



**CUTTACK MUNICIPAL CORPORATION
CUTTACK**

TEL : 0671-2334047/

E-mail :

**DETAILED TENDER CALL NOTICE (DTCN)
FOR
WORKS OF CMC**

ESTIMATED COST: AS PER NIT

Bid Identification No. 2026_ORULB_129206

COST OF TENDER PAPER : AS PER NIT

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SECTION - 1



CUTTACK MUNICIPAL CORPORATION

NOTICE INVITING TENDER

Bid Reference No. MC(CMC)CTC_Div-I_No.3/2026-27

Bid Identification No. 2026_ORULB_129206

Tender Call Notice No. 5044 (PW) / Date. 12.05.2026

1. The Executive Engineer, City Division-I, Cuttack Municipal Corporation, at: Bikash Bhawan, Jagannathlane, Badambadi, Po. Arunodaya Market, Dist: Cuttack, Odisha, Pin-753012 on behalf of Municipal Commissioner, Cuttack Municipal Corporation, Cuttack invites **Percent Rate** through e-procurement. Bids to be eventually drawn up in the standard **P1 Contract Form**. The bid should be submitted on-line in the website: www.tendersodisha.gov.in from the registered eligible contractor of State Government MES/ Railways / CPWD in equivalent rank having EPF registration and GST-In Certificate for execution of different works as detailed below.

Sl. No.	Name of the work	Amount put to Tender (in Rs.) Approx.	E.M.D (in Rs.)	Cost of Tender Document (including 18% GST) (in Rs.)	Date of Completion	Registered Class of Contractor
1	2	3	4	5	6	7
1.	Open Space Development from Plot No. 6F/1129 to 6F/1136 CDA, Sec-9 in Ward No. 4.	12,19,800/-	12,200/-	7080	Two Calendar Months	'D' & 'C'
2.	Open Space Development from Plot No. 3E/491 to 3E/495 CDA, Sec-9 in Ward No. 4.	15,28,200/-	15,300/-	7080	Two Calendar Months	'D' & 'C'
3.	Construction of Open Space Development in Ward No. 5.	8,40,600/-	8,400/-	4720	Two Calendar Months	'D' & 'C'
4.	Construction of drainage line in Ward No. 05.	8,38,300/-	8,400/-	4720	Two Calendar Months	'D' & 'C'
5.	Construction of Boundary Wall near Anatha Ashram Garbage Point in Ward No. 11.	16,80,600/-	16,800/-	7080	Two Calendar Months	'D' & 'C'
6.	Construction and fixing of Pre-cast slab from Balu Bazar Chhak to Lalbag Thana to Prajatantra Office to Tahasil Office back side, Advocate Tripathy Babu res to Dr. Partha Rao res, Kali Thakurani Temple to Everest club and in front of Corperative Bank near JE Samir Mukher res Lali gali Mehendipur culvert to Mehendipur Masjid and Mahidaspur Dhoba Sahi and Mehendipur culvert to Mahidaspur Bazar culvert in Ward No. 13.	3,37,600/-	3,400/-	2360	One Calendar Month	'D' & 'C'
7.	Construction of New drain and cover slab from Electric Office Gali to Kajibazar Chhak in Ward No. 14.	30,60,300/-	30,600/-	7080	Two Calendar Months	'C' & 'B'

Sl. No.	Name of the work	Amount put to Tender (in Rs.) Approx.	E.M.D (in Rs.)	Cost of Tender Document (including 18% GST) (in Rs.)	Date of Completion	Registered Class of Contractor
1	2	3	4	5	6	7
8.	Construction of Anganwadi Centre at Dewan Bazar-3 at Bhaktamadhu Bidyapitha Premises in Ward No. 19.	16,86,800/-	16,900/-	7080	Three Calendar Months	'D' & 'C'
9.	Renovation of Chandan Pokhari Park in Ward No. 21.	9,23,900/-	9,200/-	4720	Two Calendar Months	'D' & 'C'
10.	Construction of Compound wall for Anganwadi and Mission Shakti Gruha at Upper Telenga Bazar in Ward No. 21.	4,65,900/-	4,700/-	2360	One Calendar Month	'D' & 'C'
11.	Renovation of School building at Sayeed Seminary Govt. Urdu PS at Nima Sahi in Ward No. 22.	6,81,000/-	6,800/-	4720	Two Calendar Months	'D' & 'C'
12.	Construction of Community Centre at Lala Matha in Ward No. 14.	11,53,600/-	11,500/-	7080	Four Calendar Months	'D' & 'C'
13.	Construction of Community Centre at Bidi Company near Urdu Training School in Ward No. 14.	11,53,600/-	11,500/-	7080	Four Calendar Months	'D' & 'C'
14.	Approach road to AWC Centre at Lalbag U.P. School in Ward No. 13.	4,00,800/-	4,000/-	2360	One Calendar Month	'D' & 'C'

2. Mode of Submission of tender: Tender should be submitted online in www.tendersodisha.gov.in
3. 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.
- 4.a) The Original Affidavit including attested hard copies of all documents up loaded through website should be submitted in a sealed cover superscripted with the name of tenderer and bid Identification no. to the **Executive Engineer, City Division-I**, CMC for verification by 16.00 Hrs of dt: **28.05.2026** so as to enable opening of Bids i.e., at 11.00 Hrs of **29.05.2026**.
- b) The scanned copy of Registration certificate, GST, PAN, affidavits including all required papers up loaded through website should be produced in original to **Executive Engineer, City Division-I, CMC**, for verification before opening of Bid. Otherwise his tender will be rejected.
5. The cost of the tender paper and EMD should be deposit through e-payment gateway of Govt. of Odisha in designated bank account.
6. **Critical Dates:-**

Sl. No.	Description	Critical Dates
(i)	Period of availability of tenders on-line.	: From 15.00- Hrs. of 14.05.2026 to 17.00 Hrs. of 25.05.2026
(ii)	Last date & time of seeking clarification	: UP TO 17.00 Hrs. of 25.05.2026
(iii)	Last date & time of bidding on-line	: UP TO 17.00 Hrs. of 25.05.2026
(iv)	Date and time of receipt of document physically (not by hand) / by registered post / speed post / any other delivery system	: On or before 5.00 PM on 28.05.2026
(v)	Date & time of opening of Bid (on line bids)	: 11.00 A.M. of 29.05.2026

7. The bid for the work shall remain open for acceptance for a period of **90 (Ninety) days** from the date of opening of 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 said earnest money shall stand forfeited / Black listed.
8. Other details can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in.
9. **Modality of GST as fixed by Govt. shall be binding on both parties**
10. Subsequent corrigendum if required shall be appeared in the website.
11. The tender for 1 year of defect liability period and the works must be completed within ____ days. If any damages found in the road/drain within 1 year of commissioning of the work then the agency will be held responsible for that and he will repair it at his/her own cost failing which he will be debarred from any tender of CMC for the period of 3 years.
12. As per notification no. MSME-IPE-MISC-0060-2019/566 MSME, Bhubaneswar dated. 24.01.2024 of MICRO, SMALL & MEDIUM ENTERPRISES Department Govt. of Odisha. The EMD/ISD/APS exemption policy of MSME Contractor is not applicable for procurement of services including work contracts (including EPC Contracts).
13. **As per Office Memorandum No. 07764600022025/173/W, Bhubaneswar Dt. 03.01.2026 & Memorandum No. 07764600022025/632/W, Bhubaneswar Dt. 09.01.2026 of Works Department, Government of Odisha :** After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security(APS) system (Detail below in Clause No : 23.4 Additional Performance Security).
14. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

On behalf of Commissioner



**EXECUTIVE ENGINEER, City Division-I
CUTTACK MUNICIPAL CORPORATION**

CONTRACT DATA

A. GENERAL INFORMATIONS

S N	Item	Details
1	Bid Identification No.	2026_ORULB_129206
2	Name of the Work.	AS PER NIT
3	Officer inviting tender.	EXECUTIVE ENGINEER, City Division-I
4	Executive Engineer concerned with head quarters authorised as Engineer-in-charge of this work.	EXECUTIVE ENGINEER, City Division-I Cuttack Municipal Corporation, Cuttack
5	Executive Engineer with head quarter	EXECUTIVE ENGINEER, City Division-I
6	Accepting Authority	EXECUTIVE ENGINEER, City Division-I
7	Estimated Cost	AS PER NIT

B. BID INFORMATION

8	Intended completion period/Time period assigned for Completion	AS PER NIT
9	Last Date & time of submission of Bid	AS PER NIT
10	Cost of Bid Document (To be Remitted Online)	AS PER NIT
11	Bid Security (EMD) To be Remitted Online	1 % of Estimated Cost
12	Additional Performance Security	
i)	Amount	
ii)	Pledged in favour of	Municipal Commissioner, Cuttack Municipal Corporation
iii)	Payable at	Cuttack
iv)	Type of instrument	As specified in the Bid document
13	Bid validity period	90 days after opening of Bid
14	Minimum period of contract / agreement / lease deed of equipment and machineries.	As per DTCN
15	Currency of Contract	Indian Rupees
16	Language of Contract	English

As per Office Memorandum No. 07764600022025/173/W, Bhubaneswar Dt. 03.01.2026 of Works Department, Government of Odisha.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security(APS) system :

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

- **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.
- **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;
- **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;
- 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.
- The additional performance security shall be treated as part of the performance security.
- 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.

As per Office Memorandum No. 07764600022025/632/W, Bhubaneswar Dt. 09.01.2026 of Works Department, Government of Odisha.

1. The phrase "*....to abolish the extant provisions of threshold negative bid caps (14.99%) introduced*" in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as "*.... to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 123661W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023*"
2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated Cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

SECTION- 2(A)

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

- (a) Scanned copies of the following documents to be up-loaded in appropriate place in PDF format in the website www.tendersodisha.gov.in failing which the tender will be cancelled.
- i. Remittance of Cost of Bid Document (Online).
 - ii. Remittance of Bid Security (EMD) (Online).
 - iii. **GST Registration Certificate.**
 - iv. PAN Card.
 - v. Registration certificate.
 - vi. Affidavit / Declaration regarding : Correctness of certificates / no relation certificate/ Acceptance of tender conditions / free from criminal proceedings etc (Schedule-C & B)
 - vii. Letter of submission of tender.
 - viii. Any other relevant required document, if any.
 - ix. Non submission of any other documents as per clauses not relevant to the nature of the work as per BOQ will not be consider for rejection
- (b) Scanned Copies of the Certificates / Formats showing details of information to be furnished as per the enclosed formats should be uploaded in appropriate place after converting the same to PDF.
- Schedule A - Structure & Organisation.
Schedule B - Declaration.
Schedule C - Affidavit.
Schedule D - Any other information.
- (The details of the Format is enclosed in the DTCN)
- (c) Uploaded documents of valid successful bidders will be verified with the original before acceptance of offer.
- (d) DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, can not participate in the tender.
- (e) **Cost of Bid Document & Bid Security amount (EMD) will be paid on online mode** by the Bidder, failing which the bidder will be disqualified.

SECTION- 2(B)
INSTRUCTIONS TO BIDDERS
A. GENERAL

1. **Definitions:**
 - a) "Employer" means the **Municipal Commissioner, Cuttack Municipal Corporation** of the Government of Odisha represented by the **EXECUTIVE ENGINEER, City Division-I, C.M.C.** or his authorised representative with whom the selected Contractor signs the contract for the services.
 - b) "Contractor" / Bidder / Firm / Engineer Firm / Company carry the same meaning through out the DTCN and Contract.
 - c) "Contract" means the contract / agreement signed by the parties along with all attached documents listed in the DTCN (Tender Document Part-I & II).
 - d) "Data Sheet" means such part of the Instructions to Contractor as are used to reflect assignment conditions and evaluation of the bid.
 - e) "Instructions to Bidders (Section-2(B) of DTCN) means the document which provides all information needed to prepare their proposals.
 - f) "TCN" (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.
 - g) "Personnel" means professionals and support staff provided by the Contractor and assigned to perform the services in full or in any part thereof.
 - h) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor.

2. **Introduction / Selection Procedure:**

The Employer named in the Data Sheet will select a contract firm to execute the work as described in the scope of work and in the Data sheet.

The Contractor shall bear all costs associated with the execution of the work on **Percentage Rate Bids**. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Contractor.

3. **Location of the Project:**

The place of action is at **Cuttack** in the State of Odisha.

4. **Source of Funding:**

The work will be funded by **Cuttack Municipal Corporation**.

5. **Eligibility:**
 - 5.1. A Bidder shall be deemed to have the nationality of India.
 - 5.2. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
 - 5.3. Registered Contractor of **As per NIT** of Odisha State PWD or equivalent class of CPWD / Railway / MES / Central or other State Govt. and Reputed Engineering Farms. Proof of registration is to be furnished along with the tender.

6. **History of Litigation and Criminal Record:**
 - 6.1. 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. In such a case, the Contractor shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.
 - 6.2. In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the **EXECUTIVE ENGINEER, City Division-I, Cuttack** without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

7. The Contractor has to furnish a declaration that no near relatives are working as in the cadre of an Assistant Engineer / Assistant Executive Engineer and above in the Organisation of Cuttack Municipal Corporation.

8. **Other Requirements:**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. The bidders who have in last 3 financial years applied for / are undergoing Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR) or facing recovery proceeding from Financial Institutions or those are facing Sickness and under consideration of Board for Industrial & Financial Reconstruction (BIFR) are not eligible for qualification. Self declaration Certificate by the bidder in the form of affidavit is to be submitted.

9. **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.

10. **Cost of Tendering:**

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

11. **Site Visit:**

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

B. TENDER DOCUMENTS

12. **Tender Documents:**

12.1. A set of Tender Documents comprising of the DTCN & BOQ includes the following together with all Addenda thereto, which may be issued in accordance with **Clause 2(B) 13 and Clause 2(B) 14.**

Section	Description
DTCN Part – I: General & Technical- Bid	
Section-1	Notice Inviting Tender
Section-2(A)	Details of the Documents to be Furnished for Online Bidding
Section-2(B)	Instructions to Bidders
Section-2(C)	Data Sheet
Section-2(D)	Letter for Submission of Tender
Section-3	Conditions of Contract
Section-4	Special Conditions of Contract
Section-5	Scope of Work
Section-6	Technical Specifications & Design Criteria
Schedule-A to D	Formats for furnishing Information by the Bidder
Annexure-I	Guidelines/Procedure to be followed in introduction of e-Procurement in Govt. of Odisha
Appendix - II	Procedure for Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids
DTCN Part – II: Bill of Quantity	

12.2. The Contractor is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the contractor's own risk.

13. **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 **as per the critical dates mentioned in the DTCN.**

14. **Amendment of Tender Documents:**

14.1. At any time prior to the dead line for submission of tenders, Cuttack 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.

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

14.3. In order to afford prospective Contractor reasonable time to take such addenda into account in preparing their tenders, Cuttack Municipal Corporation. at his discretion, may extend the dead line for the submission of tenders, if necessary.

C. PREPARATION OF TENDER DOCUMENT

Guidelines for preparation of bids on line mode has been issued by Government in Works Department letter No.1027 dated 24.01.09 and appended at last part of this document. The bidders are required to go through the procedure before preparation of bids.

15. **Language of the Documents:**
All documents relating to the Tender shall be in the English language.
16. **Documents Comprising the Tender:**
 - (a) Detailed Tender Call Notice(DTCN)
 - (b) Bill of Quantities.
 - (c) All documents stipulated elsewhere in the DTCN.
17. **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.
18. **Preparation of Proposal:**
 - 18.1. 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.
 - 18.2. 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.
 - 18.3. **Site Inspection by tenderer.**
The tenderer shall inspect the site at his own cost and shall satisfy himself 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.
19. **Technical Proposal Format and Content:**
The Contractor should have sufficient financial power to execute & complete the work within the time schedule. He should have sufficient financial background / 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)19.7] using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.
 - 19.1 The Contractor has to furnish the structure & organisation details in **Schedule-'A'**.
 - 19.2 A description of the approach, methodology and work plan for performing the assignment.
 - 19.3 Copy of GST.
 - 19.4 Copy of PAN Card.
 - 19.5 Copy of Registration Certificate.
 - 19.6 General Power of Attorney if required in favour of the authorised signatory.
 - 19.7 Other information as required.
20. **Bill of Quantities:**
 - 20.1. The Contractor shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already supplied in the Tender.
 - 20.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized **as per scope of 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.

- 20.3. 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.
- 20.4. The rate quoted by the farm shall be farm.
21. **Tender Validity:**
- 21.1. The proposal must remain valid for **90 (Ninety)** days from the date of opening of Bid.
- 21.2. 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.
22. **Authorisation, Corrections, Erasures etc. in Tender Papers:**
- 22.1. 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.
- 22.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **EXECUTIVE ENGINEER, City Division-I, CMC, Cuttack.**
- 22.3. 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.
23. **Earnest Money Deposit / ISD / SD / Additional Perform Security & GST Registration:**
- 23.1. **Earnest Money Deposit:**
The **Earnest Money Deposit (EMD) of 1 % of Estimated Cost shall be remitted on online mode.** Tenders without EMD or with Part EMD or EMD in any other form shall not be accepted and such tenders shall be out rightly rejected
- 23.2. **Return of EMD:**
The Bank will remit the **Earnest Money Deposit on submission/ cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.(as per the Appendix-II of DTCN).
The earnest money given by other two parties (L₂ & L₃) except one whose tender is accepted shall also be refunded within 15 (fifteen) days of the acceptance of the tender on application / request.
EMD shall also be returned to the unsuccessful bidders of General & Technical Bid (Part –I of tender documents) after finalisation of its evaluation or last date of the tender validity period whichever is earlier on application/request.
- 23.3. **Initial Security Deposit:**
The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (two percent) of the accepted value of the tender in shape of NSC/Postal Saving Pass Book /Post Office Time Deposit / Kishan Vikash Patra/Deposit Receipt in Schedule Bank duly pledged in favour of the **Municipal Commissioner, CMC,** Payable at **Cuttack** within 7(seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.
- 23.4. Additional Performance Security:**

As per Office Memorandum No. 07764600022025/173/W, Bhubaneswar Dt. 03.01.2026 of Works Department, Government of Odisha.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security(APS) system :

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

- **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.
- **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;

- **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;
- 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.
- The additional performance security shall be treated as part of the performance security.
- 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.

As per Office Memorandum No. 07764600022025/632/W, Bhubaneswar Dt. 09.01.2026 of Works Department, Government of Odisha.

1. The phrase" *....to abolish the extant provisions of threshold negative bid caps (14.99%) introduced*" in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as " *.... to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 123661W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023*"
2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated Cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

On intimation from the tender inviting authority, the Successful bidder shall submit the required amount of Additional Performance Security in shape of NSC/ Postal Saving Pass Book /Post Office Time Deposit /Kishan Vikash Patra /Deposit Receipt in Scheduled Bank duly pledged in favour of **Municipal Commissioner, Cuttack Municipal Corporation** Payable at **Cuttack** before issuance of Letter of Acceptance (LoA).

23.5. GST Clearance Certificate:

Tenderers are required to submit attested copies of valid and up-to-date GST Clearance/ GST Registration Certificates along with their tenders, failing which their tenders will not be considered.

23.6. Security Deposit

In addition to above, 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.

- 23.7. 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.
- 23.8. In consideration of the Executive Engineer / City Engineer / Chief Engineer, PH Cum ILW / Municipal Commissioner, Cuttack Municipal Corporation to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.
24. **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.
- 24.1 If the tender is made by an individual, it shall be signed with his own Digital Signature Certificate (DSC).
- 24.2 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.
- 24.3 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.
- 24.4 All documents furnished by the contractor along with the tender are to be digitally signed by the bidder.
25. **Clarification on and Amendment to DTCN Document:**
- 25.1. 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.
- 25.2. 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

- 26 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 12.03.2008, 4666/W dated 12.03.2008 & 1027/W Dt.24.01.2009 following changes/ modification/ addendum shall be effected.
- 26.1. **Bid Documents:**
Bid documents consisting of DTCN & BOQ 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.
- 26.2. **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 the DTCN & BOQ. Submission of document shall be effected using Digital Signature Certificate (DSC) of appropriate class and thus shall be in encrypted form.
- 26.3. **Bid Price: (BoQ)**
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 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.**
- 26.4. **Bid Security/EMD:**
- (i) The bidder shall remit bid security for the amount shown in Col. 5 of the table of Notice Inviting Tender (NIT) **on online mode.**
 - (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 up loaded by the bidder is found to be false/ fabricated/ bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.
- 26.5. **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.
- 26.6. **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.

27. **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 within 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.

28. **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.

29. **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

30. **Tender Opening:**
- 30.1 The **EXECUTIVE ENGINEER, City Division-I, CMC, Cuttack** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.
- 30.2 **A) A tender shall be rejected if;**
- i) BOQ is not enclosed.
 - ii) Cost of tender document has not remitted online on submission of bid.
 - iii) EMD as per Clause 2(B) 23.1 has not remitted online on submission of bid.
 - iv) Proof of eligibility is not enclosed.
 - v) PAN is not enclosed.
 - vi) Affidavit is not enclosed as in **Schedule-C**.
 - vii) Copy of GST Registration.
 - viii) If the rate quoted by the bidder is less than 15% of the tendered amount.
- 30.2 **B) Tenderer should up load other required documents as stipulated in the Section-2(A) of DTCN.**
- 30.3. The **EXECUTIVE ENGINEER, City Division-I, CMC, Cuttack** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.
31. **Clarification on Tenders from Tenderers:**
- To assist in the scrutiny, evaluation and comparison of the tenders, the **EXECUTIVE ENGINEER, City Division-I, CMC, Cuttack** 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 Cuttack Municipal Corporation during the evaluation of the tenders.
32. **Determination of Responsiveness:**
- 32.1 Prior to the detailed evaluation of tenders, **EXECUTIVE ENGINEER, City Division-I, CMC, Cuttack** 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.
- 32.2 Any tender which is not substantially responsive to the requirements of the tender documents as mentioned in 30.2(A) will be rejected by the **EXECUTIVE ENGINEER, City Division-I, CMC, Cuttack**; 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).
33. **Proposal Evaluation:**
- 33.1 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 proposal except any required in Clause-2(B)31.
- 33.2 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.
- 33.3 **Evaluation of the Bid:**
- 33.3.1 The Evaluation Committee shall evaluate the Bids on the basis of their responsiveness to the DTCN.
 - 33.3.2 A Bid shall be rejected at this stage if it does not respond to required aspects of the TCN / DTCN.
 - 33.3.3 The bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).
 - 33.3.4 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.

- 33.3.5 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.

33.4 **Selection of Contractor:**

As per Office Memorandum No. 07764600022025/173/W, Bhubaneswar Dt. 03.01.2026 of Works Department, Government of Odisha.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security(APS) system :

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

- **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.
- **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;
- **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;
- 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.
- The additional performance security shall be treated as part of the performance security.
- 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.

As per Office Memorandum No. 07764600022025/632/W, Bhubaneswar Dt. 09.01.2026 of Works Department, Government of Odisha.

5. The phrase "*....to abolish the extant provisions of threshold negative bid caps (14.99%) introduced*" in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as "*.... to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 123661W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023*"
6. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated Cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
7. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
8. As regards the bidding process in which the tender has been floated before the issue of Works Department Office

Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.

In case of Percentage Rate Contract, the contractor shall write percentage excess or less up to one decimal point only. If he writes the percentage excess or less up to two or more decimal points, the first decimal point shall only be considered without rounding off. **(As per Para No. 3.5.5.(V) of OPWD Code Vol-I).**

- (a) An intelligent BOQ in MS Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the rates both in words and figures for all items at the appropriate location. The bidder is not supposed to change or modify the format of the excel sheet in any form.
- (b) In percentage rate contracts the schedule of quantities shall mention estimated rate of each item and amount thereto. The tenderer has to mention percentage excess over/ less than the estimated cost (in figures and words) in the prescribed format appended to the tender document. The tenderer who participates in the tender for more than one work will offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate offered shall be considered after opening of all packages called in the tender notice. The tenderer who wish to tender for two or more work shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.

In the percentage rate tenders, only percentage quoted shall be considered. Percentage quoted by the tenderer shall be accurately filled in figures and words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the tenderer in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage excess/less and total rate quoted by the tenderer then percentage will be taken as correct. The percentage rate quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The tenderer will write percentage excess or less up to two decimal point only. If he writes the percentage excess or less up to three or more decimal point, the first two decimal points shall only be considered without rounding off. Where the tenderer has omitted to quote the Percentage rates either in figures or in words, the Officer opening the tender should record the omission.

- (c) The quantity mentioned in the BOQ can be increased or reduced to the extent of 10% for individual items subject to maximum of 5% over the estimated cost. If it exceeds this limit prior approval of competent authority is mandatory before payment
- (d) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with the due approval from next higher authority.

34. **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.

If L1 bidder does not turn up for agreement after finalisation of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to black list the contractor. In case, the L2 bidder ,if fulfils, other required criteria would be called for drawing agreement for execution of work subject to condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. **(As per the Government of Odisha, Works Department Office Memorandum No.12366 dated 08.11.2013 on amendment to Para No. 3.5.14, Note-I of OPWD Code Vol-I, by inclusion.)**

F. AWARD OF CONTRACT

35. **Award Criteria:**

- 35.1. After acceptance of the bid by competent authority, the selected contractor will be intimated about such acceptance.

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

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

Notwithstanding Clause 2(B) 35, the **EXECUTIVE ENGINEER, City Division-I / City Engineer / Municipal Commissioner CMC, Cuttack** 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.

37. **Process to be Confidential:**

37.1. 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.

37.2. 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.

38. **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.

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

e) The bidder shall within 07 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

f) If **L₁ bidder does not turn up for agreement** after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I by inclusion)

g) Following documents shall form part of the agreement

i. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 37.B.e. hereof.

ii. Standard Bid Document P.W.D. Form **P-1**.

- iii. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.
- iv. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.

SECTION- 2(C)

DATA SHEET

Ref Cl. No.	Description
	Name of the Work: - As per NIT.
Section-5	Scope of Works: - "As per NIT".
2(B)1.(a)	Name of the Employer: Municipal Commissioner, CMC, Cuttack
2(B)33.4	Method of selection: Qualifying in the Bid (L₁).
2(B)26.	Single Bid System: To be submitted as detailed at Clause-2(B)26.
2(B)15.	Proposals shall be submitted in the following language: English
2(B)21.	Offers must remain valid for 90 (Ninety) days after the date of opening of Bid.
2(B)25.1	Clarifications may be requested on-line till AS PER NIT
2(B)30	The tender will be opened on following date and time: AS PER NIT.

SECTION –2 (D)

LETTER FOR SUBMISSION OF TENDER
[To be filled in by the Bidder]

<i>Note:- (1)</i>	<i>Additional conditions appended to the tender will make the tender liable for rejection.</i>
<i>(2)</i>	<i>Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.</i>

Ref. No. _____/Dated _____

To

The Executive Engineer,
Cuttack Municipal Corporation
Cuttack

Sub: Tender for the Work – **"As per NIT"**.

Ref: Identification No. **AS PER NIT**

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred TCN, we have downloaded the Detailed Tender Call Notice (DTCN) Part-I & II and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amounts as quoted in the accompanying BOQ.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) I/We are submitting herewith Bar Chart to complete the work in time.

4) Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.

5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

6) I/We agree to keep our offer open for a minimum of **90 (Ninety)** days from the date of opening of the Bid. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

Name and Signature
of the authorised signatory
along with seal and address of the firm.

SECTION-3

CONDITIONS OF CONTRACT

- 3.1. **Decision of Executive Engineer 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 CMC, Cuttack**, 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.
- 3.2. **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.
- 3.3. **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.
- 3.4. **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.
- 3.5. **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 Cuttack Municipal Corporation. In addition, the contractors shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.
- 3.6. **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.

3.7. **Rate for Extra Work.**

Any authority given by the Executive Engineer, for any alterations or additions 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. For new items the same shall be paid at the 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 **Executive Engineer / City Engineer, CMC, Cuttack** will fix the rates to be paid and his decision shall be final.

3.8. **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.

3.9. **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 **Cuttack Municipal Corporation** 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 Cuttack Municipal Corporation 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.

3.10. **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.

3.10.1 *The successful bidder is to purchase materials necessary for execution of work contract from local SSI units & MS Enterprises having valid rate contract & ISI mark.*

3.11. **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.

3.12. **Rectification of Defects within Guarantee Period:**

Any defects, shrinkage or other faults which may appear within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Executive Engineer to be amended and made good by the contractor at his own cost unless the Executive Engineer for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Governor of Odisha may recover from the contractor the cost of making good the works.

3.13. **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.

3.14. **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.

3.15. **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 CMC (whether paid in the sum or deducted by instalments) the Executive Engineer on behalf of the CMC, Cuttack, 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 realized from the contractor as penalty.
 - ii) To employ labour paid by CMC 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.

3.16. **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 3.15** 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.

3.17. **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-3.11**.

- 3.18. The Cuttack Municipal Corporation shall make payment of work in full or part thereof those shall have been certified, subject to availability of funds

3.19. **Price Variation / Escalation Clause:** (Vide Works Deptt. Office Memorandum No.12606/W dt.24.12.2012)

Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below:

- (a) (i) **REIMBURSEMENT / RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L)**

"If during the progress of the work the price of any materials (excluding the cost of steel, cement, bitumen & POL) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average Wholesale Price Index (all commodities), and the Contractor thereupon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price,

then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18 (eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18 (eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18 (eighteen) months there from.

Formula to calculate the increase or decrease in the price of material:-

Price adjustment for increase or decrease in cost of materials other than cement, steel, bitumen, pipes and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

M_o = The all India wholesale Price Index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and Commerce, New Delhi).

M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material Component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause – (d) below.

(A) (ii) REIMBURSEMENT / RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN & PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER.

If after submission of the tender, the prices of steel, cement, bitumen and pipes (not being supplied by the Department) increases / decreases beyond the price (s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval of tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.

- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer-in-charge.

Recovery in case of decrease in prices of cement, steel, bitumen and pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement / recovery shall be determined as follows.

a) **Adjustment towards differential cost of cement**

$V_c = (C_i - C_0) / C_0 \times$ Actual quantity of cement utilised in the work during the quarter under consideration \times base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

V_c = Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered

C_i = All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry and Commerce, New Delhi.

C_0 = All India wholesale price index (as published by Economic Adviser, Government of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) **Adjustment towards differential cost of Steel**

$V_s = (S_i - S_0) \times$ Actual quantity of steel utilised in the work during the quarter under consideration

V_s = Differential cost of steel i.e. amount of increase or decrease in rupees to be paid or recovered

S_i = Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

S_0 = Base price of steel prevailing as on the last date of submission of tender including extension, if any.

c) **Adjustment towards differential cost of Bitumen.**

$V_b = (B_i - B_0) \times$ Actual quantity of Bitumen utilised in the work during the quarter under consideration

V_b = Different cost of bitumen i.e. amount of increase or decrease in rupees to be paid or recovered

B_i = Average Cost of Bitumen prevailed during the period under consideration as fixed by IOCL/ BPCL/HPCL.

B_0 = Base price of Bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) **Adjustment towards differential cost of Pipes.**

$V_p = 0.85 \times P_p / 100 \times R (P_i - P_0) / P_0$

V_p = Different cost of Pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p = Percentage of pipe component of the work as indicated in the Clause - (d)

R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

P_i = All India Wholesale Price Index for the period under consideration as published by Economic Advisor, Government of India, Ministry of Industry & Commerce, New Delhi for the type of pipe under consideration.

P_o = All India Wholesale Price Index (as published by Economic Advisor, Government of India, Ministry of Industry & Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

(B) REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT.

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of the work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled Labourer, fixed by the Government of Odisha under Minimum Wages Act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$$

V_i = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

L_o = The Minimum Wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_i = The minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

P_i = Percentage of labour component of the work, as indicated in the Clause (d).

(C) REIMBURSEMENT / REFUND DUE TO VARIATION IN PRICES OF P.O.L:

Similarly, if during the progress of work, the **Prices of Diesel, Petrol, Oil & Lubricants** increases or decreases as a result of the price fixed thereof by the Government of India and the contractor there upon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil & Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L, which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension there of as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on P.O.L on the value of works executed during the extended period.

Formula to calculate the increase or decrease in the price of P.O.L:-

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for POL.

P_f = Percentage of P.O.L component of the work, as indicated in Clause – (d) below.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

F_1 = All India Wholesale Price Index for Fuel , Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry & Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_0 = All India Wholesale Price Index for Fuel, Oil & Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

(D) The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table.

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P _i)	P.O.L (P _f)	Steel + Cement+ Bitumen+ other materials *
1.	R&B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2.	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3.	P.H. Work	Structural work	25	5	70
		Pipeline work	5	-	<u>Pipe – 70%</u> * other material -25%
		Sewer line	10	-	<u>Pipe – 70%</u> * other material -20%

*Note: Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and Pipe in the concerned works for the period under consideration.

(E) APPLICATION OF ESCALATION CLAUSE:

(i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further, shall at the request of the Engineer-in-Charge, furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and / or price of P.O.L give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition alongwith information relating there to which he may be in a position to supply.

(ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

3.20. 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.

3.21. **Incentive for Early Completion:**

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-Mail so that the report is received within 7 days of such completion to the City Engineer and Municipal Commissioner Cuttack Municipal Corporation. The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (Five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30% of contract period	=	5% of contract value
Before 20 to 30% of contract period	=	4% of contract value
Before 10 to 20% of contract period	=	3% of contract value
Before 5 to 10% of contract period	=	2% of contract value
Before 5% of contract period	=	1 % of contract value

(As amended in Works Department letter No.5288/W dt.4.05.2016 to Para-3.5.5 (V) Note-III of OPWD Code. Vol.I)

3.22. **Defects Liability Period:**

The defect liability is **12 months** from the date of formal taking over of the work by the Engineer-in-charge.

3.23. **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.

3.24. **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.

3.25. **Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:**

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge and /or Assistant Engineer and /or Junior Engineer in immediate charge of the work shall take the requisite measurements

for the purpose of having the same verified, and the claims for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge and/or his Engineering subordinates shall measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge and/or Assistant Engineer and/or his Engineering subordinates shall prepare a bill from such list which shall be binding on the contractor in all respects. Payment shall be made to the contractor in all respects.

The Engineer-in-charge will deduct @ 5% (five percent) of the value of each running bill prepared and submitted by the contractor, if any, on account of works done, and such sum or sums to be held in deposit as a further security for the due performance of the condition of the contract provided always that the Executive Engineer may refuse to make such monthly payments if in his opinion, the progress of the work or the conduct of the contractor is not satisfactory or the contractor has in any other way done or neglect to do anything as to make it appear doubtful to the authority as to whether the works will be completed by the contractor in accordance with his contract, or has failed to comply with any instruction or order of Engineering personnel. All such interim payments from time to time shall be regarded as payments by way of advance against the final payment only and not as payments of work actually done and completed and shall not preclude the requirement of bad, unsound and imperfect or unskilful work to be removed and taken away and for reconstructed or re-erected, or be considered as an admission of the due performance of the contract, of any part thereof in any respect, or accrual of any claim not shall it conclude, determine or affect in any way the powers of Engineer-in-charge and/or Assistant Engineer and/or the Junior Engineer under these condition or any of them as to the final settlement of adjustment of the accounts or otherwise or in any other way vary or affect this contract. The contractor shall submit the final bill within one month of the date for completion of the work failing which the Engineer-in-charge or his authorized representatives in the presence of the contractor shall prepare the final bill. For recording final measurement of the work, the Engineer-in-charge or his authorized representative shall serve a notice upon the contractor stipulating therein the date fixed for recording such measurement. If the contractor fails to attend the recording of final measurement by the Engineer-in-charge or his authorized representative on the date as stipulated, the Engineer-in-charge may at his discretion get the measurements recorded ex-parte or fix up another date as per his own convenience. Such measurements and the total amount payable to the contractor as certified by the Engineer-in-charge shall be final and binding on all parties.

3.26. 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.

3.27. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damaged will be imposed.

(As included in Para 3.5.18 Note-VIII of OPWD Code Vol.I vide Works Department letter No.12366/W dt.18.11.2013).

SECTION-4

SPECIAL CONDITIONS OF CONTRACT

4.1. **Changes in Constitution of Firm:**

In the case of tender by a partnership firm, any change in the constitution of the firm shall be forth with notified by the contractor to the **Executive Engineer/ City Engineer/ Municipal Commissioner** for his information. In case of failure to notify the change in the constitution within 15 days, the Executive Engineer/ Executive Engineer/ Engineer-in-Chief may 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 the Governor of Odisha and the same consequence shall ensure as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

4.2. **Engineer's Access to Work:**

The Executive Engineer is to have at all times access to the works, which are to be entirely under his control. He may require the contractor to dismiss any person in the contractor's employ upon the works who may be incompetent or misconduct him-self and the contractor is forthwith to comply with such requirements. Other supervising officers shall have all time access to the works.

4.3. **Workmen Compensation Act VIII of 1923:**

The Governor of Odisha shall be entitled to recover in full from contractor any amount that the Governor of Odisha may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

4.4. **Jurisdiction in the Event of Dispute:**

That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the CMC area and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Cuttack.

4.5. **Lighting & Sanitary Arrangement:**

Lighting & Sanitary arrangement and supply of drinking water will be made by the Contractor at his own cost for his labour camp.

4.6. **Payment of TAXES:**

The Contractor shall bear **Taxes** such as, Income Tax, Royalties, Fair Weather Charges and Tollages where necessary & **Government of Odisha** shall not entertain any claim whatsoever in this respect. Statutory deduction of **Taxes** as applicable shall be done from each running bill.

4.7. **The Building & Other Construction Workers Welfare Cess Act 1996.**

In accordance with the provisions under the said Act 1% (One) of the approved agreement value will be deducted from the R/A Bill at the time of making payment to the contractor and such amount shall be remitted in favour of The Odisha Building & Other Construction Workers Welfare Board.

4.8. **Site Clearance:**

After the work is finished or completed, surplus materials and debris are to be removed by Contractor at his own cost and preliminary works such as vats, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the contractor shall vacate the site within three months from the date of completion & commissioning, by making good the damages if any.

4.9. **Works to be Carried Out:**

The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of and for in the full and entire execution and completion of the works. The description given in the schedule of quantities/scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage & cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4.10. **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 works and of the rates and prices quoted in the schedule of quantities (DTCN Part-II Price Bid), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works.

4.11. **Rates:**

The Tenderer shall quote their offer on '**Percentage Rate' (excess or less) over the estimated cost in the Price Bid appended to the tender document** for complete work in all respects. The offer shall be inclusive of cost of all materials, labour, T&P including inclusive of all duties levies, GST of Central & State Govt. including works Contract tax the building and other construction workers welfare cess with surcharge, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work.

4.12. **Transportation:**

The contractor shall be responsible for the transportation of all materials, tools and plant, equipment and machinery to the work site as may be required at site.

4.13. **Custody of the Materials:**

The contractor shall be responsible for safe custody of the materials at site and the Governor of Odisha will not be responsible for any loss or damage of the property at site.

4.14. **Construction Schedule:**

The contractor shall submit a detailed work schedule in the form of **Bar Chart** along with his tender indicating the detailed break-up of the job. This will include all operations from submission of design & drawing, procurement of materials, construction to final testing & commissioning at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the contractor shall be revised by the Executive Engineer and approved with necessary modification if any after acceptance of the tender. However the Engineer-in-Charge shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the successful bidder to abide by such changes in construction schedule/bar chart as per direction of EIC. No claim and/or condition should either be put forth in any manner by the successful bidder or shall be acceptable to the EIC.

4.14 (a) **Progress reports – submission by the contractor**

- (1) The contractor shall submit monthly progress report of the work in a computerised form. The progress report shall contain the following, apart from whatever else may be required as specified:
 - (i) Project information, giving the broad features of the contract.
 - (ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
 - (iii) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.
 - (iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
 - (v) Plant and machinery statement, indicating those deployed in the work, and their working status.
 - (vi) Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.
 - (vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries affected, amounts withheld, net payments, details of cheque payments received, etc.
 - (viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction /decision by the Department, broad

details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.

- (ix) Progress photographs, in colour, of the various items/ components of the work done upto date, to indicate visually the actual progress of the work.
 - (x) Quality assurance and quality control tests conducted during the month, with the results thereof.
- (2) The progress report submitted by the contractor shall be checked and certified by the Junior Engineer and the Assistant Engineer, and has to be reviewed by the Executive Engineer and the Executive Engineer, over their dated signatures.
- (3) Work of unique importance and character irrespective of the value of the work, should have videography undertaken at various stages of construction right from the day of start of work to date of completion / occupation, covering all major events, inspections, visits by dignitaries, etc.

4.15. **Initial Security Deposit/ Cess:**

The tenderer whose tender is selected for acceptance shall have to deposit **2% (two percent)** of the accepted tender amount as **Initial Security Deposit (ISD)** within **7 (seven) days** of receipt of Letter of Acceptance (LoA) and sign the agreement in the prescribed form within **10 (ten) days** of receipt of Letter of Acceptance after depositing the ISD. The ISD shall be deposited in shape of NSC / POTD / Post Office Savings Bank Account / KVP/ Deposit Receipt in Schedule Bank duly pledged in favour of the **EXECUTIVE ENGINEER, City Division-I, CMC, Cuttack**. No tender shall be accepted unless required amount of security money is deposited.

In addition to the **ISD, 5%** of the bill amount shall be deducted from each bill towards the security deposit. The initial security deposit after acceptance of tender with the subsequent deduction from the contractor's bill shall form part of the security deposit equivalent to 7% of the contract value for the due fulfilment of the contract.

The security deposit of the contractor shall be refunded only 12 (twelve) months after the date of completion of the work provided the final bill has been paid and defects if any rectified.

If however there is inevitable delay in payment of final bill, the earnest money deposit and initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

ii) Cess @ 1% will be deducted from the bill of the contractor.

4.16. **Monitoring of the Project:**

Time is the essence of the contract. The execution of the project shall be closely monitored to ensure that quality; cost & time of the project are not compromised in any manner.

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Executive Engineer vis-à-vis the approved **Bar chart & PERT Chart** and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the Executive Engineer failing which the contractor shall be liable for action as per **Clause -4.26**.

In addition, the contractor shall submit monthly day-wise work program one month in advance to Executive Engineer for approval under intimation to the **Executive Engineer, Circle, Bhubaneswar** & Engineer-in-Chief, P.H., Odisha, Bhubaneswar to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause-4.26**.

4.17. **Site Order Book:**

A site Order Book shall be issued to the contractor by the Engineer-in-charge or his representative. The contractor shall keep this Book always at site and any special order or instruction to be issued to the contractor shall be recorded in this Book by the Engineer-in-charge or his representative. The contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the department but will remain during the period of the progress of the work with the contractor. The safe custody of the site Order Book during this period shall be the responsibility of the contractor. After completion of the work, the Book shall be returned back by the contractor to the Engineer-in-charge, which will be enclosed in the final bill.

4.18. **Guarantee:**

Defect liability period is **12 (twelve) months** from the date of final acceptance of the work conforming to provisions in scope of work. During this period, the contractor shall replace the defective materials if any or

rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

4.19. **Land:**

The Department may provide land if available for construction of site office to the contractor on payment of usual rent.

4.20. **Unilateral Stoppage of Work:**

Unilateral stoppage of work by the contractor without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the Cuttack Municipal Corporation reserves the right to take such actions as it may be deemed fit.

4.21. **Resident Engineer:**

The contractor shall engage for this work competent, qualified and authorised resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the contractor in his absence in receiving directions from officers of the Department, which will be binding on the contractor.

4.22. **Force Majeure:**

Neither the contractor nor the Executive Engineer shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

4.23. **Damages to Persons and Property:**

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The Department does not take any responsibility on this account.

4.24. **Attention to Urgent Works:**

If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or be adjusted against any sum payable to him.

4.25. **Safety Devices:**

i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that can not be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.

The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

ii) **Working Platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.

iii) **Safe means of access:** Safe means of access shall be provided to all working platform and other working places.

iv) **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.

v) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all

necessary fencing and light to protect public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.

- vi) **Demolition:** Before any demolition work is commenced and also during process of work:
 - a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
 - b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
 - c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
 - d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.
- vii) **Personal safety equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- viii) **Precaution against fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

4.26. **Rescission of Contract:**

Subject to other provisions contained in this clause the Executive Engineer of the Department may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

- i) If the **contractor** having been given by the Executive Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Executive Engineer (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Executive Engineer.
- iv) If the contractor fails to comply with the provisions of **Clause-4.15** & other relevant clauses mentioned elsewhere in this DTCN.
- v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Engineer.

When the contractor has made himself liable for action under any of the cases aforesaid, the **accepting authority shall have the powers to rescind the contract** (of which rescission notice in writing to the contractor under the hand of Executive Engineer shall be conclusive evidence), **20% of the value of the left over work** will be realized from the contractor as Penalty

- 4.26.1. In case of rescission of contract as per **Clause-4.26** the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor.

4.27(a) **Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:**

- i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the

Engineer-In-Charge (EIC) (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

4.27(b) Other statutory Taxes such as I.T., etc, will be deducted at sources from the bills of the contractor and deposited with concerned authority.

4.27(c) Royalty at the prevailing rate on minerals will be deducted from the bills of the contractor and deposited with concerned authority.

4.28 **Fair Wages Clause:**

- (a) 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 work done by such labourers fair wages.

Explanation—"Fair Wage" means wages, whether for time or piece work prescribed by the State Public Works Department 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 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 as per sub-paragraph-I above.

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

Odisha PWD / Electricity Department Contractor's Labour Regulations

4.28.1. Short title – These regulations may be called "**The Odisha Public Works Department / Electricity Department Contractor's Regulations**".

4.28.2. Definitions – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say -

- i) **"Labour"** means a worker employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
 - ii) **"Fair Wages"** means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.
 - iii) **"Contractor"** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - iv) **"Wages"** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 4.28.3. **Display of Notices regarding Wages, etc.:**
The contractor shall:-
- a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
 - b) Send a copy of such notices to the Engineer-in-charge of the work.
- 4.28.4. **Payment of wages:**
- (1) Wages due to every worker shall be paid to him direct.
 - (2) All wages shall be paid in current coin or currency or in both
- 4.28.5. **Fixation of wage period:**
- 1) The contractor shall fix the wage period in respect of which the wages be payable.
 - 2) No wage period shall exceed one month.
 - 3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
 - 4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - 5) All payments of wages shall be made on a working day.
- 4.28.6. **Wage book and wages cards, etc.:**
- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed
 - (c) Total number of days worked during each wage period
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
 - (2) The contractor shall also maintain a wage card for each worker employed on the work.
 - (3) The Executive Engineer may grant an exemption from the maintenance of wage book, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.
- 4.28.7 **Fines and deduction which may be made from wages:**
- (i) The wages of a worker shall be paid to him without and deduction of any kind except the following -
 - (a) Fines
 - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
 - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the Odisha Government may from time to time allow.

- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (iii) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

4.28.8 **Register of fines, etc.:**

- (i) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

4.28.9. **Preservation of register:**

The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (twelve) months** after day of the last entry made in them.

4.28.10. **Powers of Labour Welfare Officers to make investigation or enquiry:**

The Labour Welfare Officers or any other persons authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

4.28.11. **Report of Labour Welfare Officers:**

The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.

4.28.12. **Appeal against the decision of Labour Welfare Officer:**

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

4.28.13. **Inspection of register:**

The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

4.28.14. **Submission of return:**

The contractor shall submit periodical returns as may be specified from time to time.

4.28.15. **Amendments:**

The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.

The terms and conditions of the agreement have been read by Me/Us and I/We certify that I/We clearly understand them and agree to abide by them.

Contractor

SECTION – 05

SCOPE OF WORK

GENERAL

The intent of this Section is to specify the work items to be covered on **Percentage Rate Bids** in conformity with the technical specifications as enumerated in the subsequent clauses for the work "As per NIT".

5.1. **Location:**

Town : **Cuttack**
District : **Cuttack**
State : **Odisha**

5.2 **Intent of this Section**

The intent of this section is to cover "As per NIT" as per the required specification mentioned in the Bill of Quantity all complete in connection with the work .**The agency will give 1(one) year free service of the motor & pumps after installation and commissioning.**

The provisions under this section shall be read in conjunction with the Conditions of Contract (Section-03), Special Condition of Contract (Section-04) of this DTCN and other documents issued by Public Health Engineering Department, Orissa, which shall also form a part of the Contract.

5.3 **Scope of Work**

The scope of work shall cover all the items on '**Percentage Rate Basis**' in conformity with the technical specifications as enumerated in the BOQ and subsequent clauses in connection with the work **as described in the NIT**

The above scope of works is not exhaustive but gives only an idea about the type of work involved. Any other items/works, which have not been specifically mentioned but required for completeness and soundness of the systems, shall be automatically covered within the scope of work & no extra claim shall be entertained due to such coverage.

5.4. **Site Visit:**

The tenderer shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities & shall collect any other information which may be required before submitting the tender. Any claim afterwards by the tenderer shall not be entertained on account of the ignorance of the site conditions.

5.5. **Format Language and Units:**

The language of all documents shall be in English. Units of measurement in the documents, on the drawings, and the submissions shall be in S.I/ Metric Units.

5.6. **Quality of Material and Workmanship:**

All the materials supplied by the contractor shall be best of their respective kinds and shall comply with latest revisions of Indian Standards/International Standards/ Water Supply & Public Health regulations stipulated by Govt. of India, AWWA, State Pollution Control & Prevention Board, Indian Electricity Rules and other statutory requirements of Govt. of India and Govt. of Orissa.

The contractor shall be responsible for the quality of materials supplied by him and workmanship. The contractor shall guarantee the satisfactory functioning & performance of entire laid rising main from intake well to water treatment plant. If any modification/ replacement is necessitated during trial-run and guarantee period, the same shall be carried out immediately free of cost.

5.7. **Construction & Erection Facilities:**

Water, power, accommodation and storage of materials for construction, erection and fabrication at site shall be arranged by the contractor at his own cost. The power supply & consumption during the construction stage shall be the responsibility of the contractor & no extra payment shall be made on account of this.

5.8. **Inspection & Testing:**

For all materials, the contractor shall furnish Manufacturer's test certificate with each consignment. At site, Testing and inspection shall be carried out as per Indian standards/International Standards in presence of Engineer-in-Charge, contractor and manufacturer.

Inspection by the Engineer-in-charge of the Department shall not relieve the contractor of his liability for rectifying the defects which may subsequently appear or be detected during testing and commissioning or

subsequent operation. After rectification of the defects or replacement, the equipments shall be re-tested to the satisfaction of the Department.

All equipments, labour, tools & tackles, instruments and other facilities for testing shall be provided by the contractor. He shall also maintain records of all the tests and furnish copies of the same to the Department.

Whenever untested materials are used, written permission from the Engineer-in-Charge shall be obtained. Manufacturer's test certificates shall be furnished by the contractor for such equipments and materials used.

The Department reserves the right to test any material at any of the reputed laboratories if necessity arises & the cost of such test(s) shall be borne by the contractor & rejected materials shall have to be replaced by the contractor by approved material at his cost.

5.9. **Completion Schedule:**

The time is the essence of this contract. The entire job is to be completed within a time frame as mentioned in the NIT from the date of issue of work order by the Executive Engineer CMC, Cuttack. The tenderer shall submit a Bar Chart indicating starting and completion dates of each activity such as submission of designs & drawings, site mobilisation, procurement of materials and equipments, transportation, execution, assembly/ erection, testing, trial running and commissioning without which the tender shall be liable for rejection.

On approval, the Bar Chart shall form a part of the contract as detailed in the DTCN. The successful tenderer shall submit PERT Net work based on above Bar Chart for monitoring of the project as per relevant clause of "Conditions of Contract/Special Condition of Contract".

5.10. **Schedule of Tender for Submission:**

The tenderer shall submit the following details in addition to other documents as indicated elsewhere in this DTCN along with the 'General & Techno-commercial Bid' of his tender document without which his 'tender' shall not be considered further for appraisal.

- i) Detailed specifications with codes/standards of all the materials/ Equipments / construction work etc, with makes & their source of supply and testing codes including manufacturer's catalogue.
- ii) Delivery period with Bar Chart for the complete scheme.
- iii) Equipments, tools & tackles (with their capacities) proposed to be mobilised to the site.
- iv) Personnel & staff proposed to be deployed at site.
- v) Past experience of the Tenderer with respect to eligibility criteria. A list of similar jobs designed & executed by the tenderer with their capacity, year of commencement & installation, value of work and full addresses of their client.
- vi) Brief details of the tenderer, technical personnel/ executive Employed with the tenderer, their qualifications & experience, Organisation chart.

5.11 **Payment Criteria**

Since the contract is on percentage rate basis, running bills shall be prepared as per the actual quantities of item of works executed at the accepted offered rates. **90%** of such bill amount or value of works shall be paid against each running bill after statutory deductions as per **clause 4.6 & 4.7** of special conditions of contract and **clause 23.6** of Instructions to bidders while the balance **10 %** shall be paid after final measurement testing and commissioning.

Witness

Contractor

SECTION – 6

TECHNICAL SPECIFICATIONS

6.1 TECHNICAL DATA SHEET

AS DETAILED IN THE BILL OF QUANTITY WITH DUE REGARDS TO THE DETAILED SPECIFICATION OF pwd / PHD / BIS / ISI SPECIFICATIONS

6.2 Test for material/ Workmanship

All tests required for all bought out materials a desired by the Engineer-in-Charge shall be carried out by the contractor as per relevant IS code and at his own cost in the presence of authorized representative of the Engineer-in-Charge.

6.3 Specifications

The detailed specifications, IS codes and OPWD specifications are intended for the general description of the work, quality and workmanship. All work is to be carried out according to the specifications.

6.4 Wherever reference to the standard codes of practice etc. is made, they shall be taken as the latest edition of the same issued within one month before the date of submission of the tender.

6.5 Safety Measures

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provision as per IS code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make the above arrangement Engineer-in-Charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost incurred on his behalf from the contractor.

The contractor shall ensure the safety of men, material, machinery, existing structure and any other facilities. Since the work is to be done on road/ lanes/ by lanes, all necessary safety arrangements including proper barricading etc. shall be done by the contractor.

The contractor shall be absolutely and solely responsible for any accident that may occur during the progress of the work and for injury or damage to the men, materials, machinery, existing structure and any other facilities of any description whatsoever which may be caused by or result from the execution of work. The contractor shall make good any damage due to accident or pay any claim arising out of accident and will indemnify the employer of expenses on account thereof. No separate payment shall be made for safety measures.

6.6 Storage and handling of materials:

The protection all material and machinery from dirt, clay, rust, theft or damage at any stage of the project is the responsibility of the contractor and no claim will be entertained in this regard.

6.7

a) The agency has to submit Bar chart along with the tender.

b) Disposal of surplus Earth & Debris after construction:

The surplus left over earth and debris after completion of work and levelling the site shall be transported and dumped in areas within 5 K.M and as directed by the Department's Engineer without any extra claim.

6.8 Tests at site:

- On completion of all nature of works covered under the scope of work of the contractor shall be tested to demonstrate their smooth operation and proper functioning. All defective items or any defects observed during the test shall be replaced and / or rectified by the contractor and test shall be repeated.
- The contractor shall also carry out at site, any tests, which may be required by the State/ Central Government, State Pollution control & prevention Board and /or any other Statutory Body.

6.9 **Guarantee:**

The Contractor shall guarantee the materials, quality, workmanship and the satisfactory performance of all the accessories, auxiliaries, piping etc. under his scope of work for a period of **12 (twelve) months** from the date of final commissioning. Any defects noticed during the guarantee period shall be replaced/ rectified immediately without any extra cost to the Department

6.10 **Acceptance:**

On completion of construction, the contractor shall clear all the left over surplus earth, bricks, debris, scrap, temporary structures etc. from the construction site and present the entire premises in a neat and tidy manner. All units, equipments, pipe lines etc. shall be cleaned thoroughly.

6.11 **Final Acceptance:**

On completion of **Four (4) months** of satisfactory performance, the works executed shall be finally accepted by the department. This shall be treated as the date of final commissioning.

6.12

a. Services to be provided by the contractor:

- i) The contractor shall open a fully furnished site office with all necessary facilities having office equipment such as computer, printer etc. A separate room shall be provided to the Engineer-in-Charge or its representative.
- ii) The contractor will make necessary arrangement for installation power and installation water.
- iii) The contractor shall make necessary arrangement for all the testing and inspection to be conducted in a manner as specified in the specifications and as per codes.
- iv) Transportation of all equipment / raw material/ spares from manufacturers work to the project site, inclusive of all intermediate handling and unloading/ storage at site and all taxes, octroi, etc.
- v) Supply, erection as per manufactures recommendations/ specifications, inspection, testing, start up and running of the equipment during trial run/ performance guarantee period at rated capacity and speed.
- vi) During defect liability period of one year the contractor has to replace any equipment component, etc. For manufacturing defect, malfunctioning and below rated performance. He will make good any structure or part of it if found defective or becomes during functioning.
- vii) The contractor shall also arrange technical experts of equipment from proprietary supplier as and when necessary till the commissioning, trial run and performance guarantee period of the equipment.

b. The detailed scope of work has been mentioned in BoQ.

c. Nothing extra over the quoted price shall be paid to contractor on account any financial implications of all the conditions and specifications. It will be treated that necessary financial provision and deemed to have been kept in the quoted price. Any contiguous item or any provision / requirement, if not included in the general specification and scope of work, special specification and detailed specification but necessary to be provided for the completion of the work and for its functional necessity, shall be provided at no extra cost above quoted price. The decision of the Engineer-in-Charge in such cases shall be final and binding on the contractor.

The time is the essence of this contract. The entire work described under "Scope of Work" elsewhere in the tender (Design, approval of design & drawings, execution and three months trial run) is to be completed within stipulated time

All provisions of the technical scope of work & terms & conditions of the contract have been read by Me/Us and I/We certify that I/We clearly understand them & agree to abide by them.

Witness

Contractor

SCHEDULE – A

STRUCTURE & ORGANISATION

1. General Information

a) Name of Applicant

b) Head Office Address

e-Mail Address:

Telephone No.

Fax :

c) Regional Office Address (if any)

e-Mail Address:

Telephone No.

Fax :

d) Local Office (if any)

e-Mail Address:

Telephone No.

Fax :

e) Class of contractor / firm and year of incorporation
(attach copy of certificate of registration)

f) Name and Address of Bankers

g) Main Lines of Business

h) Establishment details:

Signature of the bidder

SCHEDULE – B
AFFIDAVIT
DECLARATION BY THE TENDERER

1. I/We have visited the site and have fully been acquainted myself/ ourselves with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I/We have carefully studied the conditions of the contract, specification and other documents of this work and I/We agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. I/We shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I/We shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc
4. I/We shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my/our knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.
6. 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.

Date:

Place:

Signature of the Tenderer
Name/Organisation
Seal

SCHEDULE –C

AFFIDAVIT

1. I/We _____ certify that all information furnished is true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking relevant clause of the General conditions of contract and conditions of particular application.
2. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.
3. I/We _____ accept that my / our Tender shall be rejected if any criminal cases are pending against me/us/partners of the farm at the time of submitting the Tender.
4. I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I / We _____ will attend by the action taken by the Cuttack Municipal Corporation / H&U.D. Deptt., without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.
5. I/We _____ certify that the following addenda issued by the Executive Engineer, have been received by me/us and incorporated in my/ our Tender.
 1. _____ dated _____
 2. _____ dated _____
 3. _____ dated _____

(Add if the addenda issued are more than 3)
6. Further I/We _____ certify that no near relatives in the cadre of an Assistant Engineer or above are working in Cuttack Municipal Corporation.
7. I / We _____ certify that the technical specification for which I have quoted rate is as per the requirement of the DTCN.

Dated this day of 20.. ..
 Signature in the capacity of duly authorized to sign the Tender for and on behalf of

(Block Capitals)

Signature of Witness:
 Name of Witness:
 Address of Witness:

SCHEDULE –D

AFFIDAVIT

(Applicable for All Bidders)

1. I, Sri/Smt/Ms.....,Son / Daughter/Wife of, hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"....."***(Strike out whichever is not applicable)*** that, I/we am/are validly registered asClass Contractor under Govt. of Odisha.
2. It is hereby declared that I/we are not currently deprived from tendering in any Govt. Organisation including CMC and I/we have furnished the required eligibility documents as a valid tenderer for the above mentioned work.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to CMC as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the work mentioned below. I/We also authorise CMC to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of CMC (if any) and I /we have no objection if such documents either in whole or part are perused, referred and considered.
4. The undersigned undertake to submit further information/ documents as may be requested for/required by CMC in connection with this tender within the stipulated period to be intimated by CMC either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as non-responsive/incomplete and hence CMC shall be at liberty to take any action as deemed fit against me/us as well as to cancel my/our tender for the work and I/we will have no claim against such decision of CMC.
5. My/our present address for correspondence isand my/our Telephone Contact number is.....and e-mail ID for correspondence is..... I/We shall promptly and voluntarily intimate the Tender Inviting Officer (Commissioner) about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and CMC and subsequent follow-up action(s) and situation which may arise due to such delay/gap.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender invited by CMC are true and correct.

(*) - Strike out which is not applicable

(Deponent)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

SCHEDULE –E

AFFIDAVIT

(Applicable for SC/ST Bidders)

1. I/We, Sri/Smt/Ms.....,Son/Daughter/Wife of , hereby declare that;
 - a. I am a registeredClass ST/SC Contactor under Govt. of Odisha
or
 - b. The Partnership Firm/Private Ltd. Company named/titled, as “.....” is a registered SC/ST Contractor under Govt. of Odisha within the ambit specified in Works Department Resolution No.27748 dt.11.10.77 and I, Sri/Smt/Ms.....,Son/Daughter/Wife of , is the authorized signatory on behalf of the Firm/Company (scanned authorization copy with my signature duly certified and attested/identified has been submitted on-line with our tender).
[Tick (a) or (b) above whichever is applicable and fill up accordingly.]
2. As per Works Department, Govt. of Odisha Resolution No.27748 dt.11.10.77, I/My Firm am/is entitled for exemption of 50% EMD & ISD and accordingly, I/My Firm have/has submitted tender for the work.
3. I/My Firm hereby submit willingness to avail price preference as ST/SC category Civil Contractor as entitled in the aforesaid resolution.
4. Necessary documentary evidence(s) as prescribed in the Tender Notice at * and at Sl.2 to 4 (Information for the Intending Bidders) of Section-I of DTCN Part-I in support of my/our aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded on-line/submitted along with my/our tender for the aforesaid work.
5. In addition to those, other documents and original(s), as required by Commissioner, CMC to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of Commissioner, CMC through telephone/letter/e-mail failing which my/our tender shall be liable for rejection.

(*) - Strike out which is not applicable

(Deponent)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

SCHEDULE –F

AFFIDAVIT

(Applicable for Contractors with Physical Disabilities)

1. I, Sri / Smt / Ms.....,Son/Daughter/Wife of , hereby declare that I am a registeredClass Contactor with Physical Disabilities within the ambit prescribed in Works Department, Odisha-Resolution No.23934 dt.8.11.91.
2. As per the said Resolution, I am entitled for exemption of EMD & ISD and accordingly, I have submitted tender for the work.
3. Necessary documentary evidence(s) as prescribed in the Tender Notice at * and at Sl.2 to 4 (Information for the Intending Bidders) of Section-I, DTCN Part-I in support of my aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded on-line/submitted along with my tender for the work.
4. In addition to those, other documents and original(s), as required by Commissioner, CMC to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of Commissioner, CMC through telephone/letter/e-mail failing which my tender shall be liable for rejection.

(Deponent)

SCHEDULE –G

AFFIDAVIT

(Applicable for the Bidders not Registered under EPF)

I, Sri/Smt/Ms....., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"....."***(strike out whichever is not applicable)*** do hereby solemnly affirm and state as follows.

1. That as on date, I/we am/are not registered with RPFC (Regional Provident Fund Commission), and solemnly affirm that, I/we shall follow the "**Employees Provident Fund and Misc. Provision Act, 1952 & rules / schemes**", made there under, in case this work is awarded to me/us.
2. That I/we shall submit, after execution of work and before payment of any bill, the detail list of labours, such as,
 - (i) Name:
 - (ii) Father's Name:
 - (iii) Place of Permanent Residence:
 - (iv) Statement of wages paid to them till the completion of the work
3. That, CMC authority will be at liberty to deduct **26%** of the labour component amount of the contract & shall retain it as an **additional security with CMC**.
4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by CMC without any interest subject to fulfilment of other compliances / conditions.
5. That, this affidavit is required to be produced before the authority of Cuttack Municipal Corporation for tender purpose.
That the facts stated above are true to the best of my/our knowledge.

(*) - Strike out which is not applicable

(Deponent)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

SCHEDULE –H

AFFIDAVIT

(Applicable for Engineer Contractors Intending to Avail Exemption of EMD & ISD as per OPWD Code)

- 1) I, Sri/Smt/Ms....., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,“.....”(***strike out whichever is not applicable***) do hereby solemnly affirm and state as follows.
- 2) That, I/we am/are a registered Class Engineer Contractor.
- 3) That, I/we herewith claim exemption of EMD during the year.....for participation in the tender for this work.
- 4) That, I/we have not exhausted the facility available to me/us an Engineer Contractor during the year..... for exemption of EMD & ISD as per Works Deptt. Guideline & OPWD Code.
- 5) That, I/we shall ensure production of my/our valid Original Contractor’s Registration Certificate (license) after or during opening of bids (as per direction of Commissioner) for the above work for verification and also for subsequent entry of exemption of EMD and ISD(if selected as the contractor for this work and availed the exemption of EMD and ISD in my/our license as per direction of Commissioner, within such time as directed by him failing which action, as decided by CMC, may be taken against me/us and appropriate steps may be taken by CMC to facilitate execution of the tendered work.

(*) - Strike out which is not applicable

(Deponent)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

SCHEDULE –I

BID SECURITY DECLARATION

Date :

Bid identification No. :

To

The Commissioner
Cuttack Municipal Corporation
Cuttack

We understand that, according to your conditions, bid must be supported by a Bid Security Declaration.

We accept that we will automatically be suspended / Black Listed from being eligible for bidding any department of Govt. of Odisha for the period of time of 03 years, if we are in breach of our obligation(s) under the bid conditions:-

- (a) If we have withdrawn our bid during the period of bid validity specified in the DTCN or
- (b) having been notified of the acceptance of our bid by CMC during the period of bid validity, (i) fail or refuse to execute the Contract, if required,
or (ii) fail or refuse to furnish the Performance Security, in accordance DTCN.

We understand this Bid Security Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid validity.

Signature of the Bidder

Name :

Corporate Seal (where appropriate)

[Note : In case of a Joint Venture, the Bid-Security Declaration must be in the name of all partners to the Joint Venture that submit the bid.]

SCHEDULE –J

**FORM OF BID SECURITY
(BANK GUARANTEE)**

Beneficiary : _____

Date : _____

BID GUARANTEE No: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation of Bids No: _____ ("the IFB")

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of Bidder, We _____ (Name and address of the bank), hereby irrecoverably undertake to pay you any sum or sums not exceeding in total an amount of Rs. _____ (Rupees _____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid condition, because the Bidder :

- (a) has withdrawn its Bid during the period of Bid Validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid Validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the Performance Security, in accordance with Instruction To Bidders (ITB).

This guarantee will expire : (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you, upon the instructions of the Bidder ; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) min. 6 months from the Bid due date. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

Countersigned by : Issuing Bank

SCHEDULE – K
ANY OTHER INFORMATION, IF ANY

**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 24.01.2009

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// tendersorissa.gov.in](https://tendersorissa.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, 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.
7. 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 Cuttack Municipal Corporation equivalent officer under the Administrative Department, is the Executive Engineer or equivalent officer, / the Assistant Executive Engineer / Deputy Executive 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 Organisation 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).
 - i. To take up auditing.
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 Bid Identification No: _____</p>
1. Name of the Work: _____
2. Estimated cost Rs. _____
3. Period of completion: _____
4. Date & time of availability of bid document in the portal _____
5. Last date/ time for receipt of bids in the portal: _____
6. Name and address of the Officer inviting Bid: _____
Further details can be seen from the e-procurement portal " https://tendersorissa.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.
- d. The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersorissa.gov.in> 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:**
- a. The Procurement Officer Publisher (Officer inviting tender) shall publish any addendum / corrigendum / cancellation of tender in the website <https://tendersorissa.gov.in>, 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 one time 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) Government of Odisha has been actively considering integrating e-payment gateway into the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit
 - ii) The Bidder shall furnish, as part of his Bid, a bid security for the amount mentioned under NIT/ Contract Data.
 - iii) 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.
 - iv) The Procurement Officer–Publisher (Officer Inviting the Tender) or other concerned officers authorized to receive the Bid (Original Affidavit including attested hard copies of all documents) on

behalf of the Procurement Officer–Publisher shall not be responsible for any postal delay and / or non–receipt of the 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.

- v) 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.

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 Financial 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 up load 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) with out 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 not be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer–Publisher/Opener before the due date and time of opening.
 - 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 up load 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 up-load 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 authorised 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 can not 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 copy of 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 Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised 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.
 - a. The responsive bidders 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.
 - b. Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the comparative statement and furnish a certificate to that respect.
 - c. 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 any where.

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/-
EXECUTIVE ENGINEER, City Division-I

**Online Receipt of Tender Paper Cost & Earnest Money Deposit
through e-Procurement Portal as per
Works Department Letter No.17276/W Dt.06.12.2017**

**Government of Odisha
Works Department**

Office Memorandum

File No.07556900012016-17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the **e-receipts** will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>).
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options

- i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
 - d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
 - e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.
- 6. Settlement of Cost of Tender Paper;**
- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
 - b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
 - c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
 - d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
 - e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.
- 7. Settlement of Earnest Money Deposit on submission of bids:**
- a) The Bank will remit the **Earnest Money Deposit on submission/ cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.
- 8. Forfeiture of EMD :**
- Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.
- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
 - b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under

the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

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

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances:

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

14. Applicability and modification of existing rules / orders:

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

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

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017
E.I.C-cum-Secretary to Govt.

***[For any Technical related queries please call at Help desk numbers of State Procurement Cell (SPC),
Govt. of Odisha – 1800 3456 765, (0674) 2530998 / 2530996]***

ANNXURE-I of Appendix - II

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

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