



Sambalpur Municipal Corporation Sambalpur

Email id: sambalpurm.hud@od.gov.in

No. 6590/SMC /Eng.

Dt. 06.05.2026

Bid Identification No. 11/SMC_SBP/2026-27

Tender ID No. 2026_ORULB_128875

NOTICE INVITING TENDERS

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

The Municipal Commissioner, Sambalpur Municipal Corporation invites percentage bid in two bid system {**Part-I: General & Technical Bid and Part-II: Price Bid**} on behalf of Municipal Corporation for the following works from eligible government registered contractors for execution of the Civil work. The proof of registration from the appropriate authority shall be enclosed along with the Bid.

Sl No	Name of the Work	Ward No.	Tender Value in Rs/-	Class of Contractor	Tender Fee in Rs.	EMD to be deposited in Rs.	Completion Period in days
1	2	3	4	5	6	7	8
1.	Construction and O and M of Kanji House under Sambalpur Municipal Corporation.		4554408	B	6000	1% of Tender Value	90
2.	Construction of paver block road with drain from Katapali rice mill to Jharapali (jhareipali), ward no-2	2	16947817	A & B	10000	1% of Tender Value	90

- Contract and other necessary documents can be seen in the website www.tendersodisha.gov.in
- Cost of Bid Documents/ Tender Paper:** Cost of Bid Documents/ Tender Paper specified against each work in column 6 of table of N.I.T. The paper cost should be paid online in the portal in a single payment. The bidder is solely responsible for successful payment and he will not be able to participate in case of failure. Department of State Procurement Cell, NIC and designated Bank should not be held responsible or failure of payment by the bidder.
- Submission of tender and other details can be seen online in www.tendersodisha.gov.in.
- The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/ modifications/ addendum to DTCN if any.
- The original documents i.e., Bid Document cost, Affidavits, Undertakings & Certificates as per the Schedules and Annexure of DTCN that have been uploaded by the bidder in the e-tender website by **5:00 PM of 28.05.2026** should be submitted to the **Municipal Commissioner, Sambalpur Municipal Corporation** for verification, so as to enable opening of Technical Bid at **11:00 AM of 29.05.2026**.

6. **Critical Dates:-**

SN	Description	Critical Dates
(i)	Period of availability of tenders on-line :	From 11 AM of 09.05.2026 To 5:00 PM of 28.05.2026
(ii)	Last date & time of bidding on-line :	5:00 PM of 28.05.2026
(iii)	Date & time of opening of Technical Bid :	11:00 AM of 29.05.2026
(iv)	Date & time of opening of Financial Bid :	Will be intimated to the selected Eligible bidder

7. All original documents along with affidavit of lowest bidder will be verified before issue of work order.

8. As per the Works Department Letter No. 5310 Dt. 02.05.2009 and letter No. 5140 Dt. 28.04.2009, Labour Cess @ 1 % (One percentage) will be deducted from the bill of the contractor.

9. **Minimum Technical Eligibility Criteria:-**

i) The firms/registered contractors must have successfully completed works of a similar any type of civil work such as road, drain, building, irrigation work, PH & Sanitation work **valued at not less than 30% of the tender value in any one year during the last three (3) years.** The firm shall be required to submit performance certificates for the executed work, confirming satisfactory performance. These certificates must be issued by an appropriate authority, not below the rank of Executive Engineer or equivalent.

ii) The Firms/Registered Contractors should have annual financial turnover of not less than **40% of the Tender values** in any one year in civil **Construction Works** during last 3 (Three) years and the turn over need to be certified by Chartered Accountant.

10. The bid for the work shall remain open for acceptance for a period of **120 (One Hundred Twenty) days from the date of opening of price bids.** If any Bidder/ Tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the earnest money deposited by the bidder/tenderer shall stand forfeited.

11. The Bidder should have not been black listed by any Govt./ Govt. Undertaking on the bid opening date. Self-declaration certificate by Bidder in the form of Affidavit is to be submitted.

12. All amendments, time extension, clarifications etc. will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.

13. All original documents along with affidavit of lowest bidder will be verified before issue of work order.

14. **Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:**

I. **Where the bid price is below 0% but not below 10% of the project cost put to bid,** no additional performance guarantee/security percentage is required.

II. **Where the bid price is below 10% but not below 20% of the project cost put to bid,** the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional

bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

III. Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

V. The additional performance security shall be treated as part of the performance security.

VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

15. Engineers Contractors who want to avail EMD exemption have to furnish one affidavit declaring therein to the effect that they have not yet availed three nos. of EMD exemption during the financial year and to show the original registration certificates to the tender opening authority for confirmation. Any bidders desirous to avail any facility as per certain circular/- orders of Govt. have to apply for the same in affidavit along with copy of the circular/-order. Without submission of Affidavit any claim to avail preference and Exemption of EMD will not be entertained.
16. In pursuance to Work Department, Govt. Of Odisha Memorandum No-4281 Dt.5.3.2025 preference given to Local MSMEs/Start-ups in procurement of works has been withdrawn. From the date of issue of the memorandum. Hence no preference to MSMEs registered contractor towards exemption from deposit of Bid Security/EMD at the time of participation of tender and concessional payment of Performance Security will be given henceforth .Bid received without required EMD will be out rightly rejected in on line.
17. To ensure periodic upkeep and long term sustainability of the projects to be taken up under SMC, It has been decided that tender invited for the projects shall have 3 years of maintenance period from the date of completion of the work. The Agency have to maintain defects if any noticed by Authority during that periods at his own cost. The Agency shall quote his rates after visiting the proposed site and also looking in to the maintenance of the projects for next three years after it's Completion except damage occurred due to unprecedented natural calamities. No further claim towards maintenance will be entertained.

18. If any SC/ST contractor wants to avail price preference and Exemption of EMD as per Govt Notification they shall submit Affidavit for the same during submission of tender in Online without submission of Affidavit any claim in future to avail price preference and Exemption of EMD will not be entertained.
19. The sealed Bid document shall contain scan copy of (a) Registration certificate, (b) PAN, (C) GST Registration certificate, (d) Cost of Tender Paper (Tender Fee) and EMD and other document required as per DTCN and special condition if any.
- Even if qualifying criteria are met, the bidders will be disqualified for the following reasons
 - if enquired and convinced by the Department as to making a false statement or declaration in APPENDIX- A to D
 - Past record of poor performance.
 - Past record of abandoning the work half way / recession of contract.
 - Past record of in-ordinate delay in start / Completion of the work.
 - Past history of litigation.

Other details can be seen in the enclosed Bidding documents (DTCN).

20. All terms and conditions of this Detailed Tender Call Notice (DTCN) shall be considered as part of the agreement to be executed with the successful bidder for the work.

21. Bidders should read the terms and conditions carefully before bidding.

21.1 The Authority reserves the right to cancel any or all the Bids without assigning any reason thereof.

**Name and Address of the Officer Inviting Bids: Municipal Commissioner,
Sambalpur Municipal Corporation,
Durgapali, Sambalpur, Odisha 768006
Phone : #91-0663 241 1316,
email : sambalpurm.hud@od.gov.in**

Other details can be seen in the enclosed Bidding documents (DTCN).

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 6591 /SMC

Dt. 06.05.2026

Copy submitted to the Dist. Magistrate and Collector, Sambalpur for information.

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 6592 /SMC

Dt. 06.05.2026

Copy submitted to the Chief Engineer- Cum – Addl. Secretary, H&UD Department & ILW, SMC for information & with a request to display this notice in his office notice board for wide circulation.

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 6593 /SMC

Dt. 06.05.2026

Copy forwarded to the Executive Engineer, National Highways /P.W. D (Road) Division I and II/ Rural Works Division / P.H. Division Sambalpur for information and with a request to display this notice in their respective Office notice board for wide circulation.

Sd/-

Commissioner

Sambalpur Municipal Corporation

Memo No. 6594 /SMC

Dt. 06.05.2026

Copy pasted in the Office notice board for wide circulation and copy to MIS Consultant, Engineering Section for necessary action.

Sd/-

Commissioner

Sambalpur Municipal Corporation



Sambalpur Municipal Corporation Sambalpur

Email id: sambalpurm.hud@nic.in

Notice No. 6600 /SMC /Eng.

Dt. 06.05.2026

'e' Procurement Notice.

Bid Identification No. 11/SMC_SBP/2026-27

Tender ID No. 2026_ORULB_128875

The Municipal Commissioner on behalf of Municipal Corporation, Sambalpur invites tenders in double Cover System. Bid documents consisting of specification the Schedule of Quantities and the set of terms and conditions of contract and other necessary documents can be seen the Govt. Website i.e. <https://tendersodisha.gov.in>

1. Number of Civil works: **2 (Two) number**
2. Estimated Costs: **45.54 lakhs and 1.69 crore**
3. Period of completion: As per NIT
4. Date and time of availability of the bid documents in the portal: From **11 A.M. of 09.05.2026**
to **05.00 PM of 28.05.2026**
5. Last Date/ Time for receipt of bids in the portal: **05.00 PM of 28.05.2026**
6. Bids will be opened on: **11.00 AM of Dt. 29.05.2026**
7. Name and address of the officer inviting bid: **Municipal Commissioner,**
Sambalpur Municipal Corporation, Sambalpur

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 6601/SMC

Dt. 06.05.2026

Copy forwarded to the Deputy Director (Advt.) and Deputy Secretary to Govt., Information & Public Relation Deptt., Odisha, Bhubaneswar, for information with a request to arrange immediate publication of the **Invitation For Bids (IFB) in 1 (One) English National Newspaper** in addition to **2 (Two) leading Odia Daily newspapers**. It is requested to ensure the publication of above tender call notice, copy of the newspaper where in the advertisement is published may please be sent to this office for necessary action.

Sd/-
Commissioner
Sambalpur Municipal Corporation

SECTION- 2(A)

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Definitions:

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

2. Eligibility:

- 2.1. A Bidder shall be deemed to have the nationality of India.
- 2.2. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 2.3. Registered Contractor of '**A**' & '**B**' Class of Odisha State PWD or equivalent class of **Government of Odisha, OTHER STATE GOVERNMENT/ RAILWAYS/ CPWD/MES/CONSTRUCTION COMPANY/REPUTED ENGINEERING FIRM** or other State Govt. Proof of registration is to be furnished along with the tender.

3. History of Litigation and Criminal Record:

If any criminal cases are pending against the Contractor (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.

4. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer /Assistant Executive Engineer and above in the Organization of Sambalpur Municipal Corporation, Sambalpur.

5. Other Requirements:

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

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

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

6. Original Certificates:

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

7 Cost of Tendering:

7.1. The Contractor shall bear all expenses associated with the preparation and submission of his tender, **Municipal Commissioner, Sambalpur Municipal Corporation** shall in no case be responsible or liable for reimbursement of such expenses.

8. SITE VISIT:

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

9. Clarification of Tender Documents:

The Contractor shall carefully examine the tender documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Contractor find any discrepancy in or omission from the specification or any other of the tender documents or should he be in doubt as to their meaning, he should immediately address a clarification online.

10. Amendment of Tender Documents:

10.2. At any time prior to the dead line for submission of tenders, **Municipal Commissioner, Sambalpur Municipal Corporation** may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Contractor, modify the tender documents by issuing an Addendum.

10.3. Such addenda will be notifying in the website and will be binding upon them

C. PREPARATION OF TENDER DOCUMENT

11. Language of the Documents:

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

12. Documents Comprising the Tender:

- (a) General & Technical Proposal
- (b) Price Bid
- (c) All documents stipulated elsewhere in the DTCN.

13. Sufficiency of Tender:

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

14. Preparation of Proposal:

14.1. The Proposal (see Section-2(B) Clause 1(J)) as well as all related correspondence exchanged by the employer & the Contractor shall be written in the language specified in the Data Sheet.

14.2. In preparing the proposal, the Contractor is expected to examine in detail the documents comprising the DTCN. Material deficiencies in providing the information requested may result in rejection of a proposal.

14.3. Site Inspection by tenderer.

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

15. Technical Proposal Format and Content:

The Contractor should have sufficient man power to execute & complete the work within the time schedule. He should have sufficient financial background / work experience with specification in construction of water supply scheme / machinery and equipment required for execution of the work / free from litigation / have good working record of completion of the works in time. It may be noted that the contractor should satisfy the minimum eligible criteria for award of Contract. The Technical Proposal shall provide the information indicated in the following paragraphs (clause 2(B) 19.1 to 2(B) 19.8) using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.

15.1. A description of the approach, methodology and work plan for performing the assignment.

15.2. Work completion certificate from an Engineer not below that the rank of Executive Engineer in support of the work executed as furnished in **Scheduled-B & C**.

- 15.3 Copy of PAN Card.
- 15.4 Copy of Contractor's Registration Certificate.
- 15.5 General Power of Attorney if required in favour of the authorised signatory.
- 14.6 Other information as required.
- 15.8. The Technical Proposal shall not include any financial information related to the Price Bid.

16. The Financial Proposal:

- 16.1. The Contractor shall quote item rate on prescribed form of the Bill of Quantities (BoQ) already supplied in the Tender.
- 16.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall also be inclusive of all duties, levies, taxes of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.
- 16.3. The contractor should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.
- 16.4. The rate quoted by the firm shall be firm.

17. Tender Validity:

- 17.1. The proposal must remain valid for **180 (One Hundred Eighty) days** from the date of opening of price bid.
- 17.2. A Contractor agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

18. Authorization, Corrections, Erasures etc. in Tender Papers:

- 18.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.
- 18.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **Executive Engineer, Sambalpur Municipal Corporation, Sambalpur**
- 18.3. Only one tender shall be submitted by a contractor. Submission of bids through e-Procurement portal the system shall consider only the last bids submitted through portal.

19 Security Deposit

In addition to that **5% of gross value** will be deducted from bill(s) of the contractor toward Security Deposit (**SD**) which will be refunded after the defect liability period subject to payment of final bill or obtaining clearance from the Audit.

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

20. Signing of Tenders / Bid

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

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

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

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

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

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

21. Clarification on an Amendment to DTCN Document:

21.1. Contractor may request a clarification to any clause of the DTCN documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent online in the portal. The Employer will respond to this online through the same portal. Should the Employer deem it necessary to amend the DTCN as a result of a clarification, it shall do so following the procedure under para. 2(B) 25.2.

21.2. At any time before the submission of Proposals, the Employer may amend the DTCN by issuing an addendum/corrigendum which shall be published in the portal. The addendum/corrigendum shall be binding for the bidders. To give the bidders a reasonable time to take into account the amendment into their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter, a tenderer may raise concerning the tendering of the works.

D. SUBMISSION OF TENDERS

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

22.1. Bid Documents:

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

22.2. Documents Comprising the Bids:

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

22.3. Bid Price:

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

22.4. Bid Security/EMD:

- (i) The notification of award will constitute the formation of the contract, subject only to the furnishing of the EMD & Initial Security Deposit in shape of National Savings Certificate / Demand Draft/ TDR on any Nationalized Bank duly pledged in favour of the Municipal Commissioner, Sambalpur Municipal Corporation, and in no other form. The EMD + ISD shall be 1%+1% of the value of the accepted tendered amount and sign the agreement in fulfillment of the contract in the office of the Municipal Engineer/Municipal Commissioner as directed. EMD deposited online during submission of tender by all the bidder will be returned after issue of work order.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited.

The EMD & ISD will be refunded after Twelve months of successful completion and commissioning of the work subject to payment of the final bill and rectification of defect if any. The E.M.D. will be forfeited in case where tenderers back out from the offer before acceptance of tender by the competent authority.

- (ii) The EMD will be forfeited in any of the following case.

- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
- b) If the Bidder does not accept the correction of the Bid Price.
- c) In the case of a successful Bidder, If the Bidder fails within the specified time limit to
 - i) Sign the Agreement / contract or
 - ii) Furnish the required ISD and Performance Security.
- d) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates uploaded by the bidder is found to be false/fabricated/bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.

22.5. Submission of Bid:

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

In case of submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate

submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.

22.6. Late Bids:

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

23. Modification & Withdrawal of Bid:

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

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

24. Bid Opening:

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

25. Award of Work:

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

E. TENDER OPENING AND EVALUATION

26. Tender Opening:

26.1 The **Executive Engineer / Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.

26.2 A tender shall include the following documents:

- a) Price Bid.
- b) EMD
- c) Cost of tender document.
- d) Proof of eligibility and qualifications.
- e) There are any criminal cases pending.
- f) PAN Card.
- g) Affidavit.
- h) Power of Attorney.
- i) Record of litigation and arbitration.
- j) Other documents as required.

26.3. The **Executive Engineer / Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.

27. **Clarification on Tenders from Tenderers:**

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

28. **Determination of Responsiveness:**

28.1. Prior to the detailed evaluation of tenders, **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

28.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur**. Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

29. **Proposal Evaluation:**

29.1. From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)31.

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

29.3. Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

29.4. **Evaluation of Technical Proposals:**

29.4.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the DTCN.

29.4.2. A Proposal shall be rejected at this stage if it does not respond to required aspects of the NIT / DTCN.

29.4.3. During technical evaluation, the tenderers may have to make a presentation on their technical proposal before the Evaluation Committee if felt necessary. The date of such presentation shall be intimated to them in writing or by mail.

29.5. **Evaluation of Financial Proposals:**

29.5.1. After the technical evaluation is completed, the Employer shall inform to the contractors, who have qualified in the General, Technical & Price bid.

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

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

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

29.6. **Selection of contractor on the basis of Price Bid:**

Other condition being equal, the contractor bidding the lowest price will be considered for acceptance by competent authority.

30. **Negotiations:**

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

L₁.

AWARD OF CONTRACT

31. **Award Criteria:**

31.1. After acceptance of price bid of the tender by competent authority selected contractor will be intimated about such acceptance.

31.2. The contractor is expected to commence the work on the date and at the location specified in the Data Sheet.

32. **Right to Accept or Reject any or all Tenders:**

Not with standing Clause 2(B)35, the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

33. **Process to be Confidential:**

33.1. After the opening of tenders as per Clause 2(B)30 & 2(B)33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the contractor or any other persons, officially not concerned with the process, until the award of the contract to the successful contractor has been announced.

33.2. Any effort by any contractor to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

34. **Notification of Award & signing of Agreement:**

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

b) The contractor after furnishing the required acceptable performance security and additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-charge with copy thereof to the procurement Officer-Publisher. The Procurement Officer- Publisher shall up load the summary and declare the process as complete.

SECTION-2 (B)
TENDER DECLARATION

[To be filled in by the tenderer]

I/We hereby tender for the execution for the Governor of Odisha of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said work in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the specifications, designs and drawings and other documents referred to therein, which shall have to be approved by the **Sambalpur Municipal Corporation, Sambalpur**, and such other written instructions as may be given by the **Sambalpur Municipal Corporation, Sambalpur**, Odisha from time to time for duly carrying out of the said works and with such materials as are provided for in accordance with the conditions and special conditions hereto attached. I/We have inspected the work site and studied its conditions, labour, materials and have understood the tender implications fully.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and special conditions of the contract annexed hereto or in default thereof to forfeit and pay to the Governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Signature of Tenderer / Contractor

(Seal)

1. Decision of Municipal Commissioner is Final:

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

2. Amendment of Errors during Progress of Work:

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

3. Fair Wage Clause:

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

The Executive Engineer shall have the right to enquire into and to decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

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

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

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

5. Work not to be sublet:

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

6. **Deviation from Approved Drawing and Specifications:**

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

7. **Rate for Extra Work.**

Any authority given by the Executive Engineer for any alterations or addition in or to the works is not to vitiate contract but all additions omissions or variations made in carrying out the works are to be measured and valued and certified by the Executive Engineer and added to or deducted from the amount of the contract as the case may be at rates in accordance with the sanctioned schedule of rates in force at the time when the particular item of work was commenced. In those cases in which rates do not exist, the Commissioner, Sambalpur will fix the rates to be paid and his decision shall be final.

8. **Extension of Time:**

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

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

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

10. **Supply of Materials:**

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

specified by the Engineer-in-charge. The contractor shall furnish necessary certificates in support of the quality of the materials as may be required by the Engineer-in-charge.

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

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

11. **Execution with Defective Workmanship & Improper Materials.**

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

12. **Responsibility of the Contractor during Execution of Work:**

From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of Odisha harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.

13. **Execution of Works in the Site by Other Workmen:**

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

14. **Compensation for Delay:**

- (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to $\frac{1}{2}$ percent of the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or un-finished after the proper dates (The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorised agents, are fully complied with by the contractor to the Executive Engineer's satisfaction). And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the

whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% (Ten Percent) of the estimated cost of the work as shown in the tender.

- (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the Executive Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
- i) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) 20% of the value of the left over work will be realised from the contractor as penalty.
 - ii) To employ labour paid by Deptt. of Water Resources and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
 - iii) To measure up the work of the contractor and to take such part of the work of the contract, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof. In the event of any of the above courses being adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract, unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so Certified.

15. **Circumstances for Rescission of Contract:**

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in **Clause 6.15** or in consequence of not having proper instructions for which the contractor shall have duly applied) the Executive Engineer may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the Executive Engineer to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other

person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Executive Engineer by the contractor or may be set off by the Executive Engineer against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

16. **Payment Certificate.**

A Certificate of the Executive Engineer or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor under the provisions of **Clause-6.11.**

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

18. If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment or increase of the work as originally contemplated.

19. **Incentive for Early Completion:**

Incentive @ 1% will be paid in case of completion of the work ahead of One month (Part of month shall be excluded) from the stipulated date for completion and the maximum amount shall be 2% if the work is completed 2 months ahead of the schedule time. For payment of incentive, the codal provision as laid by Works Department in their letter No.10070 Dt.08.06.2007 and OPWD Code Volume - I, Para 3.5.5. and subsequent amendment thereof shall be followed

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

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

24. Action where No Specification is mentioned:

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

25. Black Listing:

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

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

SPECIFICATIONS
MATERIAL AND WORKMANSHIP

1. All materials brought on the site of works and meant to be used for the said project site, shall be the best of their respective kinds and to the approval of the Architect / Employer. The Architect / Employer or his Representative will accept that the materials are really the best of their kinds, when it is proved beyond doubt that no better materials of the particular kind in question are available in the market.
2. The workmanship is to be the best available and of a high standard, use must be made of a special tradesman in all aspects of the work and allowances must be made in the rates for so doing.
3. Samples of all materials shall be got approved from the Architect / Employer and shall be deposited with them before the order for the materials are placed with the suppliers / manufacturers. The materials brought for the works shall confirm in every respect with approved samples.
4. Workmanship : All works shall be to true line, level, plumb and square corners, edges and arises in all cases shall be unbroken and finished neat. Only first class workmanship will be accepted. Contractor shall maintain uniform quality and consistency in workmanship throughout the execution of the work.
5. Skilled Mistries / tradesman for the respective trades shall be employed by the contractors to check the work in progress and to instruct and extract the right kind of workmanship from the men employed on the works. Instructions given to such Mistries by the Architect or his Representative shall be carried out with a view to get the work executed in a neat and workman like manner, according to the specifications.

6. The Architect may order the inspection of any finished work as he chooses and in a manner he decides, and the contractors shall bear all expenses in this connection. If the results of such inspection prove that the material used and/or workmanship is not of the standard required, the work will be rejected and removed forthwith and be replaced by works of the accepted standard of quality and material.
7. The materials and items to be provided by the Contractor shall be approved by the Architect / Employer in accordance with any samples, which will be submitted for approval by the Contractor and generally in accordance with the specifications. Also if products are specified in the specification and/or bill of brand trade name or catalogue reference, the contractor will be required to obtain the approval of the Architects before using a material. The contractor shall produce all invoices vouchers or receipts for any materials if called upon to do so by the Employer / Architects.
8. Samples of all materials are to be submitted to the Architect / Employer for approval before the contractor orders or delivers the materials at site. Samples together with their packing are to be provided free of charge by the Contractor and should any materials be rejected, they will be removed from the site at the Contractor's expense. All samples will be retained by the Employer / Architects for comparison with materials, which will be required to submit specimen finishes or colours, fabrics, etc., for the approval of the Architects before proceeding with the work.
 - 8.1.** All ends of plywood / block board/particle board/MDF/HDF shall be fitted with minimum 3mm lipping strips.
 - 8.2.** All internal surfaces of furniture shall be finished with French Polish wherever any finishes not specified.

APPENDIX — A

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR
ABANDONMENT OF WORK BY THE TENDERER**

1. Is the tenderer currently involved Yes / No
in any litigation relating to the works.
If yes: give details:

2. Has the tenderer or any of its Yes / No
constituent partners been debarred!
expelled by any agency in India
during the last 5 years.

3. Has the tenderer or any of its Yes / No
constituent partners failed to
perform on any contract work in
Sambalpur Municipal Corporation
If yes, give details:

Note:

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

Signature of the Tenderer

AFFIDAVIT

1. Sriaged aboutyears,
Son/daughter/wife of Sriat present residing
.....P.ODist..... PIN
.....do hereby solemnly affirm as follows.
2. That I /We posses valid license for execution of work contract issued by
..... and valid up to..... I am submitting tenders before Municipal
Commissioner. Sambalpur Municipal Corporation, Sambalpur for execution of ...
.....in response to tender call Notice
No..... dated.....
3. That I am the authorized signatory on behalf of contractor for the tender for the work mentioned above
4. I am swearing this affidavit that all tender documents and accompanying papers those being submitted by
me before Municipal Commissioner. Sambalpur Municipal Corporation including EMD in any shape is all
authentic and bonafide documents in the eyes of law of land.

**Signature of the Tenderer /
Authorized signature**

CERTIFICATE OF NO RELATIONSHIP CERTIFICATE

I/We hereby certify that I/we am/are related /not related to any officer of the Sambalpur Municipal Corporation in the rank of Asst. Engineer or above. I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD and ISD and I/We shall be liable to make good loss or damage resulting from such cancellation.

Full Name of contractor-

1. Address for correspondence

Phone No-

Alternative phone No.

2. Permanent Native address

Village-.....

Post-/ Dist.....

Pin code.....

Signature of the Contractor

APPENDIX-D

EXISTING COMMITMENTS AND ON-GOING WORKS:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (In lakh)	Stipulated Period of Completion	Value of works* remaining to be completed (In lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

*The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer or equivalent. In case if there is no existing commitment and ongoing works, the bidder will furnish a declaration in Schedule 'B' (above) that he has no work in hand. If found incorrect the bid shall be summarily rejected.

Signature of the Tenderer

Date.....

APPENDIX-E

WORK EXPERIENCE

LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/Agreement no.	Major Items of works	Stipulated date of commencement / completion of the work as per Agreement	Actual date of completion of the work	Value of work actually executed during last 5 financial years		Reasons for delay in starting/ completion, if any
						Financial year	Value	
1	2	3	4	5	6	7	8	9

Note: The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer.

Signature of the
Tenderer Date.

APPENDIX-F

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF
TENDERER OR ABANDONMENT OF WORK BY THE TENDERER**

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

Note:

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

SIGNATURE OF TENDERER

**Guidelines/ Procedure to be followed in introduction of
e-Procurement in Government of Odisha.**

**Government of Odisha
Works Department**

Office Memorandum

File No.FA-R-3/08 - 1027 /W, Dated 24.1.09

**Sub: Guidelines/ Procedure to be followed in introduction of
e-Procurement in Government of Odisha.**

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "Works" tenders hosted in the portal.
2. The e-Procurement portal of the Government of Odisha is "**<https://tendersodisha.gov.in>**".
3. Use of valid Digital Signature Certificate of appropriate class (class II or Class III) issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities. (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra etc is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration has decided to host all tenders costing 20 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hosting of tenders by any other departments, authority, corporations and local bodies etc., of the State with prior approval from Information Technology Department.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR / OPWD code/ Accounts Code/ Government statutes including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractors not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management “Department”, is the Administrative Department, Organization or wing is the Chief Engineer or highest tender accepting authority or equivalent officer under the Administrative Department, Division is the Executive Engineer or equivalent officer, Division is the Executive Engineer or equivalent officer and sub-division is the Assistant Engineer or equivalent officer.
11. The e-procurement software assigns role for operation of the module for specific function. The terminologies used in the Portal and their respective functions in the software are as follows:
 - a. Application Administrator: (NIC and State Procurement Cell)**
 - i. Master Management
 - ii. Nodal officer creation
 - iii. Report Generation
 - iv. Transfer and blocking of officers.
 - b. Nodal Officer (At organization level not below the Executive Engineer or equivalent rank).**
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Transfers and blocking of Officers
 - c. Procurement Officer- Publisher (Officer having Tender inviting power at any level).**
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum/ cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of pre-Bid Minutes
 - v. Report generation
 - d. Procurement Officer – Administrator: (Generally sub-ordinate officer to Officer inviting the tender).**
 - i. Creation of Tender
 - ii. Creation of corrigendum / addendum/ cancellation of Tender
 - iii. Report generation
 - e. Procurement officer – Opener (Generally sub-ordinate officer to officer inviting the Tender).**
 - i. Opening of Bid

- f. Procurement officer – Evaluator (Generally sub-ordinate officer to officer inviting the Tender).
 - i. Evaluating Bid
- g. Procurement officer – Auditor (Procurement Officer – Publisher and/or Accounts Officer/ Finance Officer)

12. **NOTICE INVITING BIDS (NIB) OR INVITATION FOR BID (IFB):**

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

<p>Government of Odisha “e” procurement Notice</p> <p>Bid Identification No.. _____</p>
<p>1. Name of the Work:_____</p>
<p>2. Estimated cost Rs._____</p>
<p>3. Period of completion:_____</p>
<p>4. Date & time of availability of bid document in the portal_____</p>
<p>5. Last date/ time for receipt of bids in the portal:_____</p>
<p>6. Name and address of the Officer inviting Bid:_____</p>

Further details can be seen from the e-procurement portal “<https://tendersodisha.gov.in>”

- c. All the volumes/ documents shall be uploaded in the portal by the Procurement Officer Administrator and published by Procurement Officer Publisher (Officer inviting tender) using their DSCs in appropriate format so that the document is not tampered with. The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersodisha.gov.in>
- d. will appear in the “Latest Active Tenders”. The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. the publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the ‘Notice Inviting Bid’ after which the same will be removed from the list of Latest Active tenders.

13. **ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:**

The Procurement Officer Publisher (Officer inviting tender) shall publish any addendum / corrigendum / cancellation of tender in the website "<https://tendersodisha.gov.in>"

- a. notice board and through paper publication and such notice shall form part of the bidding documents.
- b. The system shall generate a mail to those bidders who have already uploaded their tenders and those bidders if they wish, can modify their tender.

14. **PARTICIPATION IN BID**

- a. **PORTAL REGISTRATION:** The Contractor / Bidder intending to participate in the bid is required to register in the portal using his/ her active personal / official e-mail ID as his/ her Login ID and attach his/ her valid Digital signature certificate (DSC) to his/ her unique Login ID. He / she will enter relevant information as asked for about the firm/ contractor. This is a onetime activity for registering in Portal.
 - i. 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.
 - ii. 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.
- b. **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 CA stored in system database. The system checks the unique Login ID, password & DSC combination and authenticates the login process for use of portal.
- c. **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

- d. CLARIFICATION ON BID:** The bidder may ask question online in the e-procurement portal using his/ her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/ Bid. The officer inviting the bid/ procurement officer- publisher will clarify queries related to the tender.
- e. PREPARATION OF BID:**
- i. The bids may consist of general arrangements drawings or typical or any other drawing relevant to the work for which bid has been invited. Bidder may download these drawings and take out the print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders.
 - ii. 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.
- f. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:**
- i. 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 upload the same in portal document format (PDF) to the system in designated piece 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.
 - ii. The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance security acceptable to the officer inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD/ BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the Bid. Bid Security in other form is acceptable if the bid documents provides for it.
 - iii. 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 uploaded in portable document format (PDF) along with the bid.

- iv. The bidder shall provide the cost of bid and the Bid Security in a sealed cover superscripting the name of the work for which the instruments are intended and the Officer Inviting the Bid. He/ she is not required to write his/ her name on the cover. The original FD/BG/BD shall be physically produced before the Officer inviting the Bid or the concerned Division/ Circle/ Chief Engineer before the specified period mentioned in the bid; which in no case shall be less than three days excluding the last date of submission and opening of bids (Technical cover opening in case of Double Cover System). The bidder is also allowed to submit the original FD/BG/BD by Registered Post/ Speed post or any other delivery system before the last date & time of opening of tender.
- v. The officers authorized by the procurement officer – Publisher (Officer inviting Tender) shall transmit the sealed envelopes carefully to the procurement officer – Publisher prior to opening of the Bid. The procurement officer – publisher shall provide signed receipt with date and time for having received the number of sealed envelopes.
- vi. The Procurement officer – Publisher (Officer inviting the tender) or other concerned officers authorized to receive the original Bid security and Bid cost on behalf of the Procurement Officer – Publisher 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 within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be blocked. His name shall also be informed to the registering authority for cancellation of his registration as contractor.
- vii. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidence towards his eligibility for such exemption.
- viii. Government or Odisha has been actively considering integrating e-payment gateway into 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.

15. **SUBMISSION OF BID:**

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

- b. 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.
- c. 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.
- d. The Bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the officer inviting tender. The bidder shall type rates in figure only in the rate column of respective item(s) without leaving any blank cell in the rate column in case of item rate tender and type percentage excess or less up to one decimal place only in case of percentage rate tender.
- e. The bidder shall log on to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
 - i. Bids can't be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can't be opened even by the OIT or the procurement officer – Publisher / opener before the due date and time of opening.
 - ii. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
 - iii. The Bidder should ensure clarity / legibility of the document uploaded by him to the portal.
 - iv. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
 - v. The bidder should check the system generated confirmation statement on the status of the submission.
 - vi. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - vii. The tender inviting officer is not responsible for any failure, malfunction, or breakdown of the electronic system used during the e-procurement process.
 - viii. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is not necessary for the part of the Bidder to upload the drawings and other Bid documents (after

signing) while up-loading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer inviting the Bid.

- ix. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- x. 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 & 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.

f. **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated / bogus, his EMD/ Bid security shall stand forfeited and the bidder is liable to be blacklisted.

16. **SECURITY OF BID SUBMISSION:**

- a. All bid uploaded by the Bidder to the portal will be encrypted.
- b. The encrypted Bid can only be decrypted/ opened by the authorized openers on or after the due date and time.

17. **RESUBMISSION AND WITHDRAWAL OF BIDS:**

- a. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- b. Resubmission of bid shall require uploading of all documents including price bid afresh.
- c. 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.
- d. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- e. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the procurement officer – Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

18. **OPENING OF THE BID:**

- a. Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- b. All bid openers have to log on to the portal to decrypt the bid submitted by the bidders.
- c. The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- d. In the event of the specified date of bid opening being declared a holiday for the officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

- e. 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”.
- f. During bid opening, the covers containing original financial instruments towards cost of bid and Bid Security in the form specified in the DTCN/ ITB valid for the period stated in the Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The Procurement Officer – Opener shall continue opening of other documents if he is satisfied about the appropriateness of the cost of Bid and the Bid security.
- g. Combined bid security for more than one work is not acceptable.
- h. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further action on bid documents shall be taken by the new incumbent of the post.

19. **EVALUATION OF BIDS:**

- a. All the opened bids shall be down loaded and printed for taking up evaluation. The procurement Officer – Openers shall sign on each page of the documents downloaded and furnish a certificate that the documents as available in the portal for the tender have been down loaded.
- b. The Procurement Officer – Evaluators shall take up evaluation of bids with respect to the qualification information and other information furnished subject to confirmation of the bid security by the issuing institutions.
- c. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify on the documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder’s price bid. Non submission of legible documents may render the bid non-responsive.
- d. 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.
- e. Technical evaluation of all bids shall be carried out as per information furnished by Bidders. But evaluation of bids does not exonerate bidders from checking their original documents at later date. If the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN / ITB shall be taken against the bidder/ contractor.
- f. The procurement Officer- Evaluators; will evaluate bids and finalize list of responsive bidders.
- g. 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.
 - i. The Price bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
 - ii. At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.

- xii. The responsive bidder's name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- xiii. Procurement Officer- Openers shall sign on each page of the downloaded BOQ and the comparative statement and furnish a certificate to that respect.
- xiiii. Bidder can witness principal activities and view the documents/ summary reports for that particular work by logging on to the portal with his DSC from anywhere.

20. **NEGOTIATION OF BIDS:**

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

21. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- a. The Employer/ Engineer-in-charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution & completion of the Works by the Contractor as prescribed by the contract & the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- b. The Contractor after furnishing the required acceptable performance security and additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer – Publisher. The Procurement Officer Publisher shall up load the summary and declare the process as complete.

Sd/-
Commissioner
Sambalpur Municipal Corporation
Sambalpur