

## **GOVERNMENT OF ODISHA**

### **WORKS DEPARTMENT**

**BID IDENTIFICATION NO-SE-DKL(R&B)-31/2023-24**



#### **DETAILED TENDER CALL NOTICE FOR THE WORK**

Sl No.	Name of the work	Estimated Cost
1	Modification of Model Degree College at Jantaribol for purpose of skill development training center at Kamakhyanagar (Electrical Works) in the District of Dhenkanal for the year 2023-24	Rs.32,17,125.00

**(E.I. WORK)**

**OFFICE OF THE SUPERINTENDING ENGINEER  
DHENKANAL (R&B) DIVISION, DHENKANAL**

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## **TECHNICAL BID DOCUMENTS**

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**OFFICE OF THE SUPERINTENDING ENGINEER  
DHENKANAL (R&B) DIVISION, DHENKANAL**

Email – eedklpwd@gmail.com

**INVITATION FOR BIDS THROUGH e-Procurement**

**Bid Identification No. SEDKL (R&B). 31/ 2023-24**

1. Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal on behalf of Governor of Odisha invites percentage bids in **Single Cover** in online mode for the construction works as detailed in the table, from the class of eligible contractors as mentioned in column – 7 (Seven) registered with the State Government and contractors of equivalent grade / class registered with Central Government / MES / Railways 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 the 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.
2. The bidders may submit bid for the following works.

Sl. No.	Name of the work.	Approximate value of work (In Rs.)	Concerned T.I.A.	Bid Security (E.M.D.)	Cost of Bid Document	Class of bidder	Period of completion in months
1	2	3	4	5	6	7	8
1	Modification of Model Degree College at Jantaribol for purpose of skill development training center at Kamakhyanagar (Electrical Works) in the District of Dhenkanal for the year 2023-24	Rs.32,17,125.00	S.E Dhenkanal (R&B) Division	Rs.32,500.00	Rs.6000.00	MV / HT License	2 (Two Calendar Months)

3. Bid documents consisting of Plans, specifications, the schedule of quantities and the set of terms and condition of contract and other necessary documents can be seen in the website: - [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in).
4. The cost of Earnest Money Deposit / Bid Security of the amount specified for the work in Col. 05 above, the bidder shall make electronic payment using his / her Internet Banking enabled account with designated Bank or their aggregator Bank such as SBI / ICICI / HDFC or the bidder having account in other Bank can make payment using NEFT / RTGS facilities of designated Banks. Bidders desirous to hire machineries or equipment's from outside the State or owned but deployed outside the State are required to furnish 2 % of the amount put to tender as Bid Security.
5. The Bid documents will be available in the website: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in). From **10.00 AM on dt. 16.11.2023 to 5.00 PM on 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 5.00 PM.**
8. Bids received on line shall be opened at 11.00 AM on dt. **01.12.2023** in the office of the Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal 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 sale and receipt of the bids as specified, the bids will be opened on the next working day at the same time and venue.
9. The cost of bid documents as mentioned in Col. 6, the bidder shall make electronic Payment using his / her Internet Banking enabled account with designated Bank or their aggregator Bank such as SBI / ICICI / HDFC or the bidder having account in other Bank can make payment using NEFT / RTGS facilities of designated Banks.
10. The Engineer contractor who desires to avail the facility of exemption of EMD is required to submit the scan copy of affidavit to avail EMD exemption along with the bid document .Affidavit should contain how many times such facility have been availed by him prior to this during the current financial year. Otherwise they will not be entitled to avail such facilities.
11. Other details can be seen in the bidding documents.
12. The authority will not be held responsible for any technical snag or network failure during on-line bidding.
13. The authority reserves the right to reject any or all tenders without assigning any reason thereof.

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

Memo No. .... **DT.** .....

Copy submitted to the Chief Manager (Technical) State e-procurement Cell, Odisha, Bhubaneswar for favour of kind information and necessary action.

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

Memo No. .... **DT.** .....

Copy submitted to the Director, Printing Stationery and Publication, Govt. of Odisha, Madhupatna, Cuttack – 10 for information and necessary action He is requested to arrange for publication of the TCN in next issue of Odisha Gazette.

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

Memo No. .... **DT.** .....

Copy submitted to the Engineer-in-chief (Civil) Odisha / Chief Engineer (DPI & Roads) / Chief Engineer (Buildings) Odisha, Bhubaneswar / F.A.-Cum-Additional Secretary to Government in Works Department Odisha / Chief Construction Engineer Dhenkanal (R&B) Circle, Dhenkanal for favour of kind information.

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

Memo No. .... **DT.** .....

Copy submitted to the Collector, Dhenkanal along with C.D. enclosed for display in the district website / S.P. Dhenkanal / P.D. DRDA, DUDA, Dhenkanal /E.E., N.H Division, Dhenkanal / E.E, R.W, Division, Dhenkanal / Kamakhyanagar / E.E, Minor Irrigation Dhenkanal / Executive Officer, Dhenkanal Municipality, Dhenkanal with request to display the above notice in the office Notice Board for wide publication.  
Enclosure: - Soft Copy – 1 No

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

Memo No. .... **DT.** .....

Copy in duplicate to the SDO, (R&B) Sub-Division Dhenkanal /Hindol/ Kamakhyanagar with a request to display one copy the above notice on their office Notice Board and circulate among the local contractors for wide publication

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

Memo No. .... **DT.** .....

Copy to Notice Board / Divisional Accounts Officer / A.E.E. (Estimator) / A.E. (Estimator) 2 spare copy for respective tender files / Cashier /Tender File for information and wide circulation.

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



**OFFICE OF THE SUPERINTENDING ENGINEER  
DHENKANAL (R&B) DIVISION, DHENKANAL**

Email – eedklpwd@gmail.com

**INVITATION FOR BIDS THROUGH e-Procurement**

Bid Identification No. SEDKL (R&B). 31/ 2023-24

## **Invitation for Bids**

1.	The Superintending Engineer Dhenkanal (R&B) Division, Dhenkanal, on behalf of Governor of Odisha, invites percentage rate bids in single cover system in ONLINE MODE only, for Construction of Building work & Electrical work as detailed below.		
2.	Nature of work	:	Electrical works
3.	No. of work	:	01 Nos.
4.	Bid Cost.	:	₹ 6,000/- Each
5.	Class of Contractor	:	MV / HT License
6.	Availability of Bid Documents in the website	:	From 10.00 AM of 16.11.2023 to 5.00 PM of 30.11.2023
7.	Date of Opening of Bid	:	Dt. 01.12.2023 at 11:00 AM.
8.	The Bidders have to participate in ONLINE bidding only. Further details can be seen from the website : <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> . Any addendum / corrigendum / cancellation of tender can also be seen in the said website only.		

Sd/-

Superintending Engineer  
Dhenkanal (R&B) Division

**Memo No. .... Dt.....**

Copy in duplicate along with soft copy forwarded to Deputy Director (Advertisement) & Deputy Secretary to Government, I & PR Department, Odisha, Bhubaneswar with a request to get it published in 2 Nos of Local Odia leading Daily's and 1 No. of local English daily Newspaper.

Since, the date of receipt of bids starts from Dt. 16.11.2023, it is requested that the "Invitation For Bids" may be published on or before dt.16.11.2023.

The complimentary copy of the Newspapers containing the Tender Call Notice may be sent to this office for reference and record.

Enclosure: - i) Soft Copy – 1 No  
ii) Copy of NIT – 2 Nos

Sd/-

Superintending Engineer  
Dhenkanal (R&B) Division

## CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Refer ence to Page no.
			Ye s	N o	
01.	Cost of tender paper <b>Rs. 6,000.00 (Online)</b>	D.T.C.N Clause No.1.7			
02.	<b>E.M.D for Rs. 32,500.00 (Online)</b>	D.T.C.N Clause No.2.1.1 & <b>Clause No.15</b>			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender	D.T.C.N Clause No.28.2			
04.	Copy of valid Registration Certificate	D.T.C.N Clause No.2.1.2			
05.	Copy of GST Registration Number	D.T.C.N Clause No.2.1.8			
06.	Copy of PAN Card	D.T.C.N Clause No.2.1.9			
07.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.2.1.4			
08. (A)	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.2.1.5			
(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.2.1.7			
(C)	Experience Certificate in Schedule – D	D.T.C.N Clause No.2.1.3			
(D)	EPF Registration Certificate	D.T.C.N Clause No.2.1.10			
(E)	Manufacturer's authorization form in Schedule – I	D.T.C.N Clause No.2.1.6			
09 (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 are to be furnished in shape of copy of invoices / required sale deed in case of 2 <sup>nd</sup> purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Superintending Engineer of Works Department within 90 days of last date of receipt of tender is also allowed.				
	<b>List of plants and equipment</b>	<b>Requirement</b>			
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					
(vii)					

## **CONTRACT DATA**

### **(A) GENERAL INFORMATION**

Sl No	Item	Details
1	Name of the Work	Modification of Model Degree College at Jantaribol for purpose of skill development training center at Kamakhyanagar (Electrical Works) in the District of Dhenkanal for the year 2023-24
2.	Employer	Works Department
3.	Employer's Representative	Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal
4	Chief Construction Engineer	Chief Construction Engineer Dhenkanal (R&B) Circle, Dhenkanal
5	Accepting Authority	Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal
6	Executing Authority	Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal
7	Estimated Cost	<b>Rs.32,17,125.00</b>

### **(B) BID INFORMATION**

8	Intended completion period/Time period assigned for Completion		02 Months
9	Last Date & time of submission of Bid		5 PM of 30.11.2023
10	Date of opening (Cover-I)		Time: 11.00 A.M hours on Date: 01.12.2023
11	Cost of Bid Document		
	i	Cost of Bid Amount	Rs.6,000.00
	ii	Payment Mode	On line
12	Bid Security (Clause No.2.1.1 & No.15 of DTCN.)		
	i	Amount	Rs. 32,500.00
	ii	Pledged in favour of	Superintending Engineer, Dhenkanal (R&B) Division
	iii	Payable at	Dhenkanal
	iv	Payment Mode	On line
13.	Additional Performance Security (Clause No.28.2 of DTCN.)		
	Amount	Sl. No.	Quoted Rate less on the amount put to tender.
		i	Below 5%
		ii	From 5% and above and below 10%
		iii	From 10% and above
	Pledged in favour of		Superintending Engineer, Dhenkanal (R&B) Division
	Payable at		Dhenkanal
	Type of instrument		As specified in the Bid document
14.	Bid validity period		90 days
15.	Currency of contract		Indian Rupee
16	Language of contract		English



# Procedure to participate in online bidding e-procurement

**1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration No. (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Regd. No. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

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

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

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

d. If the *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.

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

**1.2.** In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in

13 those systems strictly within their own control.

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

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

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

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

**1.7.** The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the



claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

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

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

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads 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 affected by using DSC of appropriate class.

**2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/ printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection. The on-line bidder shall deposit the original copy of the 'bid security' with in the specified period mentioned in the DTCN (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. Non-submission of bid security with in the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

**2.1** The bidder shall have to furnish a "**BID Security declaration**" as per the Office Memorandum No.8943 dtd.18.03.2021 of Finance Department, Government of Odisha in lieu of Bid Security in the format annexed Form of Bid Security Declaration along with the bid.

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

**2.3** The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure 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.

**2.4** Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption. **2.5** Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

**3. FORMAT AND SIGNING OF BID:** (Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of 15 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 any last moment problem of power failures etc. 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 any last moment problem of power failures etc. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of 15 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 any last moment problem of power failures etc. 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 any last moment problem of power failures etc.

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

**3.2.** The bidder shall log on to the portal with his DSC and move to the desired tender for 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.

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

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

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

### **SUBMISSION OF BIDS: -**

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

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

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

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

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

**3.8.** Bids cannot be submitted after due date and time. The bids once submitted 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 summery of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

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

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

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

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

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

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

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

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

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

#### 4. SECURITY OF BID SUBMISSION:

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

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

#### 5. DEADLINE FOR SUBMISSION OF THE BIDS:

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

#### RESUBMISSION AND WITHDRAWAL OF BIDS:

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

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

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

#### 6. LATE BIDS:

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

#### 7. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

#### 8. OPENING OF THE BID:

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

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

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

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

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

**8.4.** During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared.

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

**8.4.2.** 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 cannot be opened.

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

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

8.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished.

#### **EVALUATION OF BIDS: -**

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

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

8.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

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

8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

8.7 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.

Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

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

8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

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

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

8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

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

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

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

#### **9. CLARIFICATION AND NEGOTIATION OF BIDS:**

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



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

#### 10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

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

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

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

#### 11. BLOCKING OF PORTAL REGISTRATION

**1.1** 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.

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

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

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

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

**1.3.3** Fails to execute the agreement within the stipulated date.

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

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

## (Relevant clauses in the DTCN / Bid document shall be superseded)

### General Conditions of Contract

#### A. GENERAL

##### 1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The **Superintending Engineer Dhenkanal (R&B) Division, Dhenkanal Odisha** is competent to invite tender. He will also nominate his representative who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.3. The successful bidder shall complete the works by the intended completion date specified in the tender notice.
- 1.4. Throughout these bidding documents, the terms ‘‘bid and tender’’ EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 1.5. Intending tenderer is required to produce any documents viz. copy of Registration, Valid GST clearance certificate etc, at the time of submission of tender documents. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his / her bid shall be declared as non-responsive and thus liable for rejection. The Bidder is required to attend the officer inviting the bid for verification of original documents within three days of opening the bid.
- 1.6. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The contractor/Bidder intending to participate in the bid is required to register in the portal with some information about the firm/Contractor. This is a onetime activity for registering in portal. During registration, the contractor has to attach a Digital Signature certificate (DSC) to his/ her unique user ID.
- 1.7 The cost of Bid documents is to be remitted online for **Rs.6,000.00** towards cost of each bid respectively.

2. Tender shall be submitted ~~in two envelopes i.e.~~ technical bid in envelope-1 & price bid in envelope-2 through e-tendering procedure only.

##### **2.1 ENVELOPE NO.1 (DOCUMENTS REQUIRED) (QUALIFICATION AND ELIGIBILITY)**

The first envelope ‘‘Envelope no.1’’ shall contain the following documents.

- 2.1.1 The bidder shall remit the EMD/ bid security online as part of bid of the amount as specified in the **Contract Data**. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to furnish the EMD/bid security online as specified in the **Contract Data** and as per the above terms and conditions. Bid not accompanied with EMD as specified above shall be liable for rejection.
- 2.1.2 Scanned original copy of valid **certificate as licensed/ registered electrical contractor** with ELBO. (HT/MV license)
- 2.1.3 Scanned original copy of experience certificate showing one **single similar type work** carried out by the tender during the last three financial years. The experience certificate shall be issued by the office not below the rank of Superintending engineer (schedule D, H).
- 2.1.4 Scanned original copy of **No-relationship certificate**. (Schedule-A)
- 2.1.5 Scanned original copy of information regarding **current litigation** (Schedule-E)
- 2.1.6 Scanned original copy of **manufacturer’s authorization form** (schedule-I) (As mentioned in BOQ For Diesel Generator )
- 2.1.7 Scanned original copy of **AFFIDAVIT** (schedule-F).
- 2.1.8 Scanned original copy of valid **registration certificate** from Odisha state sale tax department (GST act 2017) or declaration to submit it within 30days of acceptance of agreement.
- 2.1.9 Scanned original copy of **PAN** allotted by income tax department.
- 2.1.10 Scanned original copy of **EPF registration certificate**.

##### Important note

- a. Please note that omission to attach any documents or documents to be found incomplete or incorrect is likely to invalidate the tender.
- b. All copies uploaded in connection with this bid shall be scanned from original documents. The same documents of the selected bidder (lowest) shall be verified from the original before accepting the bid. If found false or any forged the tender is liable for rejection.
- c. The similar type work means: Execution of such type of works under the possession Govt., semi-Govt. ,Govt. undertaking organizations.
- d. The site visit should be carried out before submission of tender.
- e. Warranty of all fitting items should be submitted during the execution of work .

## 2.2 ENVELOPE No.2 (Financial bid)

~~2.2.1 The envelope no.2 (commercial envelope) shall contain only main tender. The tender should his offer in the form of percentage below/above the estimated cost. He should not quote his offer anywhere directly or indirectly in envelope no.1 failing; which the envelope no 2 shall not be opened and his/her tender shall stand rejected.~~

2.2.2 Offer to be submitted online.

2.2.3 Bidder has to submit Additional performance security (APS) as per clause 2.1.1.

### Important point

- a. The successful bidder shall submit the amount equal to 2% of the cost put to tender as initial security deposit during agreement.
- b. Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of N.S.C/Post Office Savings Bank Account/Post Office Time Deposit Account/Kisan Vikas Patra/Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ e-bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards EMD/ISD/any security deposit within seven days of issue of Letter of Acceptance. (LOA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. **Further, proceeding for blacklisting shall be initiated against the bidder as per Works Department Office Memorandum No.14459 dtd.20.09.2018.**

3.1 SC/ST contractors may submit copies of valid caste certificate at the time of submission of tenderer papers and they should specifically claim in the affidavit that they want to avail 10% price preference. Without Additional performance security exclusively for price preference, SC/ST contractors are not eligible for price preference.

3.2 Contractors who are exempted partly or fully depositing earnest money or initial security deposit must produce attested true copies of the exemption certificate affidavit along with the tender otherwise tender will not be accepted.

3.3 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.

3.5 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; and/or
- 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.; and/or
- c. Indulged in unlawful & corrupt means in obtaining bids.
- d. Being black listed/their registrations 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 responsive 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 Rent, royalties and other charges of materials, including all taxes as applicable, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
- 5.3 The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills if any.
- 5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

### 6. SITE VISIT:

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

uisition by the intending Bidder.



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

### **8. CLARIFICATION OF BIDDING DOCUMENTS:**

- 8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours every day except on Sundays & Public Holidays till last date of sale of tender paper. In case of any query or discrepancies in technical specification the same should be brought to the notice at least before seven clear working days of closing of tender.

### **9. AMENDMENT OF BIDDING DOCUMENTS:**

- 9.1. Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website <https://tendersodisha.gov.in> notice board and through paper publication.
- 9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Superintending Engineer, Dhenkanal (R&B) division Dhenkanal Odisha 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 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.

- (i) Tender Call Notice / Invitation for Bid
- (ii) Instructions to bidders (IFB)
- (iii) Conditions of Contract
- (v) Specifications
- (vi) Drawing if any

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

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

#### **B. "Technical & Financial Bid" shall comprise.**

- (i) Declaration as per Bid document.
- (ii) Qualification Information and supporting documents,
- (iii) Certificates, undertakings, affidavits,
- (iv) Priced Bill of Quantities

### **12. BID DOCUMENT:**

- 12.1. All duties, taxes, including GST and other levies payable by the contractor under the contract, or for any other **cause** shall be included in the rate on material in respect of this contract shall

be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.

**12.2.** In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be **considered** as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

**12.3.** 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 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 remedying of any defects therein.

### **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 10 days or the period mentioned in the notice, after the deadline date for submission of bid as specified in the notice inviting the Bids. 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. EMD/BID SECURITY:**

15.1 The bidder shall remit the EMD/ bid security online as part of bid of the amount as specified in the **Contract Data**. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to furnish the EMD/bid security online as specified in the **Contract Data** and as per the above terms and conditions. Bid not accompanied with EMD as specified above shall be liable for rejection.

15.2 The Bid shall be declared non-responsive and shall be rejected if submitted without **EMD**.

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

15.4 The bid Security of unsuccessful bidders will be returned online after the tender process is over..

15.5 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 backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.

c. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 3.

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

(i) Sign the Agreement; or

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

### **16. FORMAT AND SIGNING OF BID:**

**16.1.** 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 within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder 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 any last moment problem of power failures etc. ***In case percentage rate contract, the decimal value up to two digits will be considered (Ex 12.9978 is same as 12.99).***

**16.2.** 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.

**16.3.** 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.

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

16.5. In the e-procurement process, each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.

16.6. 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 Bids if so desires, can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

#### **D. SUBMISSION OF BIDS**

##### **17. SECURITY OF BID SUBMISSION:**

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

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

##### **18. DEADLINE FOR SUBMISSION OF THE BIDS:**

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

18.2. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, 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.

##### **19. LATE BIDS:**

19.1. 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.

##### **20. MODIFICATION AND WITHDRAWAL OF BIDS:**

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

20.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and 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.

20.3. The protected bill of quantities (BOQ) uploaded by the procurement officer/publisher for the bid is the authentic BOQ. Any alteration or deletion or manipulation in BOQ shall lead to cancellation of bid.

#### **E. OPENING AND EVALUATION**

##### **21. OPENING OF THE BID:**

21.1. Bid opening dates are specified during tender creation or can be extended vide corrigendum.

These dates are available in TCN/ 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 openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

21.1.1. The bidders who participated in the online 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.

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

21.2. 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.

21.3. In case bids are invited for m

the "Bid" shall be that in which they appear

in the "Invitation for Bid".

**21.4.** During bid opening, the covers containing original demand draft towards Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with clause 15 shall be checked and announced. The list of bidders who have submitted the original copy of the cost of Bid and Bid Security shall be prepared and announced.

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

**21.5.** 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 cannot be penned.

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

21.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished in Part - I pursuant to Clause 3.

21.5.3. After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects. But on account of such modification, there should not be any change in "Financial Bid".

21.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

21.5.5. Immediately (usually within 3 or 4 days), on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

21.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per clause no 30 shall be taken against the bidder/contractor.

21.7. 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.

21.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.

21.7.2. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.

21.7.3. 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.

21.7.4. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.

- 21.7.5. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.
- 21.7.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 21.7.7. The Financial bid of the bidders shall be opened one by one by the designated officers.  
The system shall auto-generate the Comparative statement.
- 21.7.8. 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.

## 22. PROCESS TO BE CONFIDENTIAL:

- 22.1. **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.

## 23. CLARIFICATION OF BIDS:

- 23.1 To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.
- 23.2 Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

## 24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

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

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

- 24.2. 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.

- 24.3. 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

- Which affects in any substantial way the scope, quality, or performance of the works?
- 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
- Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids?

- 24.4. 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.

- 24.5. 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.

## 25. EVALUATION OF BIDS: DELETED

### F. AWARD OF CONTRACT

## 25. AWARD CRITERIA:

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

- 25.3. Competent Authority i.e. **SE Dhenkanal (R&B) Division, Dhenkanal** reserves 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..

## 26. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:

- 26.1 In case the 1st lowest Bidder or one by one, thereby facilitating a particular



Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivizing the bidder.

- 26.2 The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement with in the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

## 27. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

- 27.1 The competent authority 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.
- 27.2 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.

## 28. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 28.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

### 28.2. Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion. (Additional performance Security) Modified vide Works Department office Memorandum No.4559 dt.05.04.2021

Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the amount of Additional Performance Security (APS) in shape of N.S.C/Post Office Savings Bank Account/Post Office Time Deposit Account/Kisan Vikas Patra/Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ e-bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards EMD/ISD/any security deposit within seven days of issue of Letter of Acceptance. (LOA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and **Further, proceeding for blacklisting shall be initiated against the bidder as per Works Department Office Memorandum No.14459 dtd.20.09.2018.**

The Additional Performance Security (APS) has to be deposited as follows.

Sl No.	Range of difference between the Estimated cost put to Tender and Bid amount.	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	<b>No Additional Performance Security</b>
2	From 5% and above and below 10%	<b>50% of difference between Estimated cost put to tender and bid amount</b>
3	From 10% and above	<b>150% of difference between Estimated cost put to tender and bid amount</b>

The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Chief General Manager (Civil) 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.

29.2.1. Following documents shall form part of the agreement.

- The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.
- Standard Bid Document of G. E. D.

28.3. The letter to proceed with the work shall be issued by the **Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal 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.

28.4. Upon signing of the agreement by the successful bidder, the SE Dhenkanal (R & B) Division, Dhenkanal will promptly notify the other bidders that their bids have been unsuccessful.

## 29. CORRUPT OR FRAUDULENT PRACTICES:

29.1. SE Dhenkanal (R & B) Division, Dhenkanal will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the next higher authority.

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to

### GENERAL TERMS AND CONDITIONS

1. Sealed % (Percentage) rate bid **in single** bid cover from the bidder, if the bidder is not an OEM, should be an authorized dealer of the Original Equipment Manufacturer. Authorization from manufacturer for the work mentioned should be submitted to participate in the tenderer manufactures / companies required to be submitted in the prescribed Tender schedule issued from the office. Any change by design may also be indicated and price for the same also be quoted.
2. Department shall not supply any materials for the said work.
3. The sell and receipt of bid documents is as per the tender call notice date and time fixed for the tender.
4. The DTCN can be down loaded from the web-site (<http://www.tendersodisha.gov.in>) Government of Odisha website in case of which the document cost should be submitted in a separate envelop marked "Cost of Bid document downloaded from the internet" along with the bid document. The Department shall not be responsible, if any portion of the bid document, during or after being down loaded from web-site, is found to have been tampered or exceeded or modified with respect to the approved bid document, as available in the office.
5. This DTCN forms part of the agreement and each page of the DTCN is to be signed by the tenderer as a taken of acceptance of the terms and condition of the DTCN as enclosed with the tender schedule.
6. The tender papers submitted by the tenderers shall accompany with the requisite earnest money as prescribed in the tender call notice in the shape of NSC/ Postal time deposit pass Book/ KVP/B-G/P.O.T.D.R duly pledged in favour of the **Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal** from any Nationalized scheduled Bank, Payable at **Dhenkanal**.
7. The Last date of selling of tender paper and the last date of receipt of tender paper is as per the press Notice inviting tender & its subsequent Corrigenda if any.
8. All tenders received will remain ordinarily **valid for a period of 90 (ninety) days** from the date of receipt of tenders and the validity of tenders can also be extended if agreed to by the tenderer and the Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal.
9. Tenders received in incomplete shape are liable for rejection.
10. No claim shall be entertained towards any expenses made by any party for submission of the tender in case of cancellation, rejection or withdrawal of the tender.
11. The contractor/ Manufacturer shall submit fortnightly progress reports in a format as may be prescribed by the engineer-in-charge.
12. The contractor shall be responsible for safe custody of the materials at site and the dept. will not be responsible for any loss or damage of the property at site.
13. Unilateral stoppage of work by the Contractor without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the dept. reserves the right to take such actions as it may deem fit.
14. If during the period of **42 (forty two)** months for LED fitting & **18 (eighteen)** month for other part of the work from date of completion or **36** months for LED fitting & **12** months for other part of the work after commissioning of the work whichever is earlier in the opinion of the Superintending Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt on the notice in that behalf from the Superintending Engineer, duly commence execution and completely carry out the work that may be necessary for rectifying the defects specified therein under the supervision of the Superintending Engineer. In the event of the contractor failing and neglecting, the rectification work may get the same executed and carried out departmentally or by other agency at the risk on account and at the cost of the contractor. ***The contractor shall forthwith on demand pay to the government the amount of such costs, charges and expenses sustained or incurred by the government of which the certificate of Superintending Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to the arrears of land revenue and in the event of contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the government; the same may be recovered from contractor as arrears of land revenue. The government shall also be entitled to deduct the same from any amount which may then be payable or which may there after become payable by government to the contractor either in respect of the said work or any other work or from the amount of the security deposit retained by government.***
15. The Contractor/ Manufacturer shall engage for this work competent qualified and authorized resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the contractor in their absence in receiving directions from Engineer in charge of the work or any authority of the dept. which will be binding on the Contractor.
16. The contractor/ Manufacturer shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee/Officers of dept. against all claims for injuries or damages to any person or any such property.
17. If it shall appear to the Engineer-in-charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract or usual practice. The contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or the case may be, remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer in charge and or his subordinate Engineer in charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in case of any such failure the Engineer in charge and his subordinate engineer may rectify or remove and re-execute the work or remove the replace with others the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.
18. The Contractor/ Manufacturer shall not employ for the purpose of this contract any person who is below the age of eighteen years and shall pay to each laborer for the work done by such labour, wages not less than the wages as prescribed by



- Government of Orissa. Staff of the contractor shall have to comply with all Labour laws and other rules in force while carrying out the work.
19. The Department shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The Contractor/ Manufacturer shall have to pay the entire compensation if decided in any Court of law for any injury/loss to any workman caused during the execution of contractor work if by order of any Court Department pays any compensation to honour the award. Then the amount shall be recovered from the bill and security of the Contractor.
  20. The amount quoted price shall remain firm and fixed until completion of the project.
  21. The detailed plan specification and scope of work if required can be ascertained from the Office of the **SE, Dhenkanal (R&B) Division, Dhenkanal** during office hours on any working days prior to the last date of sale of tender papers.
  22. The tenders containing extraneous conditions, not covered by the tender call notice are liable to rejection. Rate quoted should be fairly reasonable rates being abnormal. Super-fatuous and unworkable rates are liable for rejection.
  23. No lump sum tender will be entertained if the tenderer does not quote any rate for any items shown in the bill of Quantity. The tender will, in no case be considered and shall be rejected.
  24. The tenderer shall quote any rate against each item shown in the bill of quantity in words and figures. In case of variation of the rates between words and figures. The rates quoted in word shall be deemed to be the properly quoted rate. For consideration.
  25. Cutting should preferably be entailed by the tenderers to avoid complication. The authority shall take no responsibility. In the matter of complications arise but of scoring over writing or interpolating the tenders should be written legibly.
  26. The tender, shall accompanied with attested photo copies of valid PAN card/ TIN-813 / GST whichever are applicable. Non submission of any of these documents, the authority shall reserve the right to reject the tender However if authority desires the original copies can be asked for verification before the consideration for a final checking. The earnest Money shall be retained by the Dept. till the completion of entire work and payment of final bill or till the completion of the guarantee period of twelve months and the security deposit shall not carry any interest.
  27. The concerned E.E may deduct the statutory deductions as applicable.
  28. In case the successful bidder quoting less than the estimated cost , the bidder shall submit additional performance security to the extent of differential amounts between the bid amount and estimated cost Such APS shall be submitted along with the S.D. and before execution of agreement in shape of N.S.C/Post Office Savings Bank Account/Post Office Time Deposit Account/Kisan Vikas Patra/Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar/ e-bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards EMD/ISD/any security deposit and duly pledged in favour of **Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal**. The APS shall be released after the completion of the work to the satisfaction of the authority and after completion of guarantee period.
  29. The successful tenderer after execution of the agreement and after issuance of the work order, submit a detail programme of work immediately to the concerned Superintending Engineer, for approval.
  30. The successful tenderer who executes a valid agreement with the concerned E.E shall be called contractor and shall abide by the terms and conditions of the agreement as prescribed from time to time.
  31. The work will be completed in every respect within the stipulated period of completion as mentioned in the Notice inviting Tender from the date of commencement of the work to be stipulated in the work order. There shall be no extension of contract period except on valid reasons to the satisfaction of the **Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal** respectively and the contractor shall submit such request for extension. The may consider such request for extension after taking into the considerations the valid reasons.
  32. If the contractor disproportionate or abandoned or failed to progress the work according to the time schedule submitted he shall be liable penalty under relevant clause of the item rate contract.
  33. All Cement concrete works shall be executed in a mechanical form and shall use the concrete Mixer, Vibrator, Pumps, etc at the own cost of the Contractor for the purpose.
  34. Shuttering and centering shall be with steel plate or seasoned hardwood planks inside of which shall be lined with suitable sheeting and made leak proof and water tight as per direction of the site Engineer-in-Charge.
  35. The Site Engineer-in-charge 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.
  36. The contractor shall arrange necessary tools and plants at his own cost required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant including cost of transportation thereof.
  37. After the work is finished all surplus materials should be removed from the site of work preliminary work such as vats. Mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
  38. No claim shall be entertained with regard to extra items of works or extra quantity of any items besides estimated amount unless specific written order is issued from the concerned E.E. Division.
  39. **The tenders shall have to abide by the CPWD code rules / Indian Electricity rules 1956/BIS/CEA regulation/NEC/NBC.**
  40. Samples of materials during the execution of work may be collected and send for testing. If the testing results of materials found unsatisfactory in that case the agency will have to replace the materials free of cost.
  41. **The contractor shall use approved and tested materials as approved by the Engineer in charge according to PWD/CPWD/ BIS/NEC/ NBC specification and the Contractor shall arrange the materials at his own cost and after completion of the work the contractor shall clear the site along with all equipments at his own cost. In case of work for which there is no such specification mentioned, such work shall be carried out in accordance with divisional specifications, the work shall be carried out in all respects in accordance with the instruction and requirement of the Engineer-in-charge.**
  42. The contractor shall on demand by engineer-in-charge, furnish the proof as well as photocopies (duly signed by contractor) to the satisfaction of engineer-in-charge regarding purchase of items from the manufacturer's authorization outlet.
  43. The rate for each work and concrete items wherever dewatering is imperatively necessary, the terms dewatering shall mean the execution or operation of the items due to standing water as well as due percolation of water. The quoted rates will be inclusive of this.

44. The materials borrow areas, and hutments at sites should be arranged by the contractor at his own cost No future complaint on this account shall be entertained.
45. Items of work not covered by tender notice will be paid at the current schedule of rates of the Public works Department and those not covered by the SR will be paid on actual analysis after being approved by the Engineer-in-charge.
46. Standard Public works Deptt/ Public Health Deptt. / Electrical Deptt. Specification of Govt. of Odisha / ISI specification etc where applicable as to be decided by the Engineer-in-charge will be followed in executing the work.
47. The contractor will make no claim on the rates, quantities and amounts that will appear in the agreement and the total work, in a complete shape, will be handed over to the Department within the time allowed by and the department.
48. 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 repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the works. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other Calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.
49. Any damage caused by natural calamities should be borne by the contractor at his own cost. The Deptt. shall not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
50. In case of any dispute in the meaning of specification, description of items, rates, conditions of agreement or due to errors/typo-graphical errors, omissions, the decision of the tender accepting Authority with due recommendation of the Engineer-in-charge of work is final and binding on the contractor.
51. The tenderer shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
52. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Deptt. letter No.VIII R-8/5225 Dated. 26.02.1955 & No.II M 56/6 28842 (5) Dated.27.09.1961 as amended from time to time.
53. That for the purpose of jurisdiction in the event of any dispute, it shall be at Dhenkanal.
54. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.
55. Before commissioning the work, the materials shall be inspected by the Superintending Engineer (Civil or Electrical). The contractor should furnish two copies of test certificate at his cost(ex: IR , Earth test). The expenditure towards testing and test certificate shall be borne by the contractor. All the materials to be used in work should have prior approval of the Engineer-in-charge and confirming to the specification of the ISI Standard.
56. The Liaison with CESU DISCOM authority and the Electrical Inspector regarding permission and inspection respectively will be done by contractor. The contractor has to deposit the required amount of supervision charges/ service connection charges. Security money inspection fees & processing fees to concerned department on behalf of **Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal** respectively. The same amount will be paid by the Department to the tenderer on production of original money receipt. It is part of the work. Contractor has to rectify the work if any recommended by Electrical inspector at his/her own cost. Noncompliance of above will lead to forfeit of security deposit.
57. The actual layout drawing shall be got approved by the contractor from the concern electrical inspector before starting the work as per requirement.
58. Dismantling materials of CESU shall be handed over to concerned CESU engineer and copy of receipt of handing over shall be submitted whenever required.
59. The Electrical supervisor & Line men mentioned on the license should supervise the work at site.
60. Though agreement will be done for particular quantities, during execution of work, the quantities may vary as per site condition.
61. No advance payment will be made by the Department. However Part / full Payment shall be made by the **Superintending Engineer, Dhenkanal (R&B) Division, Dhenkanal** after completion of supply, erection testing and commissioning, inspection by the Electrical Inspector and charging of the line and satisfactory operation.
62. In the event of failure or refused to execute the order, the EMD will be forfeited and the supply order will be cancelled after the completion time period from the date of issue of the order. In the event of delay in supply erection, testing and commissioning of the materials with work pertaining to order, penalty @ 0.5% of the order value per month delay will be imposed subject to a maximum of 5 % (Five percent) along with the EMD.
63. **The Agency has to submit details drawing and designs for approval before agreement and work order.**
64. **Over and above these conditions, the terms and conditions, rules and regulations and specifications as laid down in OPWD code, NBC, NEC, CEA regulation or Indian electricity rules, Indian standards, CPWD code with latest revision/amendment are also binding on the part of the contractor.**

## **TECHNICAL SPECIFICATIONS**

### **1. Earthing:**

1. Earthing shall generally be carried out in accordance with the requirement of Indian Electricity Rules and the relevant rules and regulations of electrical supply authority. 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.
2. The work shall include earthing of noncurrent carrying metallic parts of all the equipment; conduit pipes, cable and cable supports and earth strips (the design to be approved by the purchaser) and all the inter connections between the earthing system to a value mutually agreed upon between the purchasers and the supplier.

## **2. Installation, testing and commissioning.**

1. The supplier shall be responsible for the installation testing the commissioning of all the equipment and materials supplied by him against this specification. This shall also include the provision of miscellaneous wiring and supports and earthing in compliance with Indian Electricity rules and to the full satisfaction of the Government Electrical Inspector. All small items such as clamps, bolts, nuts, racks, supports, miscellaneous wiring etc. required to make the installation complete shall constitute the part of major items specified in the bill of quantities and the tenderer should quote for each item taking these into considerations.
2. 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, erection, 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.
3. The supplier shall submit samples of each and every equipment and materials for the final approval of the purchaser's representatives immediately after the acceptance of offer. All the equipment 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 defected the supplier shall replace the same at his own expenses.
4. 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 drawing, test certificate and both for tests carried out at the factory and site as well as the testes which the inspector may demand. In case any addition of alternations are required to be made in the installation or in the equipment as per the directive of the Government Electrical Inspector/Local Authorities, the same will have to be carried out by the supplier at his own expense.
5. The position of main board, switches, sockets and routes of pipes and cables shown in the drawings are only indicative. The actual position of these shall be decided at site at the time of execution jointly by the supplier and the purchaser's authorized representative. The positions of pipes and boards 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.

## **3. Standard**

1. All the equipment and materials selected shall be also supplied and installed taking into consideration the Factories Act, Fire Regulations and local Laws/Bye-Laws. All fittings and equipment selected shall be of well tried out design. All the materials used in the assembly of fittings and their accessories shall be of high quality and manufactured in accordance with the best modern practice.
2. 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 inspection 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 specifications /requirement. No claim for any rejected material will be entertained by the owner. The contractor will remove all rejected materials from site at his own cost.

## **4. Installation and Maintenance Tools.**

1. The supplier along with the tender shall furnish a complete list of tools, appliances and accessories required for the installation of pipes, cables and wiring.

## **5. Drawings**

1. All drawings, test certificates, instruction manuals etc. shall be in English Language and all dimensions and weights shall be in metric units.
  2. The tenderer shall submit with the tender general arrangement drawings for the installation work etc. as offered by him in the tender.
  3. 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 installation work well in advance so that the site work shall not suffer.
  4. After obtaining approval of the above drawings the contractor shall supply three sets of the drawings.
6. **The technical literatures and operating instructions and the maintenance manuals shall also be supplied in triplicate to the purchases after the completion of the installation work.**

## **7. Test**

1. 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 performance 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.
2. 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.

## **8. CODES**

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

- a) Indian Boiler Act 1923 and Rules and Regulations made there under.
- b) Indian Electricity Act, 1923 and Rules and Regulations made there under.
- c) Indian Factories Act, 1948, and Rules and Regulations made there under.
- 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) A.I.R.E. Test Codes
- n) American Society of Materials Testing Codes.
- o) Standards of the Indian Standards Institution.
  1. Low Tension Circuit Breakers: -IS-2516-1955part-1Section-1
  2. Switchgear bus bar: -IS-375-1963
  3. H.R.C fuse links: -IS-2208-1962
  4. Distribution fuses Boards: -IS-2675-1966
  5. Enclosure for low voltage switchgear: -IS-2147-1962
  6. P.V.C cables: -IS-1554-1975
  7. Steel boxes for Enclosure of Electrical Apparatus: -IS-5122-1969

8. Fittings for Rigid steel conduit: -IS-2667-1979
9. Rigid steel circuits for Electrical wiring: -IS-1653-1972
10. Accessories for Rigid Steel conduits for Electrical wiring: -IS-3837-1966
11. Switch Socket outlets.: -IS-1293-1967
12. Three pin plug and socket outlets.: -IS-1293-1967
13. Earthing: -IS-3043-1966
14. Electrical wiring installation: -IS-732-1963
15. Switchgear: -IS-3072-1965(part-1)
16. Public Address system: -IS-1882-1962
17. Low Tension switch use units: -IS-4064-1978
18. Code of practice for Automatic Fire Alarm system: -IS-2189-1970
19. the conduits shall not exceed the numbers those specified in Indian standard specification No.732.

**20. Main and Sub distribution Boards:**

21. 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.
22. 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

**8. TECHNICAL SPECIFICATIONS**

**1.GRP poles**

1. The material is pre-pigmented & therefore scratch –resistant
2. The colour & design of pole & arm should be chosen by the engineer in charge at the time of execution.
3. The surface finish is UV protected.
4. The pole should have non corrosive, high strength, low maintenance, light weight, impact resistance, nonconductive.
5. The contractor has to provide the design of as the specification mentioned in boq before proceeding to the work.
6. The above drawing should be approved by the department before the execution of work.

**2.CABLE**

Technical specification for 1.1 kv, XLPE insulated, power cables. The cable shall be manufactured and tested strictly in accordance with the Indian standard IS: 7089

PVC insulated copper conductor cable is govt. Specification IS: 694

**3. CIRCUIT BREAKER**

1. Miniature circuit breaker is of govt. Specification IS : 8828

**4.LED LIGHTS**

1. LED lights warranty cards should be provided to the department after the execution of work.
2. LED should have warranty for minimum 3 years
3. The model of light is of (havells – Endura baybrite plus /endura city liner neo /neo n ),or its equivalent to phillips/ Crompton make

**5.TIMER PANEL**

The contractor have to submit the test report of timer panel.

**9 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 especially with regard to the following.

- Fuse switch board and distribution boards
- Light fittings
- Conduits and the accessories for them
- Switches / plug sockets
- Cable and wires

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

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

### **10 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.

**Tenderer are required to submit the information in the following schedules**

### **SCHEDULE-A**

### **CERTIFICATE OF NO RELATIONSHIP**

I/We hereby certify that I/We\* am/are\*/ **related/ not related** to any officer of P.W.D 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 Odisha 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 the 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 LIST WORKS IN HAND**

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

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

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

Signature of the Tenderer

Date.....

Agency

Superintending Engineer

## SCHEDULE-D

### CERTIFICATE OF LIST WORKS EXECUTED

SL NO.	Particulars of works already executed	Approximate amount of work	Name of Department under which the works were executed	Period of commencement and period of completion	Whether the works were completed in stipulated period
1	2	3	4	5	6

I/We do hereby certify that the following works have been executed by me/us in the past.

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

Signature of Tenderer

Superintending Engineer  
Date:

## SCEDULE- E

### INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF THE TENDERED OR ABANDDNNMENT OF WORK BY THE TENDEREER.

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 partner 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 partner 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 cancelled, Qualification application will be summarily be rejected.

Signature of bidder.

## 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 have abandoned any road/ bridge/Irrigation/ Buildings or other project work in India nor any contract award to us 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.
5. The UID / Aadhar No of undersigned is \_\_\_\_\_

(Signed by an Authorized officer of the firm)

Title of Officer  
Name of the Firm  
Date



**MANUFACTURER'S AUTHORIZATION FORM**

No

To

Dear Sir,

We \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factory at (address of factory) do hereby authorize M/S (Name and address of agent) to submit a bid, negotiates and receive the order from you for the work ".....".

We hereby extend out full guarantee and warrantee as per Clause 14 of the general condition of contract and clause of the general and special condition of contract for the goods and services offered by the above firm. Also hereby extend our technical support and confirm the availability of spares for useful life of system / spares.

Yours faithfully,

(Name)

(Name of manufactures)

**Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturers. It should be included by the bidder in its bid.**

**BIDDER CONTACT ADDRESS**

1. *Name.*
2. *Address.*
3. *E-mail ID*
4. *Telephone No.*
5. *Mobile No.*

**Total: - 30 (Thirty) pages only**

**APPROVED for 30 (Thirty) pages only**

**Sd-  
Superintending Engineer  
Dhenkanal (R&B) Division.**