

**ROURKELA MUNICIPAL CORPORATION**

Office of the Municipal Commissioner,  
Rourkela Municipal Corporation, Rourkela

**DETAILED NOTICE INVITING TENDER (DNIT)**

**FOR**

**NOTICE INVITING TENDER No. 6021/08.05.2026**

**Bid Identification No. MC/RMC/39/2026**  
**PART-I: General & Technical Bid**

## CONTENTS OF DETAILED TENDER CALL NOTICE (DTCN)

Section	Description	Page No.
DTCN Part – 1: General & Technical- Bid		
Section-1	Notice Inviting Tender (NIT)	<b>3</b>
	Check List to be Filled up by the Bidder	<b>6</b>
	Contract Data	<b>7</b>
Section-2(A)	Details of the Documents to be Furnished for Online Bidding	<b>8</b>
Section-2(B)	Instructions to Bidders	<b>9</b>
Section-2(C)	Data Sheet	<b>23</b>
Section-2(D)	Letter for Submission of Tender	24
Section-2(E)	Tender Declaration	<b>25</b>
Section-2(F)	Letter of Acceptance of Tender	26
Section-2(G)	Memorandum	27
Section-3	<b>Information regarding Tenderer</b>	28
Section-4	Declaration by the Tenderer	29
Section-5	Form of Agreement	30
Section-6	<b>Conditions of Contract</b>	<b>32</b>
Section-7	Special Conditions of Contract	47
Section-8	Scope of Work	60
Section-9	Technical Specifications & Design Criteria	70
Annexure-I	Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha	

**OFFICE OF THE ROURKELA MUNICIPAL CORPORATION:  
ROURKELA**

INVITATION FOR BID

No. 6021 dtd. . 08.05.2026

**Bid Identification No. :- MC/RMC/39/2026**

Municipal Commissioner, Rourkela Municipal Corporation on behalf of Rourkela Municipal Corporation invites bids on Percentage Rate basis in Double cover on online mode for Civil work as detailed in the table given below from eligible Civil contractors registered with the State and contractors of equivalent grade/class registered with state/Central Govt. for execution of works on production of definite proof from the appropriate authority.

Sl. No	Name of the project	Ward No.	Approximate Value of work (Rs.in Lakh) (Excluding GST)	Cost of tender paper. (Excluding GST)	E.M.D /Bid Security (in Rs.)	Class of Contractor	Period of Completion
1	Construction of Non veg market near VSS market at Chhend Ward no 15 under RMC Rourkela	15	60.25	10000 (On line)	60250 (On line)	'B' Class	120 days

- Bid documents will be available in website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) from **11.05.2026** to **29.05.2026** for online bidding. The bidders must possess compatible Digital Signature Certificate of Class- II or Class-III
- Tender Paper cost and EMD for the above work will be realized through e-procurement Portal in the Rourkela Municipal Corporation e-tender on line **Account No. 040701000017322 of INDIAN OVERSEAS BANK, Rourkela.** Please note that no Off line payment of Paper cost or EMD amount will be accepted henceforward.
- Bids must be submitted on "online" on or before **29.05.2026** by **17.00** hours. Scan copy of other documents shall be submitted in Cover-I of the online bidding. Price bid shall be submitted in Cover-II of online bidding.
- Bids shall be opened at **11.00** hour on **30.05.2026** in the office of the undersigned in the presence of the bidders or their Authorized agents who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, The bids will be received and opened on the next working days at the same time and venue. Copy of other documents like No relationship affidavit and Bid participation affidavit shall have to be deposited before the tender opening authority in between the date and time of closing and one hour before opening of the tender on working days.
- The Bid document shall contain scan copy of (a) Registration certificate, (b) PAN, (c) GST Registration in details (full copy ) other document required as per DTCN and special condition if any.
- Rate quoted by the contractor shall be excluding GST. The GST as applicable for the work contractor shall be payable to the contractor on each bill amount on production of tax invoice. The prevailing rate of GST on the gross amount of bill will be deducted from the contractor bill as tax deduction at source (TDS) as per rule.
- The authority reserves the right to cancel any or all bids without assigning any reason thereof.
- As per provision under OPWD Code e-Tendering chapter under clause no.14 (vi) the Procurement officer-publisher (undersigned) shall not be responsible for any postal delay /or non receipt of ONLINE Tender paper cost, bid security on or before specified date and time. Non submission of online bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be blocked. His name shall also be informed to the registering authority for cancellation of his registration as Contractor. (VII). Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- The MSME is not be applicable to procurement of services including work contracts (including EPC Contracts) vide MSME Department Notification No. MSME-IPE-MISC-0060-2019/566/MSME, Bhubaneswar, Dated. 24.01.2024.**

**11. Minimum Eligibility Criteria (Bidders are requested to submit relevant documents against the following)**

**(1) Financial Turnover**

Average annual financial turnover during last 3 years ending 31<sup>st</sup> March of previous year should be at least 30% of the estimated cost.

NB; Last 3 years financial means (2024-25, 2023-24, 2022-23)

**(2) Work Experience**

Experience of having successfully completed similar works during last 5 years ending last of month previous to the one in which tenders are invited should be one of the following.

- a. Three Similar completed works costing not less than the amount equal to 40% of estimated cost.
- b. Two similar Completed works costing not less than the amount equal to 50% of estimated cost.
- c. One similar completed work costing not less than the amount equal to 80% of estimated cost.

NB; Similar nature of work shall mean financial year (2024-25, 2023-24, 2022-23, 2021-22, 2020-21,) For C.C Road /Drain – Earth work, Concreting.

(a) For CC Work – drain and road only.

- (3) Machineries /Equipment list as mentioned in Schedule-H' ,either owned or having long lease .The bidder must score 50% mark as per Schedule –H' for the materials, such as shutter plate, if invoice is not available a self attested statement can be submitted.

N.B : ( 1.Bids of Non performing Municipality contractors will be rejected and bids of Contractors having incomplete work against previous work order Rourkela Municipal Corporation will not be considered. The hard copy documents and along with online BID SUBMISSION CONFIRMATION CERTIFICATE in original should be submitted to the RMC indication the Bank Response On payment details within schedule date and time otherwise the bid will be rejected.

-sd-

Municipal Commissioner,  
Rourkela Municipal Corporation

Memo No. 6022                      Dated. 08.05.2026

Copy forward to the A.D.M. Rourkela,/ Secretary, RDA /E.E., R&B/ E.E-NH ,Rkl/ E.E.PHED, Rkl/ PA, ITDA, Panposh/ E.E., WESCO, Rourkela and office notice board for wide publication.

-sd-

Municipal Commissioner,  
Rourkela Municipal Corporation

Memo. No. 6023                      Dated 08.05.2026

Copy submitted to Joint Director /Dy. Director, I & P.R (Advt.) Deptt., Odisha, Bhubaneswar with a request to publish the notice in two Odiya daily (all Odisha publication) and one English daily (all edition publication) for one day on or before **12.05.2026** using minimum space & font size of "8".

-sd-

Municipal Commissioner,  
Rourkela Municipal Corporation

## **CHECK LIST TO BE FILLED UP BY THE BIDDER**

**Name of the Work:**

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper	As per NIT			
02.	E.M.D @ 1% estimated Cost (Scanned copy of the financial instrument shall be furnished)	D.T.C.N Clause No.2(B)23.1			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.2(A).a.v			
04.	Copy of valid GST certificate	D.T.C.N Clause No.2(A).a.iii			
05.	Copy of PAN Card	D.T.C.N Clause No.2(A).a.iv			
A.	Affidavit / Declaration	Schedule-A			
B	Any other information	Schedule-B to L			
06.	Work schedule in the form of work plan	DTCN Clause No.7.14			
07	Machineries & Equipment	Schedule-H			

## CONTRACT DATA

### A. GENERAL INFORMATIONS

S N	Item	Details
1	Bid Identification No.	Generated through e procurement
2	Nos.& Name of the Work	Two ,As per NIT
3	Officer inviting tender	Municipal Commissioner, Rourkela Municipal Corporation
4	Municipal Commissioner concerned with head quarters authorized as Engineer-in-charge of this work.	The Municipal Commissioner, Rourkela Municipal Corporation, Rourkela
5	City Engineer with head quarter	RMC
6	Accepting Authority	Contracts committee/ corporation/Govt.
7	Estimated Cost	As per NIT notified against each work (approx)

### B. BID INFORMATION

8	Intended completion period/Time period assigned for Completion	Six calendar Months
9	Last Date & time of submission of Bid	As per NIT
10	Cost of Bid Document	As per NIT notified against each work
i)	Bank draft amount	Online acknowledgement
ii)	In favour of	The Municipal Commissioner, Rourkela Municipal Corporation, Rourkela
iii)	Payable at	Rourkela
11	Bid Security	ISD to be deposited by successful bidder, S.D. as applicable % to be deducted
i)	Amount	As per DTCN
ii)	Pledged in favour of	Municipal Commissioner, Rourkela Municipal Corporation, Rourkela
iii)	Payable at	Rourkela
iv)	Type of instrument	As specified in the Bid document
12	Bid validity period	90 days from the date of opening of Price Bid
13	Currency of Contract	Indian Rupees
14	Language of Contract	English

## 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.tendersorissa.gov.in](http://www.tendersorissa.gov.in).

**i. TENDER PAPER COST. (ONLINE)**

**ii. EMD. (ONLINE)**

**iii. GST REGISTRATION CERTIFICATE.**

iv. PAN Card.

v. Registration certificate with Works Dept. Odisha

vi. Affidavit regarding correctness of certificates.

vii. Affidavit regarding no relation certificate.

viii. Work experience certificate from the authority not below the rank of Municipal Commissioner/Executive Engineer.

ix. Annual Turnover Certificate (Average being Minimum 30% of Estimated Project Cost) from Chartered Accountant /I.T.Return for last three financial years .

x. Similar nature work experience certificate in Construction of Road Side RCC box drain (as mentioned in the eligibility criteria in tender Call notice ) in last Seven years from the date of publication of NIT. The Contractor has to submit completion certificates of similar nature of work from authority not below the rank of Executive Engineer.

xi. Cost of completed / executed similar nature of work shall be given additional weight age of percentage per year to bring them to current price level to account for price escalation as illustrated below:

Financial Year	Turnover/ Cost of Executed work	Effective cost of executed work at previous completed financial year's price level
2020-21	E	1.61 x E
2021-22	D	1.46 x D
2022-23	C	1.33 x C
2023-24	B	1.21 x B
2024-25	A	1.10 x A

xii. The Contractors are required to furnish scanned copy of evidence of ownership showing the possession of principal machineries /equipments as per in Schedule H for which Contractor shall have to secure minimum 70% of marks failing which tender shall be liable 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 - Declaration.  
Schedule B- 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, cannot participate in the tender.
- (e) The bidders have to submit the hard copy documents and along with online BID SUBMISSION CONFIRMATION CERTIFICATE in original should be SUBMITTED to the RMC indication the Bank. Response On payment details within schedule date and time otherwise the bid will be rejected.

**SECTION- 2(B)**

**INSTRUCTIONS TO BIDDERS**

**A. GENERAL**

1. **Definitions:**

- (a) “Employer” means the **Rourkela Municipal Corporation (RMC)** represented by the **Commissioner, Rourkela Municipal Corporation, Rourkela** 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) “Day” means a calendar day.
- (f) “Government” means the Government of Odisha.
- (g) “Instructions to Bidders (Section-2(B) of the Part-I of DTCN) means the document which provides all information needed to prepare their proposals.
- (h) “NIT” (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.
- (i) “Personnel” means professionals and support staff provided by the Contractor and assigned to perform the services in full or in any part thereof.
- (j) “Proposal” means the Technical Proposal (Tender Document Part I – General & Technical Bid) and the Financial Proposal (Tender Document Part II – Price Bid).
- (k) “DTCN” means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor which includes Part-I & II.
- (l) “Govt”. means Govt. of Odisha or Govt. of India as the case may be.

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 bid contract. The Employer is not bound to accept any proposal, and reserves the right to annual 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 in Rourkela City in different locations i.e .Municipal ward no.14 and Ward No.28 as per detail in NIT.

4 . **S o u r c e o f F u n d i n g :**

The work will be funded by Municipal Corporation/ Government of Odisha.

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 Odisha State PWD or equivalent class of CPWD / Railway / MES / Central or other State Govt. and reputed engineering firms. Proof of registration is to be furnished along with the tender.
6. **History of Litigation and Criminal Record:**  
If any criminal cases are pending against the Contractor (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.
7. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer/ Assistant Municipal Commissioner and above in the Organisation of **Rourkela Municipal Corporation (RMC)** of State of Odisha.
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.
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. **Municipal Commissioner, Rourkela Municipal Corporation (RMC), Rourkela** shall in no case be responsible or liable for reimbursement of such expenses.  
In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate Handicrafts & handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, exemption will be allowed as per Govt. Norms.
- 11. Site Visit:**  
The contractor is advised to visit and examine the nearby area in Rourkela City 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
12. The detailed plan, specification and scope of work if required can be ascertained from the Office of the Executive Engineer, Rourkela Municipal Corporation during any working hours on working days prior to the last date of sale of tender papers.

## **B. TENDER DOCUMENTS**

### 12. **Tender Documents:**

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

### **PART- I : GENERAL & TECHNICAL BID**

<b>Section</b>	<b>Description</b>
<b>DTCN Part – 1: General &amp; Technical- Bid</b>	
Section-1	Notice Inviting Tender (NIT)
	Check List to be Filled up by the Bidder
	Contract Data
Section-2(A)	Details of the Documents to be Furnished for Online Bidding
Section-2(B)	Instructions to Bidders
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Section-4	Declaration by the Tenderer
Section-5	Form of Agreement
Section-6	<b>Conditions of Contract</b>
Section-7	Special Conditions of Contract
Section-8	Scope of Work
Section-9	Technical Specifications & Design Criteria
Annexure-I	Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha
<b>DTCN Part – II: PRICE BID</b>	

- 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.

**14. Amendment of Tender Documents:**

- 14.1. At any time prior to the dead line for submission of tenders, Municipal Commissioner Rourkela Municipal Corporation (RMC), Rourkela 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, Municipal Commissioner, Rourkela Municipal Corporation (RMC), Rourkela at his discretion, may extend the dead line for the submission of tenders, if necessary.

### **C. PREPARATION OF TENDER DOCUMENT**

**15. Language of the Documents:**

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

**16. Documents Comprising the Tender:**

- (a) General & Technical Bid ( Part-I of Tender Document)
- (b) Price Bid ( Part-II of Tender Document)
- (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 man power to execute & complete the work within the time schedule. He should have sufficient financial background / work

experience with specification in construction of water supply scheme / machinery and equipment required for execution of the work / free from litigation / have good working record of completion of the works in time. It may be noted that the contractor should satisfy the minimum eligible criteria for award of Contract. The Technical Proposal shall provide the information indicated in the following paragraphs (clause 2(B)19.1 to 2(B)19.12) using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.

- 19.1. Deleted
  - 19.2. deleted.
  - 19.3. deleted.
  - 19.4. deleted.
  - 19.5. deleted.
  - 19.6. deleted.
  - 19.7. deleted.
  - 19.8. GST Registration certificate. *Copy of Odisha VAT-612 in support of VAT Clearance or undertaking as per Finance Deptt. Office Memorandum No.34145 Dt.17.08.2007 & No.3202 Dt.15.01.2009.* (deleted)
  - 19.9. Copy of PAN Card.
  - 19.10 Copy of EPF registration certificate
  - 19.11. Copy of Contractor's Registration Certificate.
  - 19.11. General Power of Attorney if required in favour of the authorised signatory.
  - 19.13. Other information as required annexed from Schedule-A to Schedule-L
  - 19.14 The Technical Bid shall not include any financial information related to the Price Bid. A Technical Bid containing financial information related to the Price Bid shall be declared non responsive.
20. **The Financial Proposal:**
- 20.1. The Contractor shall quote his rates on prescribed form of the Bill of Quantity (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 in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall also be inclusive of all duties, levies, taxes of the Central and State Govt except GST. 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 firm shall be firm.
21. **Tender Validity:**
- 21.1. The proposal must remain valid for 90 days from the date of opening of price 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, Rourkela Municipal Corporation, Rourkela.
- 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 Performance Security & GST Clearance:**

23.1. **Earnest Money Deposit:**

The Earnest Money Deposit (EMD) shall be of values notified against each work in the NIT and in shape of Bank Guarantee (BG)/ Postal Savings Pass Book/ NSC/ Post Office Time Deposit / Kissan Vikash Patra/ Deposit Receipt in Schedule Bank duly pledged in favour of **The Commissioner, Rourkela Municipal Corporation**, Payable at **Rourkela**. EMD in any other form shall not be accepted. The EMD shall accompany the DTCN Part-I: General & Technical Bid. Tenders without EMD or with Part EMD/ unpledged EMD/ EMD partly pledged and partly un-pledged/ E.M.D. in other forms shall not be considered and such tenders shall be out rightly rejected. BG shall be valid for a period of 6 (Six) months from the due date of opening of Technical Bid.(deleted ) Online mode only. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate Handicrafts & handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, Tender documents shall be issued to MSE's free of cost.

23.2. **Return of EMD:**

Earnest money given by all contractors except the three lowest tenders shall be refunded within a week from the date of opening of price bid on application / request. through online mode.

The earnest money given by other two parties ( $L_2$  &  $L_3$ ) 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.(deleted)

Successful bidder have to deposit EMD cost afresh in shape of DD drawn in favour of Commissioner, Rourkela Municipal Corporation ,since the EMD deposited through on line mode shall be refunded back to the bidder through online mode e tendering process in due course .

(As per online process)

23.3. **Initial Security Deposit:**

The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 1% of the value of the order together with the EMD deposited with the tender in shape of NSC/ postal saving pass book / post office time deposit / D.D. receipt in schedule bank duly pledged in favour of **Municipal Commissioner, Rourkela Municipal Corporation, payable at Rourkela** with in 7 (seven) days of receipt of intimation failing which their tender shall be cancelled.

**23.4. Additional Performance Security:**

As per SL.NO.7 of NIT and as per OPWD CODE AMMENDMENT

**23.5 EPF Registration certificate :**

Tenderers are required to submit attested copies of valid EPF registration certificate.

**23.6. GST Clearance Certificate in Form Odisha GST:**

Tenderers are required to submit attested copies of valid and up-to-date Odisha VAT Clearance Certificates/GST Clearance Certificate along with their tenders, failing which their tenders will not be considered. The bidders from out side the State who intend to participate in the tender and who have not been registered under the Odisha GST act as they have not started any business in state as yet are allowed to participate in the tender without having Odisha GST clearance certificates subject to condition that they should submit undertaking in the form of an affidavit indicating therein that they are not registered under the Odisha GST act as they have not started any business in state and they have no liability under the act. But before award of the final contract, such bidders will have to produce the Odisha GST Registration certificate .

**23.7. Security Deposit**

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

23.8. 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.

23.9 In consideration of the Municipal Commissioner / Executive Engineer / 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.

23.10. Deleted.

**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.
- 24.3.1. 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 12.03.08, 4666/W dated 12.03.2008, 1027/W Dt.24.01.2009 & 7885/W Dt.23.07.2013 following changes/ modification/ addendum shall be effected.
- 26.1. **Bid Documents:**  
Bid documents consisting of technical bid & price bid shall be provided in the portal. Submission of bids will be through the e-Procurement portal. The bidders shall prepare the documents & up load the scanned document to the portal in appropriate place in PDF format.

26.2. **Clarification of Bidding Documents:**

In case of submission of Bids through the e-Procurement Portal, the bidder can seek clarification within the period of seeking clarification as mentioned in tender call notice. The Employers response for the queries raised by the bidder will be posted in the portal.

26.3. **Documents Comprising the Bids:**

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

26.4. **Bid Price:**

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

26.5. **Bid Security/EMD:**

- (i) The bidder shall furnish, as part of his Bid, a bid security in the amount as shown in Col. 4 of the table of Notice Inviting Tender (NIT) for this particular work. In case of submission of Bids through the e-Procurement Portal, the bidder shall scan all the written pages of the bid security and upload to the system in designated place. The on line bidder shall have to deposit the ‘Bid Security’ in original with the “Officer Inviting Bid” prior to opening of technical bid. The officer inviting the bid shall not be responsible for any postal delay and / or non-receipt due to any frivolous reasons. Non-submission of bid security within the specified period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration. The bid security shall be in shape of Bank Guarantee/ Nation Savings Certificate/ Post Office Savings Bank Account/ Post Office Time Deposit account/ Kissan Vikas Patra /Deposit Receipt of Schedule Bank only duly pledged in favour of **the Commissioner, Rourkela Municipal Corporation, Rourkela. (deleted)**
- (ii) The EMD will be forfeited in any of the following case.
  - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
  - b) If the Bidder does not accept the correction of the Bid Price.
  - c) In the case of a successful Bidder, If the Bidder fails within the specified time limit to
    - i) Sign the Agreement / contract or
    - ii) Furnish the required ISD and Performance Security.
  - d) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates uploaded by the bidder is found to be false/fabricated/bogus, the bidder will be blacklisted.

26.6. **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. (online deposit of tender cost and bid security). 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.

26.7. **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 upload 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 **Municipal Commissioner, Rourkela Municipal Corporation, Rourkela** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.

30.2 A tender shall be rejected if;

- a) Cost of tender document is not uploaded through online mode.
- b) EMD through online mode.
- c) Proof of eligibility and qualifications is not enclosed.
- d) There are any criminal cases pending.
- e) PAN is not enclosed.
- f) Affidavit is not enclosed.
- g) Registration Certificate of Contractor with State Govt..
- h) Other information as required annexed from Schedule-A to Schedule-L
- i) Completion certificates from Authority for similar nature of works claimed.
- j) Turnover Certificates/Profit & Loss A/c and Balance Sheet from Chartered Accountant
- k) GST Registration certificate./GST Clearance Certificate. If not got GST Registration Certificate then VAT Clearance Certificate of previous year and undertaking to produce GST Clearance Certificate before Authority.

30.3. Any such conditions shall be minuted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 2(B)33**. The date of opening of price bid shall be intimated by FAX/ E-mail/ Speed Post to the qualified bidder of technical evaluation.

30.4. The Municipal Commissioner, Rourkela Municipal Corporation, Rourkela 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 Tenderer:**

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

### 32. **Determination of Responsiveness:**

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

32.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the Municipal Commissioner, Rourkela Municipal Corporation, Rourkela 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).

32.3. **Deleted.**

**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 Technical and/or Financial 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 Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**33.4. Evaluation of Technical Proposals:**

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

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

33.4.3. During technical evaluation, the responsive tenderers meeting all eligibility criteria as per section no. 2(A)(a) and clause no. 5 of Section 2(B) will be qualified for evaluation of financial proposals.

33.4.4. The Contractors are required to furnish scanned copy of evidence of ownership showing the possession of principal machineries /equipments as per in Schedule H for which Contractor shall have to secure minimum 80% of marks failing which tender shall be liable for rejection.

**33.5. Evaluation of Financial Proposals:**

33.5.1. After the technical evaluation is completed, the Employer shall inform in writing or by mail to the contractors, who have qualified in the General and Technical bid (Part-I of DTCN), the date, time and location for opening the Financial Proposals (Price Bids).

33.5.2. Financial Proposals of the bidders who qualified in technical evaluation shall be opened.

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

33.5.4. 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.

- 33.5.5. 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.
- 33.6. **Selection of contractor on the basis of Price Bid:**  
Other condition being equal, the contractor bidding the lowest price will be considered for acceptance by competent authority.
34. **Negotiations:**
- 34.1. There shall normally be no post tender negotiations with bidders. If at all negotiations are warranted under exceptional circumstances, it shall be as per relevant CVC Guidelines.

## **F. AWARD OF CONTRACT**

35. **Award Criteria:**
- 35.1. After acceptance of price bid of the tender by competent authority 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 **Commissioner/ Standing committee on contracts/ Rourkela Municipal Corporation, Rourkela** 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 Municipal Commissioner 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 Municipal Commissioner 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 Municipal Commissioner with copy thereof to the procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.

**SECTION- 2(C)**  
**DATA SHEET**

Ref Cl. No.	Description
	Name of the Works – <b>9 nos works</b> “as notified in the NIT
	Broad Scope of Works: as per BOQ
	Name of the Employer: <b>The Municipal Commissioner, Rourkela Municipal Corporation, Rourkela.</b>
	Method of selection: <b>Qualifying in the Technical Bid and L1 in the Price Bid.</b>
2 ( B ) 2 6 .	Two Bid System: <b>Part-I: General &amp; Technical Bid and Part-II: Price Bid to be submitted as detailed at Clause-2(B)26.</b>
2(B)15.	Proposals shall be submitted in the following language: <b>English</b>
2 ( B ) 2 1 .	Offers must remain valid for 90 <b>days</b> from the date of opening of Price Bid.
2 ( B ) 2 5 . 1	<b>Clarifications may be requested on line till</b>

2 ( B ) 3 0	The tender (Technical Bid) will be opened on following date and time:
2 ( B ) 3 3 . 5	The date of opening of <b>Price Bid</b> shall be intimated by mail after the technical evaluation is over.

**SECTION –2 (D)**  
**LETTER FOR SUBMISSION OF TENDER**

*[To be filled in by the Bidder]*

Note:- (1) Additional conditions appended to the tender will make the tender liable for rejection.

(2) Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.

Ref. No. \_\_\_\_\_/Dated \_\_\_\_\_

To

**Municipal Commissioner,**

**Rourkela Municipal Corporation, Rourkela**

**Sub: Tender for the Work – “**

**Ref: Bid reference/ Bid Identification No. \_\_\_\_\_ . \_\_\_\_\_ Published in the website  
www.tendersorissa.gov.in.**

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, 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 price bid.

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 120 (One Hundred Twenty) days from the date of opening of the Price 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-2 (E)****TENDER DECLARATION**

[To be filled in by the tenderer]

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

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

Signature of Tenderer /  
Contractor  
(Seal)

**SECTION-2(F)****LETTER OF ACCEPTANCE OF TENDER**

(To be filled in by Municipal Commissioner, Rourkela Municipal Corporation, Rourkela)

The above tender is hereby accepted by me on behalf of Rourkela Municipal Corporation.

**Municipal Commissioner,  
Rourkela Municipal Corporation,  
Rourkela**

Signed on behalf of the  
**Rourkela Municipal Corporation, Rourkela**

**SECTION-2(G)****MEMORANDUM****(To be filled in by the contractor during signing of Agreement)**

1.	Name of the work	:	<b>as notified in the NIT</b>
2.	Approximate Cost	:	<b>As per NIT notified against each work.</b>
3.	Accepted tender Value	:	<b>Rs. _____ Lakh</b>
4.	Earnest Money Deposit	:	<b>Rs. as per Notice</b>
5.	Initial Security Deposit (@ 1% of the accepted tender Amount including earnest money).	:	<b>Rs. _____ Lakh</b>
6.	Percentage to be deducted from each Bill as security deposit	:	<b>@ 5 (five)%</b>
7.	Time allotted for completion of the work (from the date of written order to commence)	:	<b>As notified in NIT in Six Calendar Months</b>
8.	Date of written order to commence.	:	
9.	Total number of items of work tendered for (as per schedule attached hereto).	:	

**Signature of Tenderer / Contractor**

**SECTION –3****INFORMATION REGARDING TENDERER****(To be filled in by the Tenderer)****A. In case of individuals:**

- i. Name of Tenderer :
- ii. Whether his business is registered :
- iii. Date of commencement of business :
- iv. Whether he pays income tax each year. :  
If yes, furnish particulars.

**B. In case of Partnership Firm :**

- i. Names of Partners :
- ii. Whether partnership is registered. :
- iii. Date of establishment of the firm. :
- iv. In case, income tax is paid by each Partner, the details to be furnished. :

**C. In case of limited Liability Company :**

- i. Amount of paid up capital. :
- ii. Names of Directors. :
- iii. Date of registration of the Company. :
- iv. Copies of the last three year's balance sheets of the Company. :

**Signature of the Tenderer**

**SECTION-4****DECLARATION BY THE TENDERER**

1. I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I have carefully studied the conditions of the contract, specification and other documents of this work and I agree to execute the same accordingly.
3. I solemnly pledge that I shall be sincere in discharging my duties as responsible contractor and complete the work within the prescribed time limit. I 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 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 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 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.

**Signature of the Tenderer**

**SECTION – 5****FORM OF AGREEMENT**

This contract made the .....day of..... to  
 ..... between **Rourkela Municipal Corporation** acting through  
 Commissioner (designation) (address) (name and address of employer) (hereinafter called  
 “the employer” and

... (name and address of contractor ) (hereinafter called “the Contractor”) of the other party).

WHEREAS the Employer is desirous that the contractor executes.

.....  
 ..... (Name and  
 identification number of contract) (hereinafter called “the Works”) and the employer has  
 accepted the Bid by the contractor for the execution and completion of such works and the  
 remedying of any defects therein, at a contract price of Rs.....

NOW, THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS  
 FOLLOWS:

1. In this contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of the Agreement.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provision of the contract.
3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and in remedying the defects wherein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
  - i) Letter of acceptance
  - ii) Notice to proceed with the works
  - iii) Contractor’s bid
  - iv) Bidding data
  - v) General conditions of contract (including special conditions of contract)
  - vi) Specifications
  - vii) Drawings
  - viii) Bill of quantities

- ix) Any other documents listed in the contract data as forming part of the contract.
- x) Drawing and design of structure(s) or part thereof submitted by the tenderer and duly approved by the competent authority after this Agreement.

IN WITNESS WHEREOF the parties have caused this contract to be executed the day and year first before written.

Binding signature of employer signed by.....

(for and on behalf of Rourkela Municipal Corporation, Rourkela)

Binding signature of Contractor signed by.....(for and on behalf of .....duly authorised vide Resolution No..... dated..... of the Board of Directors of .....)

In the presence of  
(Witnesses)

- 1.
- 2.

Contractor

Municipal Commissioner

## SECTION-6

### CONDITIONS OF CONTRACT

6.1. **Decision of Municipal Commissioner is Final:**

The party whose tender is accepted hereinafter called the contractor is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the **Municipal Commissioner, Rourkela Municipal Corporation, Rourkela** herein after called the Municipal Commissioner 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 Municipal Commissioner is to decide which shall be followed.

6.2. **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 Municipal Commissioner and during the progress of the works to amend on the requisition of the Municipal Commissioner 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.

6.3. **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 Municipal Commissioner 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 neighborhood.

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.

6.4. **Approved Drawings & Specification of Site with Contractors Agent:**

Complete copies of the drawing and specifications signed by the Municipal Commissioner 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 Municipal Commissioner.

**6.5. 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 Municipal Commissioner may there upon by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government. In addition, the contractors shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.

**6.6. 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 Municipal Commissioner 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 Municipal Commissioner 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 Municipal Commissioner and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

**6.7. Rate for Extra Work.**

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

**6.8. 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 Municipal Commissioner 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/ Mayor/ Commissioner / 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.

**6.9. Works & Materials at Site to be Property of Rourkela Municipal Corporation, Rourkela.**

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 **Rourkela Municipal Corporation, Rourkela** 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 Municipal Commissioner Rourkela 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.

**6.10. 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 Municipal Commissioner 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 Municipal Commissioner 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 Municipal Commissioner is also to have full power to require other proper materials to be substituted and in case of default, the Municipal Commissioner 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.

**6.10.1 *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.***

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

If in the opinion of the Municipal Commissioner any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Municipal Commissioner 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 Municipal Commissioner is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.

6.12. **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 Municipal Commissioner to be amended and made good by the contractor at his own cost unless the Municipal Commissioner for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, Rourkela Municipal Corporation may recover from the contractor the cost of making good the works.

6.13. **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 Rourkela Municipal Corporation 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.

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

The Municipal Commissioner 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.

6.15. **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).
- (b) If the Contractor fails to complete the Works within the Time for Completion, other than due to an event of Force Majeure or any reason solely attributable to OWNER, then the Contract Price shall be reduced by 0.5 % (half percent) per day of delay or part thereof subject to a maximum deduction of 05% (five percent) of the total Contract value (excluding O & M cost). After any adjustments made to the Contract Price, if any amount is due to OWNER from the Contractor, then such amount will either be set-off against any amount due or that becomes due to the Contractor or be recovered by invoking the Contract Performance Bank Guarantee. The decision of the Engineer-in-Charge in regard to applicability of price reduction shall be final and binding on the Contractor. The reduction of Contract Price shall not relieve the Contractor from its obligations to complete the Works and the Facilities, or from any of its other duties, obligations or responsibilities under the Contract. It is specifically acknowledged that the provisions constitute purely a provision for price

adjustment and/or fixation and are not to be understood or construed as a provision for liquidated damages or penalty under Section 74 of the Indian Contract Act, 1872 or otherwise.

Application of price reduction under this Clause shall be without prejudice to any other right of OWNER, including the right of termination and associated clauses of the Bidding Document there under.

6.16. **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 6.15** or in consequence of not having proper instructions for which the contractor shall have duly applied) the Municipal Commissioner 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 Municipal Commissioner 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 Municipal Commissioner by the contractor or may be set off by the Municipal Commissioner 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.

6.17. **Payment Certificate.**

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

6.18. The Municipal Commissioner shall make payment of work in full or part thereof those shall have been certified, subject to availability of funds.

6.19. **Price Variation / Escalation Clause: DELETED**

6.20. If at any time after the commencement of the work the The Commissioner, Rourkela Municipal Corporation 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.

6.21. **Incentive for Early Completion: DELETED**

6.22. **Defects Liability Period:**

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

6.23. **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.

6.24. **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.

6.25. **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 Municipal Commissioner 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 may 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.

**6.26. 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.

**6.27. Deleted.**

(As included in Appendix – IX, Clause – 36 of OPWD Code Vol.II vide Works Department letter No.12366/W dt.18.11.2013).

- 6.28.** If L<sub>1</sub> 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 L<sub>2</sub> bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition

that L<sub>2</sub> bidder negotiates at par with the rate quoted by the L<sub>1</sub> 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 Government of India agencies working in the State.

(As included in Para 3.5.14 Note-I of OPWD Code Vol.I vide Works Department letter No.12366/W dt.18.11.2013).

- 6.29.** 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).

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## SECTION-7

### **SPECIAL CONDITIONS OF CONTRACT**

**7.1. 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 Municipal Commissioner/City Engineer for his information. In case of failure to notify the change in the constitution within 15 days, the Municipal Commissioner/City Engineer 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 Commissioner, Rourkela Municipal Corporation 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.

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

The Municipal Commissioner 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 employee 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.

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

Rourkela Municipal Corporation shall be entitled to recover in full from contractor any amount that Rourkela Municipal Corporation 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.

**7.4. 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 State of Odisha 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 Odisha.

**7.5. 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.

**7.6. Payment of Duties, Levies & Taxes:**

The Contractor shall bear all Taxes including Duties, Levies, Central and State Sales Tax including work Contract Tax, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages where necessary & Rourkela Municipal Corporation shall not entertain any claim whatsoever in this respect. Statutory deduction of taxes as applicable shall be done from each running bill.

**7.7. 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.

7.8. **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.

7.9. **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.

7.10. **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.

7.11. **Rates:**

The Tenderer shall quote their offer on '**Percentage Rate**' basis for the complete work in all respects. The offer shall be inclusive of cost of all materials, labour, T&P inclusive of all duties, levies, taxes of Central and State Government including Works Contract tax the building and other construction workers welfare cess with surcharge, entry tax, 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.

7.12. **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.

7.13. **Custody of the Materials:**

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

7.14. **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 Municipal Commissioner 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.

#### 7.14(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 work plan, showing the milestones, targeted tasks and upto date progress.
  - (iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative upto 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) Progress photographs, of the various items/ components of the work done upto date, to indicate visually the actual progress of the work.
  - (vii) 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 / Assistant Engineer, Assistant Municipal Commissioner and has to be reviewed by the Municipal Commissioner and the City Engineer.

#### 7.15. **Security Deposit:**

The tenderer whose tender is selected for acceptance shall make an security deposit of 1% of the accepted tender amount towards initial security deposit (ISD) alongwith fresh EMD @5% within 7(seven) days of issue of letter of intent and sign the agreement in the prescribed form within **7 days** of issue of letter of intent after depositing the ISD. The ISD shall be deposited in shape of NSC / POTD / Post Office Savings Bank Account / Deposit Receipt in Schedule Bank duly pledged in favour of **the Commissioner, Rourkela Municipal Corporation, Rourkela**, No tender shall be accepted unless required amount of security money is deposited.

In addition to the E.M.D. and **I.S.D**, **5%** of the bill amount shall be deducted from each bill towards the security deposit. The initial security deposit together 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 initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

**7.16. 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 Municipal Commissioner 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 Municipal Commissioner failing which the contractor shall be liable for action as per **Clause -7.26**.

In addition, the contractor shall submit monthly day-wise work program one month in advance to **Municipal Commissioner** for approval under intimation to the **City Engineer, / Municipal Commissioner, Rourkela Municipal Corporation, Rourkela** to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause - 7.26**.

**7.17. 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.

**7.18. Guarantee:**

Default liability period is **12 (Twelve) months** from the date of preliminary 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.

**7.19. Land:**

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

**7.20. 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 The Commissioner, Rourkela Municipal Corporation reserves the right to take such actions as it may be deemed fit.

**7.21. 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.

**7.22. Force Majeure:**

Neither the contractor nor the Municipal Commissioner 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.

**7.23. 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.

**7.24. 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.

**7.25. 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 centering 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 the 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.

#### 7.26. **Rescission of Contract:**

Subject to other provisions contained in this clause the Municipal Commissioner 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 Municipal Commissioner 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 Municipal Commissioner (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 Municipal Commissioner.
- iv) If the contractor fails to comply with the provisions of **Clause-7.15** & 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 Municipal Commissioner.

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 Municipal Commissioner shall be conclusive evidence), **20% of the value of the left over work** will be realized from the contractor as Penalty

7.26.1. In case of rescission of contract as per **Clause-7.26** 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.

7.27(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 (46<sup>th</sup> 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 **Municipal Commissioner Rourkela Municipal Corporation, Rourkela** (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.

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

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

7.28 **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 Municipal Commissioner 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 Municipal Commissioner 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-fulfillment 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, **Rourkela Municipal Corporation, Rourkela**, 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**

- 7.28.1. Short title – These regulations may be called “The Odisha Public Works Department / Electricity Department Contractor's Regulations”.
- 7.28.2. 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.

**7.28.3. 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.

**7.28.4. 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

**7.28.5. 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.

**7.28.6. 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 Municipal Commissioner 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.

**7.28.7. 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.

**7.28.8. 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.

**7.28.9. 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.

**7.28.10. 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.

**7.28.11. 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 Municipal Commissioner 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.

7.28.12. **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 Municipal Commissioner concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

7.28.13. **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.

7.28.14. **Submission of return:**

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

7.28.15. **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.

7.29 DELETED

**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 – 08**  
**SCOPE OF WORK**  
**GENERAL**

The intent of this Section is to specify the work items to be covered in conformity with the technical specifications as enumerated in the subsequent clauses of DTCN for the work “ **AS PER NIT**”

**8.1 PROJECT DESCRIPTION:** Rourkela was declared as Municipal Corporation as per Notification No.22749 dt.14.11.14 with an existing Municipality area Ward No. 1 to 33 with Jagda, Gopapali, Brahmanitarang, Sana Brahmanitarang, Jhartarang and Unit-48 (Nabakrushna Nagar, Tala Balijodi, IDL Colony, Gopabandhunagar, Bhanja Colony, Bada Sona Parbat & Dharamdihi) of 53.29 sq. Kms comprising of 26 Revenues Villages with bounded by River (Koel & Sankah) in North Side, Lathikata Panchayat Samiti area in South, Bisra Panchayat Samiti area in East and Lathikata Panchayat Samiti area in West Side.

The AWC projects will executed in the Steel Township area and RMC area out of OMBADC fund as per site identified by competent authority.

**8.2 DETAILED SCOPE OF WORK**

The scope for project - AS PER BOQ

**Detailed Scope of works for Architecture and Civil works**

The scope of work for each individual work as per NIT shall include execution of all Civil works as per the Schedule of Rates (S.O.R), Specifications and Engineering Standards r

**SCOPE OF SUPPLY**

Owner’s Scope of Supply: Nil

Contractor’s Scope of Supply

All materials (consumables & non-consumables), tools tackles etc. as required for satisfactory completion of the job shall be supplied by the contractor.

Prior approval from Owner/ Engineer In-charge shall be obtained prior to use of all material at site.

**8.3 SPECIFICATION**

The work shall be performed conforming to the Indian Standard Specifications and Codes of Practice as well as P.H.D & P.W.D. specification of the State Government. Where such specification is not available, standards as per reference texts and manuals shall be followed.

**8.4. Site Plan:**

Site Plan attached.

**8.5. Site Visit:**

The tenderer before tendering shall inspect the site at his own cost in consultation with the **Municipal Commissioner, Rourkela Municipal Corporation, Rourkela** in charge of the work 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.

**8.6. 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.

**8.7. 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 and other statutory requirements of Govt. of India and Govt. of Orissa.

The contractor shall be responsible for the design of the entire system and quality of materials and workmanship. The contractor shall guarantee the satisfactory functioning & performance of entire waste water drainage. If any modification/ replacement is necessitated during trial-run and guarantee period, the same shall be carried out immediately free of cost.

**8.8. 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.

**8.9. Testing:**

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.

**8.10. Completion Schedule:**

The time is the essence of this contract. The entire job is to be completed within a time frame of **as notified in the NIT** from the date of issue of work order by the **Municipal Commissioner, Rourkela Municipal Corporation, Rourkela**. The tenderer shall submit a work plan indicating starting and completion dates of each activity.

On approval, the work Plan shall form a part of the contract as detailed in the Section-6 & 7 of this DTCN. The successful tenderer shall submit work plan for monitoring of the project as per relevant clause of “Conditions of Contract/Special Condition of Contract”.

**8.11. Tendering:**

Ordinarily, modifications of technical specifications during execution of the work shall not be permitted excepting in cases where such a modification is warranted due to technical requirements.

**SECTION – 09****TECHNICAL SPECIFICATIONS & DESIGN CRITERIA****9.1 Intent of specification.**

This Specification intends to stipulate the technical requirements for laying of water supply pipe line and fittings during execution, manufacturing, fabrication, erection, testing and commissioning.

**9.2 Codes and standards.**

The work shall be performed conforming to the Indian Standard Specifications and Codes of Practice as well as P.H.D & P.W.D. specification of the State Government. Where such specifications are not available, standards as per reference texts and manuals shall be followed.

**9.3 General Conditions:**

1. Cement shall not be less than O.P.C.-43 grade/PPC/PSC-53 grade of reputed manufactures confirming to relevant IS Specification.
2. Reinforcement to confirm Fe-500 and I.S:1786 specification.
3. As & when required, the steel/cement & other building materials will be tested by Department at the cost of contractor to ensure proper quality as per IS specification.
4. Testing of water tightness shall be conducted as per relevant IS Codes.
5. Machine mix shall be used in concrete work for all structure. Design mix of concrete will be preferred. Vibrator of appropriate type shall be used for compaction of concrete.
6. All the structures are to be designed as permanent type and shall have aesthetic elevation.
7. Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centering and shuttering of the structures.
8. Painting of all steel / MS structure to be done as per approved quality of enamel paint over a coat of primer.
9. All the valves are to conform with relevant IS specification and of reputed make.
10. The surplus earth and debris should be lifted after completion of work and proper levelling of site as directed by Engineer-in-charge without any extra claim.
11. All the work including supply of materials to be executed as per relevant IS specification and direction of Engineer-in-charge.

12. Foundation of all structure including supply of materials shall be designed depending on Ground water table / subsoil condition. In no case the Depth of foundation below virgin soil shall be less than 1 mtr. at respective places.
13. All piping, accessories, auxiliaries, construction etc. including all mechanical, electrical & civil engineering works covered under the scope of work of contractor shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The contractor shall arrange and carryout all such inspection, testing, trial run etc. and demonstrate in presence of the Engineer-in-charge of the Department.
14. The cost of such inspection, testing, trial run, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, trial run, demonstration etc. and any damage/loss that may cause directly or indirectly shall exclusively rest with the contractor.
15. Such inspection, testing, trial run, demonstration etc. shall, however, not relieve the contractor of their liability for replacing/rectifying any defects, which may subsequently appear or be detected during erection and guarantee period.
16. All equipment, sub-assembly and components, auxiliaries and accessories shall be tested at manufacturer's workshop/site in accordance with relevant Indian Standards/International Standards. The contractor shall furnish all test certificates etc. related to the quality of all the materials to the Department along with the delivery of the materials at site without which no payment shall be released. However, such test certificates, quality assurance certificate shall not relieve the contractor of its obligation to replace forth with any instrument/materials found defective during tests at works / trial running period/guarantee period.
17. Minimum 100mm thick M10 PCC under RCC foundation and flooring.
18. The testing for water tightness of the structures shall be conducted as per IS: 3370 and the results shall have to satisfy the relevant provisions of the above code.
19. All reinforcement shall be checked and recorded prior to concreting by the Engineer-in-charge or his representative and the contractor shall countersign this. Entire concreting work shall be done in the presence of an officer not below the rank of Assistant Engineer, The contractor shall, therefore, give notice of at least two days to the Engineer-in-charge or his representative so that the works can be checked by him or his authorised representative.
20. The joints in the form work shall be arranged in a regular pattern.
21. Shuttering shall be provided to concrete faces where the slope exceeds 1: 2½.
22. The stripping time of all form work shall be in accordance with recommendations contained in IS: 456.
23. The exposed faces of concrete shall be true to line have smooth surface and without roughness occurring between successive sections of shuttering. In removal of forms, minor

uneven surface defects shall be picked out to such a depth, refilled and properly replaced with such class concrete as necessary. All pin holes shall be plugged.

24.The surface of non-shuttered faces of concrete shall be finished with a wooden float to give a finish equal to that of the rubbed down shuttered faces. The top faces of slabs not intended to be surfaced shall be leveled and floated to a smooth finish.

25.The surplus earth and debris should be lifted after completion of work and proper levelling of site as directed by Engineer-in-charge without any extra claim.

26.All the work including supply of materials to be executed as per relevant IS specification and direction of Engineer-in-charge.

27.All foundation, superstructure, construction etc. including all mechanical, electrical & civil engineering works covered under the scope of work of contractor shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The contractor shall arrange and carryout all such inspection, testing, trial run etc. and demonstrate in presence of the Engineer-in-charge of the Department.

28.The cost of such inspection, testing, trial run, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, trial run, demonstration etc. and any damage/loss that may cause directly or indirectly shall exclusively rest with the contractor.

29.Such inspection, testing, demonstration etc. shall, however, not relieve the contractor of their liability for replacing/rectifying any defects, which may subsequently appear or be detected during erection and guarantee period.

**30 Disposal of Surplus Earth & Debris after construction:**

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

Witness

Contractor

*Note:-*

*1. Any item or any provision/requirement if not included in the Scope of work, but is necessary to be provided for the completion of the project and for its functional necessity, the contractor shall provide the same. No extra payment shall be admissible on this account.*

*2. Deviations from the aforesaid Specifications and Standards shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.*

**SCHEDULE – A**

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

(\*) - Strike out which is not applicable

Signature of the  
Tenderer Date:-

Inserted for scrutiny=

**1. Supply of Materials:**

(i) The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of BIS specifications and Codes of Practices or in their absence to other specifications as may be decided by RMC. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by RMC. In the event of there being no specifications born in the SORs of Odisha for the items required for the work, whether included in the Financial Bid or not, such items of the work shall be carried out by the contractor in accordance with the instructions and requirements of RMC.

(ii) RMC 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.

(iii) RMC shall have the right for removal from the work sites, of all materials which, in its opinion, are not in accordance with the specifications and in case of default, RMC shall be at liberty to sell such materials and/or 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.

**SCHEDULE – B****A. Brief company profile**

<b>SL.NO.</b>	<b>PARTICULARS</b>	<b>DESCRIPTION OR DETAILS</b>
1	Name of Bidder	
2	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3	Main business of the Bidder	
4	Registered office address	
5	Incorporation date and number	
6	GST Registration Certificate ( State And Central)	
7	PAN details	
8	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10	EMD details	

**B. Certificate of Incorporation****(To be Submitted by Sole Bidder )****C. Financial Turnover****(To be Submitted by Sole Bidder )**

The financial turnover of the company is provided as follows as per Clause no 112 of DTCN:

	<b>2013 – 14</b>	<b>2014 – 15</b>	<b>2015 – 16</b>	<b>2016 – 17</b>	<b>2017-2018</b>
Annual Turnover					

Copy of audited financial statements or declaration from the appointed Chartered Accountant to be provided as proof of the financial turnover

## SCHEUDLE – C

## WORK EXPERIENCE

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/Agreement no.	Major Items Of Works	Date of starting the work as per Agreement	Stipulated date of Completion of the work as per Agreement	Actual date of completion of the work	Value of work actually executed during last 5 financial years		Reasons for delay in starting/ completion, if any
							Financial Year	Value	
1	2	3	4	5	6	7	8	9	11

**Note:** Work experience certificate mentioning the value of the work by the authority not below the rank of Executive Engineer shall also be considered.

Signature of the  
Tenderer  
Date.

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

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

**Note:**

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

**Signature of Tenderer**

**SCHEDULE – E****AFFIDAVITS / DECLARATION**

1. I/We have read the instructions appended in the DTCN.
2. I/We agree that the decision of the **Rourkela Municipal Corporation, Rourkela** in selection of contractors will be final and binding upon me/us.
3. All the information furnished herewith are correct to the best of my/our knowledge and belief. In case of any information or documents furnished found to be false or incorrect, I / we have no objection if my / our tender is rejected.
4. I/We agree that I/We have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other enquiry on information furnished herewith in the accompanying sheets.
5. I/We agreed that I/We have no objection if our past construction works are inspected by any authority of Govt. of Odisha to assess the quality of construction.

Date:

Place:

Signature  
Name & Designation  
Name of the organization

**Schedule-F**  
**Certificate of Employment of Unemployed Graduate Engineer/Diploma Holder**  
**(For A Class Contractors only)**

I/We hereby certify that at present , the following Engineering Personnel are working with me/in our firm/Company and their bio-data are furnished below:

SL No	Name of Engineering Personnel appointed for supervising Contractors work with Address	Qualification	Date of Appointment	Monthly Emoluments	Whether full time engagement and continuous	If they are superannuated/retired/dismissed or removed personnel from State Govt /Central Govt/ PSU/Pvt Companies or any one ineligible for Government Service
1	2	3	4	5	6	7
2						
3						
4						
5						
6						
7						

**SCHEDULE – G****RELATIONSHIP DECLARATION****To,**

**Commissioner,  
Rourkela Municipal Corporation  
Subject: ( Name of the Work),  
Reference : (Bid reference number)**

**Sir,**

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

Relationship:

Name:

Designation

Office

Address

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

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

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

Yours Sincerely

Signature of the Tenderer.

**SCHEDULE-H**

Information (Machineries owned/possessed on lease/hire)

Details of machinery possessed owned/ leased/ hired

SL No	Name of the Machineries	No of Machineries	Qualifying mark	Owned/Hired/Leased
1	Concrete Mixture Machine	2	30	
2	Earth Excavator	1	15	
3	Tractor /Truck	1	15	
4	Dewatering Pump 3 to 5 HP	1	10	
5	Centering shuttering plate- 3000 Sqft. / 5000 sqft.	1	10	
6	Niddle Vibrator	2	10	
7	Plate vibrator	2	10	

**NB.** Scan copies of Owned or long leased receipts of the above machineries must be uploaded into Technical Cover

**SCHEDULE-I**  
**AFFIDAVIT**  
**(Applicable for SC/ST Bidders)**

1. I, Sri/Smt/Ms.....,Son/Daughter/Wife of ....., hereby declare that;

a. I am a registered .....Class 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 \* 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 **MC,RMC** to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of **MC,RMC** 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)**

- Original Affidavit sworn before Notary Public or Executive Magistrate

**Schedule-J****AFFIDAVIT****(Applicable for Contractors with Physical Disabilities)**

1. I, Sri / Smt / Ms .....,Son / Daughter / Wife of ....., hereby declare that I am a registered .....Class 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 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 **MC,RMC** to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of **MC,RMC** through telephone/letter/e-mail failing which my tender shall be liable for rejection.

**(Deponent)**

- Original Affidavit sworn before Notary Public or Executive Magistrate

## Schedule-K

### 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 MC,RMC 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 **MC,RMC**, within such time as directed by him failing which action, as decided by RMC, may be taken against me/us and appropriate steps may be taken by RMC 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)**

- Original Affidavit sworn before Notary Public or Executive Magistrate

## Schedule-L

### Affidavit

**(Applicable for the Bidder not registered under EPF)**

I, Sri/Smt/ Ms.....hereby declare as the Contractor /as the authorised 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 the 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
  - a. Name:
  - b. Father’s name:
  - c. Place of Permanent Residence:
  - d. Statement of Wages paid to them till the completion of the Work
3. The RMC Authority will be at liberty to deduct 26% of the labour component amount of the Contract & shall retain it as an additional security with RMC.
4. That. In case I/We submit the EPF Registration Certificate, then the said additional security shall be released to me /us by RMC without any interest subject to fulfillment of other Compliances/conditions.
5. That , this affidavit is required to be produced before the authority of Rourkela Municipal Corporation for tender purpose.  
That the facts stated above are true to the best of my /our knowledge.

**(Deponent)**

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

- Original Affidavit sworn before Notary Public or Executive Magistrate