mechanical, Electrical and Plumbing(MEP) components"*

*In case of works executed in Public or Private Limited Companies the average turnover of that Public or Private Limited Company in last five financial years should not be less than **Rs.50.00 Crore.***

For verification of turnover, the Contractor should provide CIN No. of the Public or Private Limited Company along with copies of letter of Award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount received as per the TDS certificates.

However, MEP stands for Mechanical, Electrical and Plumbing which is an integral part of a building project. These are the three aspects linked to every building project that includes Design, Construction and deal with the setup, functioning & maintenance of the three major elements of a Building Project.

However, if the bidder does not have experience in installation of lift and Heating Ventilation Air Conditioning(HVAC) shall not be disqualified.

The current price level for similar nature of work will be taken into consideration as per escalation factor mentioned in DTCN Clause no-12.

l. The bidder shall furnish no relation certificate (schedule –A) along with the tender as per clause No-15 above.

m. After Technical Evaluation, the qualified bidder have to deliver a Technical presentation indicating the Concept Planning along with Presentation of proposed project with all details & Methodology which should include programme of Construction backed with equipment planning and deployment duly supported with broad calculation and quality assurance procedure proposed to be adopted justifying their capability of execution and completion of work as per Technical Qualification within the stipulated period of completion.

The Technical Presentation of the bidder shall be evaluated by the Expert Technical Committee on the basis of the following evaluation criteria.

SI No	Description	Marks
1	Concept Planning and Methodology of Construction.	20
2	Presentation of the proposed project with all details inclusive of paver road and landscaping .	20
3	Previous Experience in execution of Building works with MEP the cost of which is more than the bid value of this tender (Documentary Evidence to be enclosed). i.One Project(10 Marks) ii.Two Projects (20 marks) Note - Maximum two(02) projects will be considered.	20
4	Construction programme to complete the work on stipulated period of completion.	10
5	Equipment planning and deployment.	10
6	Quality Assurance procedure proposed to be adopted.	10
7	Details of Employees engaged by the bidder in his payroll.	10
	Total	100

- Out of 100 marks the minimum qualification criteria is 70 marks.
- The bidders who meet the minimum qualification criteria shall only be qualified for opening of the Financial bid.
- Non-furnishing of the above documents, the bid will be liable for summarily rejection.

111. Defect Liability: -

The Engineer shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion of the work and continues for next **24 (Twenty-Four) months**. The defects liability period shall be extended for as long as defects remain to be corrected. Every time notice of defect is given, the contractor shall correct the notified defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in the Engineer's notice. The Engineer-in-charge will assess the cost of having the defects corrected and the contractor will pay the amount.

Total: - 111 (One hundred eleven) clauses only.

Submitted for kind approval	Approved
Sd/-	Sd/-

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

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

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. (Omitted)
3. (Omitted)
4. (Omitted)
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. DPC shall be with conformity to I.S.3067
13. (Omitted) .
14. (Omitted) .
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

HIRE & RUNNING CHARGES OF PLANTS & MACHENERIES

The hire charges of Plant & Machinerics shall be recovered at the prescribed rates as fixed by the **Chief Engineer** (D.P.I & Roads), Orissa, Bhubaneswar from time to time.

PART-I

ADDITIONAL APPENDIX TO BILL OF QUANTITY :

(For P.H. Items of Work)

1. Name of the work :-
2. Estimated Amount :-

- 3.. The quantities of items mentioned in the tender schedule may increase or decrease during execution of works but the contractor will complete the work as per his tendered rates in accordance with the instruction of Engineer in charge of **OSPH&WC**.
4. **Specification:** The standard PHD and PWD specification will be followed for execution of work. During the course of execution of work, the instructions of the Engineer in charge shall be final and binding.
5. The **GST**, element should not be added to the analysis of rates and the previous practice should be followed as per the Works Department letter No. IIT.22-89-18170 dt. 18.7.1989
6. There should be no clause either in the tender or in agreement for payment of any additional claim on account of any taxes excluding **GST**, Applicable under works contract on completed works which will be deemed to be recovered by existing omnibus stipulation as per the works Department letter No.MT 22/89-18170 dt. 18.7.89/
7. It is the responsibility of the Contractor to arrange watch and ward to the installations until testing commissioning and handing over for which no extra payment towards watch and ward will be paid,
8. The contractor shall maintain a separate site order book for P.M. portion of work.
9. Materials not covered by any of the above categories of items in the bill of quantity have to be approved by the competent authorities before utilizing the 'same in works. In such event, the payment of such item will be made as per actual on due approval by the competent authority.
10. All materials required for the work shall be supplied by the contractor as per standard specifications appended with due approval by the Engineer in charge of **OSPH&WC**.
In case the materials as per make specified is not available, the materials of equivalent, make and as per I.S. Specifications or of best quality when not covered by I.S. Specifications. Can be utilized on prior approval of **Chief Engineer**, OSPH&WC, Bhubaneswar or the officers duly authorized by him.
It is binding on the part of the contractor to use such items of materials which are available in the Departmental store and in such case the deduction from the bills will be made at stock issue rates.

PART-II

TECHNICAL SPECIFICATIONS OF P.H. PORTION OF WORK

A) WATER SUPPLY & SANITARY INSTALLATIONS :

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

(a) Sanitary fixtures :

To be of best quality vitreous ware of porcelain.

- (i) Indian water closet
- (ii) Foot Rests
- (iii) Wash Hand Basin

- (iv) Kitchen Sink

Hindustan Sanitary Ware/Parry Ware/Neycer
ISI marked.

- (v) Urinals
- (vi) Drain Board
- (vii) Orissa Closet
- (viii) European Water Closet &
Low Level Flushing Cistern.

(b) (Omitted)

(c) (Omitted)

(d) (Omitted)

(d) (Omitted)

(f) (Omitted)

(g) (Omitted)

(h) (Omitted)

(i) (Omitted)

(j) (Omitted)

(k) (Omitted)

(l) **P.V.C.(S.W.R.)&P.V.C(Rigid.)
Pipe/Fittings:**

Manufactured by the Supreme Industries Ltd., Bombay/ Oriplast, Balasore Duroplast confirming to I.S Specification No. 4985/81 (Class IV)

(B) BUILDING MATERIALS:

(a) Bricks:

Bricks shall be of locally available best quality clean burnt. Bricks shall be well burnt, uniform deep red, cherry or copper coloured, free from cracks and flaws, well shaped, uniform in size, homogeneous in textures and shall emit a clear metallic sound when struck, bricks shall have a minimum crushing strength 75 Kg/Cm² and shall not absorb water more than 20% by weight.

(b) Cement Mortar:

Mortar shall be well mixed to a uniform colour and consisting in the proportion as specified in the items of work. Sand shall be measured on the basis of its dry volume and the quantity shall be adjusted for bulking of damp sand. Cement shall be mixed, taking 50 kg. or 0.035 Cum. In volume only required quantity that can be consumed within 30 minutes of adding water shall be mixed at one time.

(c) Cement:

Cement should confirm to IS-269/IS-455.

(d) Sand:

Locally available best river sand medium size.

(e) Course Aggregates:

The course aggregate shall be of hard granite stone and shall generally confirm to I.S.

389. Porous Course aggregate shall not be used. The aggregate shall be free from clay films and other adherent coatings. Aggregate containing clay films over the stone materials shall be thoroughly washed. The aggregate shall be from approved quarry and

crusher broken. Course aggregates shall be composed of particles ranging between the sizes 2.36 to the maximum size as may be specified in the relevant item of work. Within the range, the aggregates shall be well graded so as to produce a dense concrete.

(f) Reinforcements:

Mild steel Round Bars, cold twisted and deformed bars of steel of medium tensile strength will be used as reinforcement as per drawing and design and directions.

Mild steel bars shall conform to I.S.:226/1962 standard quality or IS:432/1966 - Grade-I. Black annealed wire (Not thinner than 24 gauge for tying the reinforcements shall be used.

TECHNICAL SPECIFICATION FOR SANITARY & PLUMBING WORKS

(A) Sanitary ware & allied fittings :

1. General:

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

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

The water closet shall be of vitreous China of specified size and pattern, with an integral flushing rim. It shall have the flushing inlet at the back. The Orissa closet should be of approved quality confirming to I.S.S.-2656 (Part-III).

The squatting type Indian Water Closet (Orissa Closet) shall be sunk in floor sloped towards the pan in a workmanship like manner. The closet shall be fixed on a proper cement concrete base of 1:3:6 proportion, taking care that the cushion is uniform and even, without closet, to receive the specified thickness of the floor finishing. The joint between the Closet and the P.V.C. (S.W.R) trap shall be made with W.C. ring and rubber lubricant and shall be leak proof.

3. Flushing Cistern :

The flushing of the Indian water closet (Orissa Closet) shall be done by C.I. or Polyatrine High Level low-level porcelain valve-less syphonic flushing cistern of approved brand and quality I.S.I. Marked and capacity as specified. The connection between the cistern and water closet shall be made by 32 dia O.I. flush pipe, made from G.I. Pipe (Light Quality) or 32 dia P.V.C. Pipe as specified in the tender schedule. The flush pipe with an offset should be fixed to wall by using C.I. Holder Bat Clamps. The capacity of the cistern should be 10 Ltrs. as per I.S.S. 15 Ltrs. In case of low-level cisterns. The Cistern shall be fixed on cast Iron or Rolled Steel Cantilever Brackets (Bulletin type), which shall be firmly embedded in the wall, with C.C. 1:2:4. The Cistern shall be provided with 20mm dia P.V.C. Overflow Pipe with fittings, which shall terminate into mosquito proof coupling secured in a manner that will permit it to be readily cleaned or renewed.

The 32mm dia Flush Pipe shall be connected to the Water Closet by means of approved type joint. The Flush Pipe shall be fixed to wall by using C.I. Holder Bat Clamps. The bend and the Offset as required in the Flush pipe shall be made cold. The inside of the Cistern shall be painted with two coats of approved black bitumen paint. The Outer face of the Cistern, Brackets Overflow pipe and Flush Pipe etc., shall be painted with two coats of any synthetic enamel paint of approved shade and make, over a coat of priming. The cost of the rate quoted for the flushing cistern.

The inlet connection to the Cistern shall be made with 450 mm 1 cmg 15 mm dia P.V.C. Heavy type connection Pipe.

4. Wash Hand Basin:

The Wash Hand Basins' shall be of the White Vitreous China of approved quality, make and brand I.S.I, marked. It shall be one-piece construction with an integral combined overflow. The size of the basin shall be as specified. Each basin shall be provided with one 15 mm dia.

C.R Brass Pillar Tap, 32mm dia. C.R Waste, C.R. Chain and Rubber Plug, Unions, Joints, C.R Bottle trap cast complete in all respects of approved quality.

The Basin shall be supported on a pair of R.S. or C.I. Cantilever brackets (built in type) embedded and fixed in wall with cement concrete, 1.2.4. These brackets shall be painted to the required shade with two coats of approved synthetic enamel paint over a coat of priming.

The waste of the Basin shall discharge into a floor trap or Channel through bottle traps as specified. One 32 dia. C.P. Bottle Trap is to be fixed to the Waste of the Basin & the outlet of the bottle trap is to be connected to the waste pipe to discharge the waste to the Pipe, to discharge the waste to the aforesaid floor trap. The inlet connection to the Basin shall be made with 450mm Long 15mm dia. Heavy type P.V.C. connection pipe.

5. Kitchen Sink: (Omitted)

6. Standing Urinals:

The Urinals shall be flat pattern lipped front basin of required dimension of White Vitreous China and one piece construction with internal flushing box rim of an approved make and brand as specified, it shall be fixed in the position by using wooden plug embedded in the wall with screws of proper size. Each Urinal shall be connected to a 40mm dia R.V.C. Waste Pipe, which shall discharge into a channel of floor trap. The lip of Urinals shall be kept at 525mm from floor level, while fixing the Urinal on wall.

Where no. of Urinals are fixed in a line, the distance between the centre to centre of each Urinal shall be kept 750mm. and each Urinal should be separated from one to other by a partition plate. The centre to centre of partition plates shall be kept 750mm apart. The partition plate shall be of one-piece 25mm thick marble plates, cut to size and front corners rounded. The partition plates shall be embedded in wall with cement concrete and finished smooth. The bottom of the partition plate should be kept 350mm above floor level and top should be kept at 1250mm above floor level. The plates should project 600mm from wall surface. The width of the plates to be embedded inside the wall should not be less than 100mm. The thickness of the plates shall be minimum 25mm.

For flushing the Urinals each Urinals shall be connected with one 20mm dia G.I. Pipe (Medium Class), One of this pipe shall be inserted into the inlet of the Urinal and jointed with Jute and putty where as the other end is connected either with a Tee or Bend with the 25mm dia size Water Pipe Line fixed on the wall horizontal above the Urinals. In each 20mm dia flush pipe one 20mm dia cum-metal Gate value, the water will flow to thermal of Urinal through the inlet pipe and flush the Urinal. After flush, the valve can be closed to avoid wastage of water. One 40mm dia P.V.C. Waste Pipe shall be connected to the waste of each Urinal, to discharge the Waste into the Channel of Trap. One end of this Waste pipe shall be made a cup size to fit into the projected waste and tightened with screws.

7. Squatting Urinal Plates :

The Urinal Plates shall be of White Glazed Vitreous China with integral flushing rim of size 450X 350mm of approved make and brand as specified. There shall be white vitreous channel with stop and outlet pieces in front. These plates shall be fixed on C.C. at 75mm to 100mm above floor level.

For flushing arrangement, one 25mm dia. G.I. Common Water Pipeline (minimum size) shall be fixed on the wall parallel to floor. For each urinal one 20mm dia. G.I. Branch Pipe shall be taken down up to 200mm from floor level just at the centre of each plate, in which one 20mm dia. Gate Valves is fixed at 350mm above floor level. At 1200mm height, the 20mm dia. flush pipe shall be divided into two branches shall be taken downward and connected to the inlets of the urinals plate at floor level. By operating the valve as above, the water will rush into the rims of the urinal plate and flush it.

Where there are number of urinals fixed in a line, each urinal should be separated by a partition plate fixed in the centre of two urinal plates. The centre-to-centre distance of the partition plates shall be kept 750mm.

The partition plates shall be of one-piece marble plate, 25mm thick, cut to sizes and front corners rounded. The plates are to be embedded in wall with cement concrete and finished

smooth. The bottom of the partition plates shall be kept flushed to urinal top level and the top level of partition plate shall be kept at 1200mm from the urinal plate top and the projection from the wall shall be 600mm. The width of the plate to be embedded inside the wall should not be less than 100mm.

(B) Soil and waste pipes and fittings

1. (Omitted)
2. (Omitted)
3. (Omitted)
4. (Omitted)
5. (Omitted)
6. (Omitted)
7. (Omitted)
8. (Omitted)
9. All the soil and waste pipes and fittings, after laid and fixed shall be smoke tested, to the entire, satisfaction of the Engineer-in-charge. The Cost of testing is to be included in the offer. For smoke-test the materials usually burnt greases cotton waste, which gives out a clear pungent smoke, which is easily detected by sight and smell. Smoke shall be pumped to the drains from the lower end from a smoke machine, which consists of lower, and burner.

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

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

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

a) Materials – Un-plasticised Poly Vinyl-Chloride (UPVC).

b)	Colour	-	Grey
c)	Dimensions	-	
	(i) Diameter	-	Fittings - 75mm/110mm/63mm & 63mm.
	Pipes	-	75mm, 110mm, on lengths of 3.or 6 mtr
d)	Wall thickness	-	Fittings - Minimum 3.2mm at any port.
	Pipes	-	As per application
	For Rainwater	-	75mm-1.8. to 2.2.mm, 110mm-2.5. to 3mm
	Waste & Soil	-	75mm -1.8 to 2.2mm, 110mm -2.5 to 3 mm, 63mm
	Underground drainage with	-	
	light/NIL Traffic	-	110mm - 2.5 to 3mm
	Light/Nil in Heavy traffic	-	110mm 3.7 to 4.3mm
e)	Standard Confirming to Attributes Confirms to Standard No		
	i) Fittings & Wall B.S.4514, DIN 10531 thickness	-	DIN 19534 I.S.7834 - PVC (Rigid)
	ii) Pipe Wall thickness	-	IS 4905
	iii) Rubber ring	-	IS 5382
	iv) Fitting dimensions	-	DIN 19531 - P.V.C., DIN 19534-S.W.R., IS - 7834 V.C. (Rigid)
	v) Pipe Dimensions	-	IS 4985

(a) Laying instructions & Jointing Procedure

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

Clean the outside of the pipes spigot and the inside of the sealing groove of the fitting. Apply the rubber lubricant, to the spigot end, sealing ring and pass the spigot end into the socket, containing sealing ring, until fully homed. Mark and position of the Socket edge with pencil

on the pipe, then withdraw the pipe from the socket by approx. 10mm towards thermal expansion gap.

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

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

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

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

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

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

a-5 Antisiphonage Pipes

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

a-6 All traps should have a minimum water seal of 50mm as per I.S. 5329 and IS 2556 (Part XIII). Where antisiphonage connection is required, the traps to be supplied and used should have a 50mm antisiphonage vent horn on the outlet side. All the Traps used with the closets, should be of the size 125mm X 110mm i.e. Inlet (Socket end) of 125mm & outlet (spigot end) of 110mm only.

a-7 Installation of Water Closet

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

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

63mm (O.D.) P.V.C. Pipes to be used for these work either in antisiphonage system or elsewhere, should be of "Quick Fit" Pipes Class 2 (4kg. F/Cm²), Quick Fit, Pipes have one end socketed. The P.V.C. (Rigid) fittings, such as 63mm elbow, 63mm equal Tees 110mm x 63mm reducer etc. used in the work, should be of injection-moulded fittings.

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

10. Measurement

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

11. Before fixing and painting, the pipe shall be tested hydraulically to pressure 0.4 Kg/Cm^2 for Pipes under I.S.-1729/1964 and at a pressure 0.7 Kg/Cm^2 for pipes under I.S. 3989-1970 without showing any sign of leakage, sweating or her defect of any kind. The pressure should be applied internally and shall be maintained for not less than 15 seconds.

(c) Water Supply Pipes and Fittings :

1. Materials.

All galvanized Iron Pipes are to be of mild steel continuous welded, screwed tubes, medium quality conforming to I.S.S. and bearing IS! Marks manufactured by reputed Firms and approved brands as specified. The pipes shall conform to LS.1239 (Part-I) -1975.

All G.I. Fittings shall be of 'R' Brand manufactured by M/s. R.M. Engineering Ltd., Ahmedabad and 'C' brand manufactured by Present Engineering works or equivalent best quality.

2. Laying of Pipes

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

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

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

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

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

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

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

Where the pipes are passing through the R.C.C. / Masonry wall / Volumn / beam or pillars, these must pass through the appropriate higher sizes of C.I/G.I Sleeve Pipes and are to be included in the rates. In case the pipes are embedded in walls and floors it should be painted with one coat of anticorrosive paint of approved quality. All pipes should be fixed horizontal and vertical. For taking the pipes through the walls, floors & roof slabs etc. the holes shall be made by filling with chisels or jumper and not by dismentling the brickwork or concrete.

After fixing, the holes shall be made good with cement concrete 1:2:4 and properly finished with C. Plaster 1.4 to match the adjacent surface.

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

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

6. Painting

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

7. Measurement

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

8. Ball Valve

The ball valve shall be high or low pressure class as stipulated in the Tender Schedule and shall confirm to I.S. 1703-1968, The nominal size of ball valve shall be that corresponding to the size of Pipe for which it is used. The Ball valve shall be of brass or gun-metal and the float for low pressure polyethylene and for high pressure in copper.

Each and every ball valve while in closed position shall withstand and internally applied hydraulic pressure of 20 Kg/Cm² for a minimum period of two minutes without leakage or sweating. Every high pressure ball valve when assemble in working condition, with the float immersed to not more than half its volume shall remain closed against a test pressure of 10.5Kg/Cm² and a low pressure ball valve against a test pressure of 5.3 Kg/Cm².

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

9. Ferrule

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

10. Non-return Valve (Check Valves)

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

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

11. (Omitted)

12. (Omitted)

13. Bibcock & Stopcock

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

14. Full way Valve (Brass)

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

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

15. Gun Metal Full way Valve

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

TECHNICAL SPECIFICATION FOR PVC/SWR PIPE ETC.

1. (Omitted)

2. Excavation of Trench for laying Sewer Pipes

The trenches for the pipes shall be excavated to the lines & level as directed. The bed of the trench shall have to be evenly dressed throughout from one change of grade to the next. The gradient is to stout by means of sight rails and boning rods and required depth be excavated at any point. The depth of the trench shall not less than one metre, measured from top of the pipe to the surface of the ground under roads and not less than 0.75mm elsewhere. The width of the trench shall be the nominal diameter of the pipe plus 350mm. The bed of the trench if in soft or made up earth, shall be well watered and rammed before laying the pipes and the depressions if any shall be properly filled with sand and consolidated in 200mm layers. Depending on soil condition, piling may even be necessary if so desired by the Engineer In-charge. If rock is met with, it shall be removed 150 mm below the level of the pipe and the trench will be refilled with sand and consolidated. The excavated materials shall not be placed within One Mtr. or half of the depth of the trench whichever is greater from the edge of the trench. The trench shall be kept free from water. Shoring and shuttering shall be provided wherever required. Excavation below water level shall be done after dewatering the trenches. After the excavation of the trench is completed, foundation of cement concrete 1.4.8 in hard granite metal (size 40mm) shall be laid with proper level all along under the length of the pipe with launching on all around concrete as per drawing.

3. Laying, Jointing, launching of the Pipes and fittings.

Drain Pipes (S.W. pipe & other pipes used for drain and Sewer) shall be laid in straight lines and to the even gradients as shown in the layout drawings. The socket and of the pipes shall face stream. Adequate care shall be exercised in setting out and determining the level of the pipes and the contractor shall provide suitable instruments, templates, sight rails, boning rods and other equipment's necessary for the purpose. In the case of pipes with joints to be made

with loose collars, the collars shall be slipped on before the next pipe is laid. In those joints, a tight ring of twisted tarred jute soaked in cement mortar filling to ensure proper alignment and prevent. Cement entering the pipes, Cement compound joints is to be finished with proportion 1.1 with 45 beveling. The joints are to be kept wet with wet bag until the same are properly set with. The cement mortar joints shall be cured at least for 7 (Seven) days. In the case of S.W. Pipe joints (socket & spigot), they should be caulked first with tarred jute (Spun) of required diameter, almost quarter depth of the socket, after which cement mortar 1:1 is pushed in with wooden chisel and finishing beveled at outside at 45 degree. Instead of jute of hump rubber gasket of proper size may also be used. The whole joint must be cured for not less than three days. In case of pipes less than 250mm dia., joints should be made at ground level with three pipes at a time and for larger ones two pipes at a time and after curing they should be soiled in foundation with the help of the ropes. All pipes should be properly launched with cement concrete 1.3.6 with washed gravel where the pipes are crossing the drain or all round concrete 1.3.6 with washed gravel is to be done to 150 mm thick over the barrel of the pipe. The whole of the drain work shall be tested when laid, and at the completion of the contract, to the satisfaction of the Engineer-in-charge and shall be retested if necessary until found satisfactory. The test shall be made by means of water under pressure at the highest point of the Section under test and providing an air pipe at the lower end of the line. Maximum head of 5 (five) feet (1.5m) must be maintained.

4. Excavation and Hilling.

Excavation for drain and pipe trenches shall be straight and to correct depth and gradient. The trench bottom shall be of required width as per specification to allow working space for pipe jointing. Excavated materials shall be dumped away from the site as directed by Engineer-in-charge. Suitable precautions are to be taken to prevent in flow of water into the excavated area, during construction.

The contractor at his own expense shall pump out or otherwise remove any or all water which during the continuance of contract may be found in the excavated trenches to keep the trench clear of water during the work under progress. The pipeline shall not be refilled and covered, until the line therein has been passed and tested.

5. Buried Services

All pipes, cable mains and other services exposed by the excavations shall be effectively supported by timbering or other means for which no extra payment will be allowed. The contractor shall be responsible for any damage occurring to buried services and make good the same at his own cost to the satisfaction of the Engineer-in-charge.

6. Trench condition :

Where a trench is excavated and refilled after laying the pipe, settlement of the earth in the refilled trench take place. The filling above the top of pipe, settles relatively, more than the sides of the trench, thereby developing frictional resistance. The contractor is required to take special precaution against this, while refilling the trenches. Procedure for backfilling as stipulated earlier should be strictly followed.

7. Inspection Chambers/Manholes

At every change of alignment, gradient or diameter of a drain there shall be a manhole or Inspection Chamber. The maximum distance between man hole chamber shall be 30 meters for the line laid straight. All manhole and inspection chamber shall have internal dimension as shown in drawing and B.O.Q. The depth of invert shall be fixed to the gradient. The foundation for Manhole shall be 175mm thick & with cement concrete 1.3.6 in hard stone metal / granite metal of 40mm size. The concrete shall project 150mm beyond the external faces of the brickwork. The brick masonry shall be done in cement mortar in the proportion of 1:4 and thickness of the brick wall should be 250mm thick up to 1200mm depth from Ground Level and beyond that the wall thickness shall be maintained 375mm. The inside surface of the walls of the chamber, shall be finished with cement plaster 1.3 and outside with cement pointing 1.3. In addition to this, the inside surface should also be provided with cement punning. On the top of base concrete channeling on C.C. 1.2.4 with granite chips is to be done keeping the diameter equal to the dia. of drain pipe and depth equal to half of the dia. of pipe.

The channel, 'should be done longitudinally at the centre, connecting both the ends of the pipe. The channel is to be hunched up with concrete 1.2.4 with hard granite chips of size 12mm sloping upwards from the edge of channel to meet the side of chamber at gradient of 1:6. The channel and benching are to be finished smooth and cement mortar 1.3 and punning unless it is unavoidable. The branch should deliver sewerage in the Manhole in the direction of main flow and the junction must be made with care so that the flow in the main is not impeded. Channels for drains coming from the side of the Manhole Chamber shall be curved to meet the main drainage channels. The Manhole and Inspection Chambers shall be covered with R.C.C. cover slab of thickness 100mm to 150mm according to the requirement at site. One C.I. Manhole cover of diameter and weight as stipulated in the tender schedule shall be fixed, on the cover slab.

Unless otherwise mentioned the C.I. Cover and Frames and shall confirm to I.S. 1726/1960. Heavy duty covers etc., under heavy vehicular traffic condition and capable of bearing wheel loads up to 11.25 tons, are to be used and medium duty under light type wheel traffic loads and light duty for domestic premises are to be used. Covers and Frames shall be clearly cast, double water seal type and they shall be free from all sand holes. The cover shall be gas tight and water tight with proper water-seal. The C.I. Cover and frame shall be coated with two coats of black bituminous paint. The frame of Manhole cover shall be fixed on the slab while the slab is cast. R.C.C.M.H. covers of 50cm dia. and 100mm thickness shall be fitted ki line of C.I.M.H. cover if stipulated in the bill of quantity of the tender schedule.

8. Gully Trap Chamber

The size of chamber for 100mm HCI yard gully shall be of 300mm X 300mm (Inside). Foundation with 100mm thick cement concrete 1.3.6 with hard granite metal of size 40mm from outer surface of wall and Brick work in cement mortar 1.4, 125mm thick, depth up to 600mm maximum. The finishing of masonry wall both inside and outside should be done in cement mortar 1.4 cement punning should be provided on the inner surface the trap should be buried in cement concrete 1.2.4 in H.G. chips up to the mouth and one hinged C.I. Grating of size 300mm x 300mm are to be fixed on the top of mouth of Gully trap to arrest rubbishes shall be provided. The foundation, should project 75mm from outer.

9. Kota/Marble Stone flooring

The Kota/Marble stones shall be of thickness specified but not less than 20mm and of uniform with edges absolutely square & straight. They shall be laid in Cement Mortar (1.4) over masonry or concrete base. The sides of the stones shall be arranged to butt against each other truly so as to came the joints practically invisible and certainly not more than 0.8mm in width anywhere. The joints shall not be filled with mortar but may afterwards be grouted with neat white cement mixed with matching colour pigment. When the floor has completely set, it, should be polished with pumice stone and finally with pads of felt.

10. Glazed tile dado

The glazed porcelain tiles shall be of approved size and thickness 5mm to 6mm with edges absolutely straight & surface accurately plain. They shall be fixed in 6mm. thick cement mortar 1.3 using cement slurry over pre-cement plastered base. The sides of the tiles shall be arranged to but against each other truly so as to make the joints practically invisible. However, the joints may be granted with white cement mixed with colouring materials to match the tiles and neatly cleaned leaving no trace of excess grouting materials. The tiled surface and edges should be perfectly vertical and straight. The corner points must be normally right angled unless the site condition demands otherwise,

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.
- f) **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 ratidate 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 vitite 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 over-heads.

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) Centring, 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.

PART-III

TECHNICAL SPECIFICATION OF INTERNAL ELECTRICATION WORKS

The details of internal wiring, the position of fittings, fans, switches and plug sockets etc. are indicated in the layout drawings. The position of light fittings, fans, switchboards etc. indicated in these drawings are only for the guidance of the supplier and the actual position of these shall be mutually decided between the supplier and the purchaser. The supplier shall submit the purchaser of his consideration and approval all runs of wiring and the exact position of all the points and the switch boxes first marked on the points buildings.

All internal wiring shall be done in conformity to the latest Indian standard specification/Rules, code of practice adopted by CPWD and other standard practices prevalent in the part of the country. For the purpose of the specification the terminology used shall be as defined in IS:732 and IS:1356 of the definition of points wiring. The installation shall be carried out in conformity to all requirements of IE Act, 1910 and IE Rules 1956.

- a) CEILING ROSE IN (IN CASE OF CEILING AND EXHAUST FAN).
- b) CEILING ROSE OR CONNECTOR (IN CASE OF PENDANTS EXCEPT STIFF PENDANT POINTS)
- c) BANK PLATE (IN CASE OF STIFF PENDANT).
- d) SOCKET OUTLET (IN CASE OF SOCKET OUTLET POINTS)

- e) LAMPS HOLDER (IN CASE OF WALL BRACKET, BATTEN HOLDER BULK HEAD FITTING AND SIMILAR OTHER FITTINGS)
- f) CALL BELL / BUZZER (IN CASE WORDS 'VIA' THE SWITCH SHALL BE READ 'VIA' THE CEILING ROSE /Socket outlet for bell push, where no ceiling rose / socket outlet its provided.

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

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

The point wiring in case of fan and light points shall mean the distance between the control switch and ceiling rose, connect or back plate, socket outlet or lamp holder depending upon the fittings measured along the runs of wiring irrespective of the number of wires in run. In the case of socket outlet points, the length shall mean the distance between the socket outlet and the tapping point of live wire on the nearest switchboard or junction box, as the case may be.

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

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

Conduit wiring

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

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

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

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

Main and Sub distribution Boards:

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

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

The supplier shall submit the details of installations to the purchaser for his consideration and approval, prior to installation.

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

Earthing

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

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

Installation, testing and commissioning:

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

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

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

The supplier shall render all reasonable assistance to the purchaser in getting the installation approved by the Government Electrical Inspector prior to the energisation and supply necessary drawings, test certificates and both for tests carried out at the factory and site as well as the tests which the inspector may demand. In case any addition of alternations are required, to be made in the installation or in the equipment as per he directive of the Government Electrical Inspector / Local Authorities, he same will have to be carried out by the supplier, at his own expense.

The position of light fittings, main board, switches, sockets and routes of pipes and cables shown in the drawings are only indicative. The actual position of these shall be decided at site at the time of execution joints by the supplier and the purchaser's authorized representative. The position

of light fittings, pipes and board if required, to be changed / shifted due to the change in the building design etc by the purchaser's authorized representative, the same shall be carried out at no extra cost.

All the materials supplied to the contractor according to the Contract condition will be subject to inspection and approval of the officer or his representative from time to time. The contractor will

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

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

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

Only the inspection fee will be reimbursed by **OSPH&WC** on production of challan copy.

Installation and Maintenance Tools:

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

Drawings:

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

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

The contractor shall submit for the purchaser's approval all layout, the general arrangement drawings as well as the typical details of all types of installation work in three sets before commencing the manufacture and the site installations work well in advance so that the site work shall not suffer.

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

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

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

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

Test:

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

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

Technical Data:

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

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

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

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

Exception to Specifications:

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

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

PVC insulated Cables and Wires:

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

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

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

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

Switch fuse / fuse switch units, distribution boards shall be provided with necessary metal fame work so that they can be mounted on wall / columns structure etc. as desired. The panel boards, shall be wall mounted type or floor mounted type as specified in the bill of quantities or drawings. Necessary supporting metal frame of approved design shall be provided for all panel boards.

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

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

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

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

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

Switches and Plug Sockets

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

Ceiling Fans and Exhaust Fans:

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

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

Fluorescent Fittings:

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

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

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

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

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

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

- 1) Withstand the atmospheric condition prevailing in the area

2) Provide maximum mechanical protection to the tubes and fittings accessories. Assists in maximum and uniform light distribution. All fittings shall be provided complete with florescent lamps. All lamps shall confirm to IS: 2418.

Incandescent Fittings:

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

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

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

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

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

CODES

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

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

1) Low Tension Circuit Breakers :	IS 2516-1955 Part I Sec.1
2) Switchgear Bus Bars	IS 375-1963
3) HRC fuse links	IS 2208-1962
4) Distribution fuse boards	IS2675-1966
5) Enclosure for Low Voltage switchgear	IS214701962
6) PVC Cables	IS1554-1975
7) Tabular fluorescent lamps for Cameral lighting service	IS2418-1963
8) Tungsten Filament Lamps for cameral service	IS415-1963
9) Ceiling Fans	IS274-1966
10) Flood lights	IS1947-1961
11) Wall Glass flame-proof electric light fittings	IS2206-1962 (Part 1)
12) Water Tight Electric Light Fittings	IS3553-1956
13) Steel Boxes for Enclosure of Electrical Accessories	IS5133-1969
14) Fittings for Rigid Steel conduit	IS2667-1979
15) Rigid steel circuits for electrical wiring	IS3837-1966
Accessories for Rigid Steel Conduits for Electrical	
16) Wiring	IS3837-1966
17) Switch Socket Outlets	IS3837-1966
18) PVC Wiring	IS694-1977
19) Switches for domestic and similar purpose	IS3854-1966

- | | |
|----------------------------------------------------------------------------------|----------------------|
| 20) PVC wiring | IS694-1977 |
| 21) Call Bell and Buzzers | IS2268-1966 |
| 22) Straight through joint boxes and
leads sleeves or paper insulated cables- | EID-0032-1964 |
| 23) Earthing | IS3043-1966 |
| 24) Electrical Wiring installations | IS732-1963 |
| 25) Switchgear | IS3072-1965 (Part I) |
| 26) Lighting protection | IS2309 –1969 |
| 27) Public Address system | IS1882-1962 |
| 28) Low Tension switch use units | IS4064-1978 |
| 29) Code of Practice for Automatic FIRE ALARM system | IS2189-1970 |
| 30) Specification for Heat Sensitive Fire Detectors | IS2175-1977 |
| 31) Guide for Safety procedure in Electric work | IS5216-1969 |
| 32) Rubber Mats for Electric works | IS5424-1969 |
- p) Other internationally approved standards and / or Rules and Regulations touching the subject matter of the contract

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

SCHEDULE-B

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER /
DIPLOMA HOLDERS (for Super class / special class / A class contractors only)**

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and Continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt. / Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer .

Date:-

ANNEXURE – I OF SCHEDULE-C**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)**

Sl No	List of plants and equipment's	Requirement	Marks
1	Truck/Tipper	4 Nos.	15
2	Concrete Mixer	2 Nos.	20
3	Needle Vibrator	2 Nos.	05
4	Plate Vibrator	2 Nos.	05
5	Water Tanker	2 Nos.	10
6	Generator	2 No.	10
7	Complete staging, shuttering, centering arrangement c. For steel shuttering – Not older than 5 years d. For wooden/Ply shuttering – Not older than 2 years (No marks will be awarded if the shuttering material area is less than 1000 sqm)	1000 Sqm	20
8	Ready mix Concrete batching plant	1 No.	10
9	Tre mix concrete. Flooring/VDF machine	1 No.	05
		TOTAL	100

NOTE:

1. Capacity of each plant and equipment should be as per specification attached separately.
2. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
3. The equipment mentioned above must be included in Schedule “C” and clearly indicated as “Owned/leas ed.”
4. The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
5. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – II OF SCHEDULE-C**CAPACITY OF PLANTS AND EQUIPMENTS**

1.
 - a) Tractor
The tractor should have a minimum capacity of 22 to 50 H.P.
 - b) Water Tanker
The water tanker should be a truck mounted one or as a trailing unit having minimum capacity of 5000 liters.
 - c) Smooth wheeled Roller
Weight from 8 tonnes to 10 tonnes
Unballasted : 8 tonnes Approx.
Water Ballasted : 9 tonnes approx.
Sand Ballasted : 10 tonnes Approx.
2.
 - a) Compressor
Having capacity of 450 CFM
 - b) Water Pump
Having capacity of 5H.P. to 27 H.P.
 - c) Jack Hammer
Having capacity of 2 tonnes.
 - d) Winch with grab
Winch having capacity of 5 tonne and grab having 1 tonne capacity.
Batch type Concrete Mixer as per IS-1791 / 1985 for capacity of 15 Cum / hour (Tilting drum type) with power operated side loaded revolution counter, automatic shaker, Gear mounted on steel chassis with 4 MS wheels complete with suitable prime mover.
Having Capacity of 8-15 KW. Immersion type with vibrating Needle of 40 mm/ 50mm / 60mm & 4 meter length.
3.
 - a) Concrete Mixer
 - b) Welding generator
4.
 - a) Diesel Generator
Having capacity of 32 K.W.
 - b) Truck
Having capacity of 12 tonnes.
 - c) Jeep
Diesel jeep having capacity of 16 H.P. with trailer.
 - d) Ready mix Concrete batching plant
Tre mix concrete. Flooring/VDF machine
Having capacity of 30 CUM per Hr.
 - e) Having Adequate Capacity

ANNEXURE – III OF SCHEDULE-C**CERTIFICATE TO BE ISSUED BY THE EXECUTIVE ENGINEER/DIVISIONAL ENGINEER
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.****(Not issued prior to 90 days of receipt of tender)**

Sl. No	Name of the machineries/ equipment's	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when Deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

1. I have verified the ownership documents with the identification no. of the Machineries / Equipment's.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Executive Engineer/Divisional Engineer**ANNEXURE – IV OF SCHEDULE-C****TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE
TENDERER FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL
WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipment's and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work
01	Truck/Tipper	4 Nos.				
02	Concrete Mixer	2 Nos.				
03	Needle Vibrator	2 Nos.				
04	Plate Vibrator	2 Nos.				
05	Water Tanker	2 Nos.				
06	Generator	2 No.				
07	Complete staging, shuttering, centering arrangement c. For steel shuttering – Not older than 5 years d. For wooden/Ply shuttering – Not older than 2 years (No marks will be awarded if the shuttering material area is less than 1000 sqm)	1000 Sqm				
08	Ready mix Concrete batching plant	1 No.				
09	Tre mix concrete. Flooring/VDF machine	1 No.				

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature of Tenderer**CONTRACTOR****Project Manager(T)**

SCHEDULE “C”

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of Equipment	Total requirement			Equipment hand in			Equipment to be procured			Whether documentary evidence furnished	Reference to document evidence	Remarks	
		No. of Units	Kind and make	Capacity	No. of each	Year of manufacture	Present	No. of each	Capacity	Through lease				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	

A. Construction Equipment's.

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipment's for contracts.

1. If leased indicate the date when the current lease expires

Signature of Tenderer

SCHEDULE-D1**WORKING EXPERIENCE****D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Counter signed by
**Executive Engineer/Divisional Engineer/Project Manager/
 Project Head/Director of Company**

Signature of Tenderer

SCHEDULE-D2**WORKING EXPERIENCE****D- 2. LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Counter signed by
**Executive Engineer/Divisional Engineer/Project Manager/
 Project Head/Director of Company**

Signature of Tenderer

SCHEDULE-E

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED
OR

ABANDONMENT OF WORK BY THE TENDERER

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

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will be summararily be rejected.

Signature of Tenderer

SCHEDULE –F

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 **our firm M/s _____** **nor any of its constituent partners / I** have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.

3.The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.

4.The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorized Officer of the firm or Bidder)

Date:

SCHEDULE-G

Description of works	Place & State	Contract No	Name & Address of Employer	Value of contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. In lakhs)	Anticipated date of Completion.

The above information is to be certified by the Executive Engineer/Divisional Engineer/Project Manager/Project Head/Director of Company. In case of there is no existing commitment and ongoing works, the bidder will furnish a declaration in shape of affidavit that he has no work in hand in schedule-G. If it found incorrect the bid shall be summarily rejected.

Signature of the Tenderer

Date.....

SAMPLE FORMATS
UNDER TAKING

This is to certify that

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.
2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.
3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha or other gazetted officer retired from Government service during last two years without prior permission of the Government of Odisha in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid.

Signature of the Tenderer.

Date:-

- Note:** i. Strike out whichever is not applicable
- ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

RELATIONSHIP DECLARATION

To,
The Tender Inviting Officer,
Subject: (Name of the Work)
Reference: (Bid reference number)

Sir,

Pursuant to clause 2 of the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the _____ Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

Pursuant to clause 2 of the ITB, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department.

Sl No.	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature of the Tenderer.
Date:-

SCHEDULE – J
MEMORANDUM OF UNDERSTANDING

First Party I Sri/Smt....., Aged years, S/O, At /
P.O. / Dist-..... (here in after called the First Part)

AND

Second Party I Sri/Smt....., Aged years, S/O-, At /
P.O. / Dist-..... (here in after called the Second Part) having H.T. / L.T. license registration
No..... valid up to

AND WHEREAS the First Party of 1st part is the managing partner of
AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the
tender work, “.....”

AND WHEREAS the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

- 1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
- 2) That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Engineer-in-Charge.
- 3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
- 4) That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.

In witness where of Both the party have signed in presence of

WITNESS

W1 –

W2 -

Total: - 77(Seventy-Seven) pages only

SUBMITTED

APPROVED

Sd/-
Chief Engineer,
OSPH&WC, Bhubaneswar