



GOVERNMENT OF ODISHA



ବାର୍ଦ୍ଧିପଦା ସୌରପାଳିକା, ବାର୍ଦ୍ଧିପଦା
HOUSING AND URBAN DEVELOPMENT DEPARTMENT

BID DOCUMENT UNDER BARIPADA MUNICIPALITY

OFFICE OF THE BARIPADA MUNICIPAL COUNCIL,
BARIPADA

Tender Reference No : BPDM- 04 of 2018/2019

Tender I.D No : 2018_ORULB_49902



**OFFICE OF THE
BARIPADA MUNICIPAL COUNCIL, BARIPADA**
Phone:-06792-252703, Fax:-06792-252703, Email:-baripadam.hud@nic.in
Website- www.baripadamunicipality.in

No: 8607 / Date: 01-10-2018
DTCN PART-I (TECHNICAL BID) SECTION-II
COMPETITIVE BIDDING THROUGH 'e' Procurement

The Executive Officer on behalf of Baripada Municipality, Baripada invites percentage rate bids in single cover system in **ONLINE MODE** only in conformity with Detailed Tender Call Notice (DTCN).

Bid Documents consisting of Work, Estimated Cost, Cost of Tender Paper, EMD, and time of completion, Class of contractors and the set of terms and conditions of contract and other necessary documents can be seen in Govt. website i.e. www.tendersorissa.gov.in

Tender Reference No: **BPDM- 04 of 2018-2019**

Tender I.D No :

Sl. No.	Description	Critical Dates
1	Procurement Officer – Publisher / Tender Inviting Authority / Bids	Executive Officer, Baripada Municipality, Baripada.
2	Name of the Work	Construction of Civil Work (As per DTCN)
3	Nos. Of Work	As per DTCN
4	Tendered cost of the works	As per DTCN
(i)	Period of availability of tenders on-line for bidding	From Dt. 06/10/18 (11.00 A.M.) to Dt. 22/10/18 (5.00 P.M.)
(ii)	Last date & time of bidding on-line (Submission of Bids)	Dt. 22/10/18 (5.00 P.M.)
(iii)	Date & time of opening of the Bids received on-line	Dt. 25/10/18 (11.30 P.M. onwards)
(iv)	To be intimated later to the bidder(s) found qualified after evaluation of Technical Bids and Price Bid received on-line.	

5. Detail Tender Call Notice (DTCN) may also be seen from the Baripada Municipality Website i.e. www.baripadamunicipality.in
Further details can be seen from the procurement portal i.e. www.tendersorissa.gov.in

Memo No. **8608 (10) / Dt. 01-10-2018**

Copy forwarded to the Additional District Magistrate, Mayurbhanj, P.D., DRDA-cum-PD, DUDA, Mayurbhanj, Baripada, Sub Collector, Baripada, Tahasildar, Baripada, P.A ITDA, Baripada, Executive Engineer, Road and Building, Division, Baripada, Executive Engineer, P.H. Division, Baripada, Executive Engineer, Rural Works Division, Baripada and Office Notice Board for information with a request to display the Tender Notice in their respective Notice boards for wide publication. And copy submitted to the Director, I & P. R. Department, Govt. of Odisha, Bhubaneswar is requested to kindly Publish the same for One day on or before dt. **05/10/18**


Executive Officer,
Baripada Municipality


Executive Officer,
Baripada Municipality.

DTCN PART-I: SECTION-I
SHORT TITLE & DEFINITIONS

1. The words '**BARIPADA Municipality**' or 'Employer' or 'employer' mentioned in this DTCN shall mean explicitly/implicitly, **Executive Officer, BARIPADA Municipality** represented through its Executive Officer and shall also mean other official(s) concerned of BM formally or informally declared/advised/instructed by Executive Officer to act and perform the duties of **BM** on behalf of **Executive Officer** for any part(s)/portion(s) of the work or for the whole work. The word '**BM**' shall also mean the 'Corporation' as the apex body and various 'Standing Committees' of **BM**.
2. 'Govt.' or 'Govt. of Odisha' or 'H&UD Deptt.' or any other 'Deptt.' or its subordinate functionaries/organizations/agencies mentioned in this DTCN shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this DTCN where the above terminologies appeared/mentioned.
3. After the tender is finalized and accepted, the words/expression; 'selected bidder', 'selected contractor', 'selected Contractor', 'selected agency' 'contractor', 'Contractor', 'successful bidder' mentioned in this DTCN shall have the same meaning and shall, ordinarily, mean/be understood as 'contractor'.
4. The words 'contract', 'Contract, 'Agreement', 'agreement' appearing in this DTCN shall mean 'agreement'.
5. The words 'work', 'Work' and 'Works' shall have the same meaning unless otherwise mentioned in this DTCN and it includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original work.
6. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.



BARIPADA MUNICIPALITY

DTCN PART-I (TECHNICAL BID)-SECTION-II

INVITATION FOR BIDS

COMPETITIVE BIDDING THROUGH e-Procurement

Tender Reference No. **BPDM- 04 of 2018-2019**

On behalf of the Baripada Municipality (BM), Executive Officer, Baripada Municipality invites **Percentage Rate Bids in single cover system in ONLINE MODE only for the work mentioned below** through **e-Procurement** in conformity with the terms and conditions of this Advertisement and the Detailed Tender Call Notice (DTCN) in single Bid system from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this DTCN. **Bidders are also required to be registered with Odisha State Government in the class specified in the DTCN.** Agreement is to be drawn up Baripada Municipality with the successful/selected bidder in the prescribed contract form of Baripada Municipality (attached to the DTCN). Each bid should be submitted on-line through the website www.tendersodisha.gov.in by eligible bidders. The bidders should have necessary Portal Enrolment (Digital Signature Certificate) under e-procurement process of Govt. of Odisha in required class/category. For queries, if any on this DTCN, intending bidders may contact Executive Officer, Baripada Municipality, Baripada **Executive Officer, BARIPADA Municipality, Telephone-06792-252703, Fax: 06792-252703, Email: baripadam.hud@nic.in..**

Sl. No	Name of the work	Eligible Class of Contractor (#)	Estimated Cost. (In ₹. Excluding GST)	Cost of T.P. (In ₹.) To be remitted on line	E.M.D. 01% (In ₹.) (*) To be remitted on line	Period of completion
1	2	3	4	5	6	7
1	Improvement of Drain from Chakra Behera house to Pravas Dutta house at Belgadia in Ward No.1	State Govt. Contractor D & C Class #	223214.00	2000.00	2250.00	60 days
2	Improvement of B.T. Road from D.I. Chhaka to Subash Maity house in Ward No.2	-do-	428572.00	2000.00	4300.00	60 days
3	Improvement of B.T. Road from Bhanjpur Res shade to Monaj Mohanta house at Bhanjpur. In Ward No.2	-do-	226339.00	2000.00	2300.00	60 days
4	Maintenance and Improvement of Road and Drain from Karuna Shop to Bhadudi Bandha in Ward No.3	-do-	437500.00	2000.00	4400.00	60 days
5	Maintenance and Improvement of Road and Drain from Thakurani Sahi to Mallik Babu house in W.No.3	-do-	232143.00	2000.00	2350.00	60 days
6	Maintenance and Improvement of Road from Rly. Line towards Thakurani Sahi in Ward No.3	-do-	214286.00	2000.00	2150.00	60 days
7	Improvement of B.T. Road from Odisha Gramya Bank towards Doli Padia Culvert in Ward No.5	-do-	253036.00	2000.00	2550.00	60 days
8	Construction of Drain and Culvert near Doli Padia (KMBM Chhaka) in Ward No.5	-do-	243482.00	2000.00	2450.00	60 days
9	Construction of C.C. Road from Danga Ghat road to Ganga Barik house in Ward No.7	-do-	203036.00	2000.00	2050.00	60 days
10	Construction of C.C. Road with Drain from Jagamohan house towards Octrai gate in Ward No.7	-do-	806250.00	4000.00	8100.00	60 days
11	Construction of Culvert near Bulu Barik house in Ward No.8	-do-	446429.00	2000.00	4500.00	60 days
12	Construction of Drain from Central Bank to Babu Mallik house in Ward No.8	-do-	223214.00	2000.00	2250.00	60 days
13	Construction of Road and Drain from Kamal Lochan Barik house to Pati Babu house in Ward No.9	-do-	330357.00	2000.00	3350.00	60 days
14	Maintenance and Improvement of B.T. Road from P.W.D. road to L.N. Panda house in Ward No.9	-do-	468750.00	2000.00	4700.00	60 days
15	Construction of Road and Drain from P.W.D. road to Aswini Kumar Patra house in Ward No.9	-do-	290179.00	2000.00	2950.00	60 days
16	Construction of C.C. Road from Chhabri house to Jagabandhu house in Ward No.10	-do-	267858.00	2000.00	2700.00	60 days
17	Construction of C.C. Road from Patra Babu house to Pati Babu house in Ward No.10	-do-	267858.00	2000.00	2700.00	60 days
18	Construction of C.C. Drain from Dr. Shyamsundar Khandelwal house to Sarat Kanta Das house in Ward No.11	-do-	601340.00	4000.00	6050.00	60 days

19	Construction of C.C. Road from Palei Babu house to Bijay Rout house and Chandra Sekhar Mohapatra house to Pramod Patra house in Ward No.11	-do-	254018.00	2000.00	2550.00	60 days
20	Construction of C.C. Road from Sunamuhin main road to end of Haribhadra house in Ward No.11	-do-	483929.00	2000.00	4850.00	60 days
21	Construction of C.C. Road and Drain from Kanhu Charan Majhi house to Dhanu Singh house in w.no.12	-do-	892857.00	4000.00	8950.00	60 days
22	Construction of Road and Drain from Gobinda Das house to Das babu house in Ward No.13	-do-	348214.00	2000.00	3500.00	60 days
23	Construction of C.C. Road from Mohapatra Babu house to Sura Babu house in Ward No.14	-do-	279107.00	2000.00	2800.00	60 days
24	Construction of C.C. Road from Kara Babu house to Shanti Babu house in Ward No.14	-do-	349822.00	2000.00	3500.00	60 days
25	Construction of C.C. Road with Drain from Palei Babu house to river in Ward No.14	-do-	224911.00	2000.00	2250.00	60 days
26	Construction of C.C. Road with Drain from Barik Babu house to Sanjay Babu house in Ward No.14	-do-	209196.00	2000.00	2100.00	60 days
27	Construction of C.C. Road with Drain from Dey babu house towards end in w.no.15	-do-	285714.00	2000.00	2900.00	60 days
28	Repair and Maintenance of C.C. Road with Drain from Chandra Sekhar Nayak house to Rabi Patra house in w.no.17	-do-	607143.00	4000.00	6100.00	60 days
29	Repair and Maintenance of C.C. Road from Kalipada Sethi house to Kashinath Saragharria house in Ward No.17	-do-	223214.00	2000.00	2250.00	60 days
30	Construction of Drain from Samanath Behera house to Dillip Behera house via- Jayamohan Pahadsingh house in Ward No.17	-do-	312500.00	2000.00	3150.00	60 days
31	Construction of C.C. Road from Bankim Giri house to Asish Samal house in Ward No.18	-do-	232142.00	2000.00	2350.00	60 days
32	Improvement of B.T. Road from Daragadahi Golei to Kanukar Soren house in Ward No.19	-do-	281071.00	2000.00	2850.00	60 days
33	Improvement of B.T. Road from Behera Babu house to Pradip Behera house at Badheisahi in Ward No.19	-do-	228392.00	2000.00	2300.00	60 days
34	Improvement of B.T. Road from Siba Behera house towards Haraprasad Naik house in Ward No.19	-do-	269286.00	2000.00	2700.00	60 days
35	Improvement of B.T. Road from Jaladhar Das house towards Ratnamani Thakurani Chhaka in Ward No.19	-do-	228392.00	2000.00	2300.00	60 days
36	Construction of C.C. Road and Drain from Jagannath Industry towards Anganwadi Centre in Ward No.20	-do-	446428.00	2000.00	4500.00	60 days
37	Construction of C.C. Road from Ramesh Behera house to Keshab Jena house at Thakurani Gali in Ward No.20	-do-	446429.00	2000.00	4500.00	60 days
38	Construction of C.C. Road, Drain and Culvert from Sabita Sethi house towards River in Ward No.20	-do-	277232.00	2000.00	2800.00	60 days
39	Construction of C.C. Road with Drain from Deuli road near Palei house towards Das Babu house at Purnachandrapur in Ward No.21	-do-	267858.00	2000.00	2700.00	60 days
40	Construction of C.C. Road with Drain from Giri Babu house towards Mohanta Babu house at Purnachandrapur in Ward No.21	-do-	357143.00	2000.00	3600.00	60 days
41	Construction of C.C. Road with Drain from Goya Babu house towards Ghosh Babu house at Purnachandrapur in Ward No.21	-do-	267857.00	2000.00	2700.00	60 days
42	Construction of C.C. Road, Drain and Culvert from Nayan house towards end of the road near Gupta house in Ward No.22	-do-	357143.00	2000.00	3600.00	60 days
43	Construction of C.C. Road and Drain from Badal house towards end of the road at Bindhani Sahi in Ward No.22	-do-	267857.00	2000.00	2700.00	60 days
44	Construction of C.C. Road and Drain from Kar babu house to Bapi Rai house in Ward No.22	-do-	267857.00	2000.00	2700.00	60 days
45	Construction of C.C. Road from Ghadei Babu house to Mukhi Babu house in Ward No.24	-do-	223215.00	2000.00	2250.00	60 days
46	Improvement of C.C. Road converted to B.T. Road from Mahamad Babu house to Prusty Babu house in Ward No.24	-do-	223214.00	2000.00	2250.00	60 days

47	Construction of C.C. Road from Ratan Babu house to Mohanta Babu house in Ward No.24	-do-	223215.00	2000.00	2250.00	60 days
48	Construction of C.C. Road from Dutta Babu house to Rly. Line (NICCO back side)in Ward No.25	-do-	580357.00	4000.00	5850.00	60 days
49	Construction of C.C. Road with Drain in front of Ananda Marg School in Ward No.25	-do-	455893.00	2000.00	4600.00	60 days
50	Construction of C.C. Road from Shyamsundar Madhual house to Senapati Babu house in Ward No.25	-do-	233393.00	2000.00	2350.00	60 days
51	Construction of C.C. Road with cutup wall from Jhuna Panda house to Rajabati Munda house in Ward No.25	-do-	951518.00	4000.00	9550.00	60 days
52	Maintenance and Improvement of B.T. Road from Behera Babu house towardsDaman Naik house in Ward No.26	-do-	267857.00	2000.00	2700.00	60 days
53	Construction of Drain with Road from Daitari Behera house towards Ugrasen Behera house in Ward No.26	-do-	223215.00	2000.00	2250.00	60 days
54	Improvement of B.T. Road from P.W.D. main road to Parshu Sahu house in Ward No.28	-do-	267857.00	2000.00	2700.00	60 days
55	Improvement of B.T. Road from Kartabasa chhaka to Mishra Babu house in Ward No.28	-do-	267857.00	2000.00	2700.00	60 days
56	Improvement of B.T. from Bagdiha chhaka towards Transformer chhaka in Ward No.28	-do-	267857.00	2000.00	2700.00	60 days
57	Constructionof C.C. Drain from Jastnarani Mohanta house to R.I. Mohanta house in Ward No.28	-do-	267857.00	2000.00	2700.00	60 days
58	Improvement of B.T. Road of Bagdiha Colony in w.no.28	-do-	250000.00	2000.00	2500.00	60 days
59	Construction of C.C. road from Firm house towards Arjun Marandi Res via Hapna Res. at back side of NICCO in w.no.28	-do-	1026786.00	6000.00	10300.00	60 days
60	Construction of Jogging Track at Madhuban Mini Stadium under Baripada Municipality.		1785714.00	6000.00	17900.00	90 days
61	Construction of Plat form for placement of statue of Shree Pandit Raghunath Murmu near Check gate Golei at Palbani under Baripada Municipality	-do-	472322.00	2000.00	4750.00	60 days
62	Construction of Plat form for placement of statue of Shree Lakha Bhadra near Meghasani Hotel at Palbani under Baripada Municipality	-do-	472322.00	2000.00	4750.00	60 days
63	Construction of Plat form for placement of statue of Shree Rohidas Singh Nag near Madhuban Stadium under Baripada Municipality	-do-	472322.00	2000.00	4750.00	60 days
64	Construction of Plat form for placement of statue of Shree Sarat Chandra Das at K.C. Circle under Baripada Municipality	-do-	472322.00	2000.00	4750.00	60 days
65	Construction of Plat form for placement of statue of Shree Maharaja Krushna Chandra Bhanjdeo at Sanskruti Bhavan under Baripada Municipality	-do-	472322.00	2000.00	4750.00	60 days

* The facility for exemption of EMD & ISD, either in full or in part, as per instructions/guidelines of Govt. of Odisha/ OPWD Code/ Govt. of India/ direction of Hon'ble Courts in India (with specified limitation and liberty) can be availed by intending and eligible class/category of bidders [Contractors with Physical Disabilities/Engineer Contractors/ST or SC Contractors/such other Agency(s) conferred with this exemption facility, if any]. However, this facility availed by any bidder for the above mentioned work shall be treated as genuine and admissible/ acceptable subject to submission of required documentary evidence/support in hard copy(s) as described in Sl. 4 below and subsequent verification of the same by BM.

- a. The Bidder should have not been black listed by any Govt / Govt Undertaking on the bid opening date. Self-declaration certificate by Bidder in the form of Affidavit is to be submitted.
- b. Any bidder, not registered under any Appropriate Public Authority of Govt. of Odisha, when became successful in this bidding process, will have to undergo necessary Registration in Appropriate Class as a Contractor under any Appropriate Public Authority of Govt. of Odisha before signing the agreement. However, the successful bidder will have to follow necessary official procedure, fulfil the criteria and co-operate in every genuine official manner at all levels for getting himself/herself/themselves registered in the required Class as a Contractor under Govt. of Odisha. All these formalities should be completed and the successful bidder should produce the Original Registration Certificate as a Contractor in the required Class within a month from the date of issue of Conditional Tender Acceptance Letter/Letter of Intent (LOI). Failure to comply this instruction within the stipulated period shall render his /her/their tender incomplete and shall be rejected with other punitive action against the said defaulter bidder as deemed fit by Baripada Municipality.
- c. No consortium or joint venture is allowed to participate in this tender.

INSTRUCTION TO BIDDER
Detail of documents to be furnished.

1. Scanned copies of the following documents to be up-loaded in PDF format in the Website i.e. www.tendersorissa.gov.in
 - a. **Tender Paper cost to be remitted on line.**
 - b. **EMD to be remitted on line**
 - c. **Valid GST clearance certificate**
 - d. **PAN Card**
 - e. **Valid Registration Certificate (Both State Govt. & Municipal Registered Contractor)**
 - f. **Affidavit regarding correctness of information/certificate**
 - g. **Valid Labour License**
 - h. **In any occasion if the tenderer quotes less rate against the tendered rate, then he/she will have to furnish the differential amount (tendered rate (-) less rate quoted) can be imposed only for a successful bidder vide Order No.13286/W, dated 07/9/17 from Works Department, Govt. of Odisha, by way of Demand Draft along with other papers at the time of Agreement.**
 - i. **In case of S.C./S.T. contractors preference to his tender will be allowed if he has not done at least three works in a year. But he has to submit his tenders with an affidavit from an Executive Magistrate that he has not executed works more than three in a financial year neither in the Municipality nor in other Department.**
 - j. **Bidder should not have been black listed by any Govt / Govt undertaking on bid submission date. Self Declaration Certificate by the bidder in the form of affidavit is to be submitted.**
2. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement.
3. 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 bidder.
4. The bidders have to produce the original DD towards cost of tender paper, Vat and EMD in approved form before the Tender Opening Authority i.e. Executive Officer, Baripada Municipality on or before the date and time of opening, failing which the bidder will be disqualified.

Eligibility Criteria:-

1. The eligibility criteria for participation in this tender are given below. The tenderers should go through these eligibility criteria before purchasing the tender documents. Tenderer(s) not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will summarily be rejected.
 - a. Tenders not accompanied with the earnest money deposit in the Online mode in favour of the concerned Authorities as specified in tender call notice shall not be considered at all.
 - b. The intending tenderer(s) should have the valid Registration Certificate as on date of the required class as mentioned in Col-3 of the table in DTCN.
 - c. The intending tenderer(s) should have up to date valid PAN, GST Clearance, Labour License.
 - d. D.D. / T.D.R for differential amount of the tendered rate(-)quoted rate /at the time of agreement .
 - e. Affidavit from an Executive Magistrate showing that if he has not executed three nos. of works in a financial year with preference availed by S.C. /S.T. contractors to be submitted.
 - f. Affidavit regarding correctness of information/certificate
 - g. Valid Registration Certificate (Both State Govt. & Municipal Registered Contractor)
 - h. Tender Paper cost to be remitted Online.
 - i. Bidder should not have been black listed by any Govt / Govt Undertaking on bid submission date. Self-Declaration Certificate by the bidder in the form of affidavit is to be submitted.
2. Filled up sealed tenders in complete shape will be received as per DTCN through online.
3. Tender containing extraneous conditions not covered by the conditions here-in-before and herein- after provided and quoting rates of units different from those prescribed in the tender Schedules will be liable for rejection. No Tenderer will be permitted to furnish tender in their own Manuscript form.

INFORMATION FOR THE INTENDING BIDDERS

1. Bid documents consisting of DTCN are available in the e-procurement website i.e. <https://www.tendersodisha.gov.in> **(for view, download and bidding)**
2. As stated above, it is a single bid e-procurement proposal of **BM**. As per the corresponding guidelines of Govt. of Odisha, each on-line Part-I Bid must be accompanied with legible scanned copies of valid Contractor's Registration Certificate (License) (save as mentioned at # above), GST Registration **vide Sl. 1 of Section-III of DTCN Part-I**), PAN CARD, **(save as described at * above)** .
3. Each on-line Part-I Bid should also be accompanied with legible scanned copies of documents in support of eligibility criteria of the corresponding bidder mentioned at *, #, and other pages of this DTCN. In addition to these, each bidder should also submit Declaration Certificate, No Relationship Certificate in the prescribed formats as enclosed to the DTCN at annexure-I to VI. Without these documents the bid(s) will be liable for rejection.
4. Regarding submission of original documents as a prime component of Part-I Bid, the following instructions are to be followed. The intending bidders should submit their On-Line Generated Bid-Submission Confirmation Sheet, **Original Affidavit(s) sworn before Notary Public or Executive Magistrate**, as applicable to the corresponding bidder(s) in the manner/formats attached to the DTCN at annexure-III to VI. **(save as mentioned at * above for exemption)**, Intending bidder(s) eligible to avail exemption of EMD, as mentioned at * above, should submit and enclose original affidavit(s) in the prescribed manner/format enclosed to the DTCN. Requisite supporting document in support of the claimed exemption of EMD (if any) should be submitted along with the corresponding affidavit to become eligible for the aforesaid exemption. Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/ inconsistent document(s), the corresponding bid(s) shall be rejected out rightly. If found necessary for further verification/reference/record, original(s) of any document(s) should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective bid(s) shall be treated as incomplete/non-responsive and hence shall be rejected.

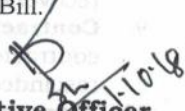
5. **Time Schedule for Bidding:**

Sl. No.	Description	Critical Dates
(i)	Period of availability of tenders on-line for bidding	From Dt. 06-10-18 (11.00 A.M.) to Dt. 22-10-18 (5.00 P.M.)
(ii)	Last date & time of bidding on-line (Submission of Bids)	Dt. 22-10-18 (5.00 P.M.)
(iii)	Date & time of opening of the Bids received on-line	Dt. 25/10/18 (11.30 P.M. onwards)
(iv)	To be intimated later to the bidder(s) found qualified after evaluation of Technical Bids and Price Bid received on-line.	

6. The opening of Bids received on line at Sl. III above and the on-line technical & Price bids received shall be opened at **11.30 P.M onwards** on **Dt. 25/10/18** in the office of Baripada Municipality. If the same could not be opened on for any reason beyond the control of BM, then the same shall be opened on the next official working/functioning day at 4.00 pm onwards.
7. Each received bid, if otherwise not rejected, shall remain valid for a period of **120 days** from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BM.
8. Bidder should not have been black listed by any Govt / Govt Undertaking on bid submission date. Self-Declaration Certificate by the bidder in the form of affidavit is to be submitted.
9. If the % rate quoted by any bidder for the work is lower than or equal to 15% less(-), then such bid shall be rejected and the tender shall be finalized based on merits of the remaining bids. But, if more than one bid is quoted at 14.99% (decimals up to two numbers will be taken for all practical purposes) less, the tender shall be finalised through a transparent lottery system where, all such bidders/their authorised representatives may remain present.
10. **Additional Performance Security (APS)**
Additional Performance Security **(APS)** i.e. the differential cost of the estimated cost put to tender minus the quoted amount shall be obtained only from the successful bidder when the bid amount is less than the estimated cost put to tender.

In view of Works Department Letter No.13286/W Dt.07.09.2017, the said condition of providing Additional Performance Security of the amount of difference can be imposed only for a successful bidder. On intimation from the tender inviting authority, the Successful bidder shall submit the required amount of Additional Performance Security in shape of D.D./T.D.R. in Scheduled Bank duly pledged in favour of **Executive Officer, BARIPADA Municipality, BARIPADA payable at BARIPADA** before issuance of Letter of Acceptance (LoA). The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

11. The Bank will remit the **Earnest Money Deposit on submission/ cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.(as per the Appendix-II of DTCN).The earnest money given by other two parties (L2& L3) except one whose tender is accepted shall also be refunded within 15 (fifteen) days of the acceptance of the tender on application / request.EMD shall also be returned to the unsuccessful bidders of General & Technical Bid (Part -I of tender documents) after finalization of its evaluation or last date of the tender validity period whichever is earlier on application/request.
12. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the intended works are to be executed and submit their bids accordingly.
13. In case of any inconsistency or contradict among different clauses/conditions/ instructions/ information furnished in this tender call notice/DTCN, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the Agreement to be drawn by BM with the successful bidder, conditions to be stipulated in the Agreement shall be followed for all practical purposes unless any of those condition(s) is/are found redundant/inapplicable and inconsistent with the relevant provisions of OPWD Code/Govt. instructions, as issued and amended till the date of invitation of this tender. In such case(s) the provision(s) in OPWD Code/Govt. guidelines shall prevail over the respective Agreement Condition(s). In case of any dispute between the selected bidder and BM regarding such overriding effect, decisions of BM shall be final & binding without prejudice to the remedies available to either parties under law of the Nation (India). Intending bidders are requested to understand this condition thoroughly and submit their tenders accordingly. For legal dispute(s), if any, the place of occurrence of the dispute(s) shall be treated as the present jurisdiction of BM.
14. Unusual or unilateral interpretation (if any), of any part or whole of the DTCN by any bidder and subsequently by the selected bidder, of any information/condition/provision to be laid down in the agreement (to be drawn between the selected bidder and BM), shall be out rightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from BM, shall be treated as violation(s) of the terms and conditions of this DTCN/agreement and hence, action as deemed fit by BM shall be taken against such bidder(s) or contractor. Under such circumstance(s), BM shall resort to any procedure deemed fit for execution/ completion of the work no claim in any manner by any bidder or the contractor shall be entertained/ accepted by BM.
15. The authority reserves the right to reject any or all the bids without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.
16. Rates: The Tenderer shall quote their offer on 'Percentage Rate' (excess or less) over the estimated cost in the Price Bid appended to the tender document for complete work in all respects. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. The offer shall be inclusive of cost of all materials, labour, T&P including the building and other construction workers welfare cess with surcharge, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental there for successful completion, testing & commissioning of the work GST as applicable on works contract shall be paid over the bill amount at the time of Payment of Bill.


Executive Officer
Baripada Municipality



DTCN PART-I: SECTION-III
GENERAL CONDITIONS OF THE DTCN/CONTRACT

1. **GST Registration Certificate & GSTIN:** Tenderers are required to submit attested copies of valid GST Registration Certificate & GSTIN.
2. **Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by SMC that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then SMC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as BM may decide just & proper for completion of the procedure(s). The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalisation of the corresponding tender(s) of the bidder(s) or on the tender for the work.
3. **No Claim for Bidding /Cancellation of Tender, etc:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
4. **Understanding the DTCN Before Bidding:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (DTCN Part-II), 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. The tender amount accepted by BM with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
5. **Drawl of Agreement:** If L₁ bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding at least for three years in BM and action will be taken to blacklist the contractor. In that case, the L₂ bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L₂ bidder negotiates his/her/their rate and terms and conditions at par with the rate quoted by the L₁ bidder, otherwise the tender will be cancelled.
6. **Work Programme:** The selected bidder shall submit construction schedule during signing of the agreement. The same shall be approved with necessary modification, if any, by BM. However, BM 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 selected bidder to abide by such changes in construction schedule/bar chart as per direction of BM. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BM.
7. **Urgent Work:** If any urgent work in the opinion of BM 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 shall be adjusted against any sum payable to the contractor.
8. **Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BM for information. In case of failure to notify the change(s) within 15 days, BM 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 BM and, the same consequences shall be ensured 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 thereof actually performed under the contract.
9. **Contract not to be Sub-let:** The contractor shall not subcontract/sublet the work assigned to him. If the contractor shall assign or sublet any part or whole of this contract or attempt to do so, the contract shall be rescinded with forfeiture of the EMD and penalty will be imposed as may be decided by BM.
10. **Payment/Deduction/Withhold/Retention of Duties, Levies, Taxes & Security Deposit:**
 - (i) The contractor shall bear all Taxes Duties, Levies, Central and State Taxes Cess, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages, as applicable, & B.M. shall not entertain any claim whatsoever in this respect other than admissible for payment as per rules and practices. Statutory withhold/deduction of taxes, SD, MSD as applicable, shall be done by BM from each running account bill of the contractor.
 - (ii). Notwithstanding anything contained in this DTCN, 5% if each bill amount found payable to the contractor, as decided and corrected by BM, shall be withheld by B.M. from each bill towards performance security. The EMD (as applicable) with the withheld performance security amount(s) shall be treated as **Security Deposit (SD)** and retained by B.M. till such period for due fulfillment of the agreement conditions by the contractor vide **Special Conditions of this DTCN Section-VI.**
11. **No Payment for Preparatory/Facilitating Works, etc:** No payment shall be made by BM towards survey and preparatory/facilitating works/items such as; investigation, testing, commissioning, site cleaning and levelling precaution and safety gear, inspection, etc. After the work is finished, all surplus materials, preparatory/facilitating works such as; GST, cement mortar/concrete mixing platform, scaffolding, etc., should be removed from the sites and the sites should be made clean/free from unwanted/unnecessary (as decided by BM) objects/articles both biotic and abiotic in nature. The sites should be cleared and dressed properly with outward slopes away from the structure(s), if any. After the work is completed in all respects, the contractor shall vacate the site within a week from the date of completion & commissioning after making good the damages, if any.
12. **Custody of Materials:** The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BM will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this DTCN/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BM or of, any other agency/organisation engaged/allowed by BM, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which BM shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to BM in required shape and manner or till, BM takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till BM declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by BM.

13. **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 BM. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by BM. 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 BM.

(ii) BM 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) BM 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, BM 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.

14. **Contractor to Provide and Facilitate Inspection, Safety Gear, etc:**

i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot 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.

ii) **Inspection:** BM will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

iii) **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.

iv) **Safe Means of Access:** Safe means of access shall be provided to all working platforms and other working places.

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

vi) **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.

vii) **Personal Safety Equipments:** 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.

ix) **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 over loaded with debris or materials which may render it unsafe.

15. **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 labour 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.

(c) BM shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages described above.

(d) BM shall have the right to enquire whether any labour employed by the contractor is below the age of fourteen years and to refuse to allow any labour below the age of fourteen years for engagement in this work by the contractor.

(e) 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.

(f) 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 unauthorised 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.
- (g) Executive Officer, B.M. shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (h) Vis-à-vis, Baripada Municipality, 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.
- (i) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.
16. **Contractor to Respond for Disengagement of Unruly Labour/Personnel:** BM are to have round the clock access to the work sites during execution and defect liability period. BM may require the contractor to remove dismiss any labour/representative(s) of person of the contractor's found to be incompetent or ill mannered/behaved or of doubtful background/integrity, etc., and the contractor shall comply with such requirements.
17. **Provision for Workman Compensation:** BM shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court, SMC pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.
18. **Contractor to Indemnify BM:** The contractor shall take every precaution not to damage or injure life and/or property of any person/organisation/entity in connection with this work. He shall indemnify and keep BM indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible. BM will not assume any responsibility on this account.
19. **Resident Engineer(s) and Assistant(s):** The contractor shall engage for this work, qualified and experienced Resident Engineer(s) and Assistant(s) to the satisfaction of BM. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of BM which will be binding on the contractor.
20. **Odisha PWD / Electricity Department Contractor's Labour Regulations**
- 20.1 **"Contractor"** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- 20.2 **"Wages"** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 20.3 **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.
- (c) Pre execution photo, photo during execution and final photo shall be enclosed.
- 20.4 **Payment of Wages:**
- (a) Wages due to every worker shall be paid to him direct.
- (b) All wages shall be paid in current coin or currency or in both
- 20.5 **Fixation of Wage Period:**
- (a) The contractor shall fix the wage period in respect of which the wages be payable. No wage period shall exceed one month.
- (b) 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.
- (c) 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.
- (d) All payments of wages shall be made on a working day.
- 20.6 **Wage Book and Wage 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) Executive Officer, BM may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.
- 20.7 **Fines and Deductions Which May be Made from Wages:**
- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- 20.8 **Register of Fines, etc.:**
- (a) 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.
- (b) 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.
- 20.9 **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.
- 20.10 **Powers of Labour Welfare Officer(s) to Conduct Investigation or Enquiry:**
The Labour Welfare Officer(s) or any other person(s) 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.
- 20.11 **Report of Labour Welfare Officer(s):** The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to Executive Officer, BM 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.
- 20.12 **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 Executive Officer, BM but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
- 20.13 **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.
- 20.14 **Submission of Return:** The contractor shall submit periodical returns as may be specified from time to time.
- 20.15 **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.
21. **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the contractor, without prior written permission of SMC, shall be considered as breach of contract and SMC reserves the right to take such actions as it may deem fit against the contractor.
22. **Rescission of Contract:** Subject to other provisions contained in this DTCN or in the agreement, BM may, without prejudice to any other right or remedy available to 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, rescind the contract in any of the following cases:
- i) If the **contractor** having been given by BM 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 manner shall omit/fail 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 Executive Officer (which shall be final & binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Commissioner, BM.
- iv) If the contractor fails to follow and comply with the relevant provisions this DTCN and/or agreement.
- 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 stipulated period.

When the contractor has made himself liable for action under any of the cases aforesaid, BM shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of Executive Officer shall be conclusive evidence), 20% of the value of the left over work will be realized from the contractor as Penalty in addition to other punitive measures deemed fit by BM including debarring the contractor from participating in BM tenders at least for 3 years, blocking his/her/their DSC in the e-procurement portal and recommending the corresponding licence issue authority not to renew the licence of the contractor.

In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reasons 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.

23. **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.
- Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
 - Involvement in any sort of tender fixing.
 - Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - Persistent and intentional violation of important conditions of contract.
 - Security consideration of the State i.e., any action that jeopardizes the security of the State.
 - Submission of false/ fabricated / forged documents for consideration of a tender.
In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the state.
24. **Force Majeure:** Neither the contractor nor SMC 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 due to the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the future execution of the contract for mutual settlement.
25. **Jurisdiction for Legal 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.

DTCN PART-I: SECTION-IV

EXECUTIVE INSTRUCTION REGARDING CALLING FOR AND ACCEPTANCE OF TENDERS THROUGH E-PROCUREMENT UNDER GOVT. OF ODISHA.

Note: BM reserves the right to modify the descriptions, conditions and terminologies of this Memorandum found inconsistent with the administrative and procedural hierarchy of BM and with the spirit/contents depicted in other parts of this DTCN.

Office Memorandum of Works Department, Odisha

Sub: Codal Provision regarding e-Procurement

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedures has been issued in Works Department Office Memorandum No. dt. which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix – IX(A) of OPWD Code Vol.II) as follows:

(Appendix-IX (A) of OPWD Code, Vol-II)

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

- This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
- The e-procurement portal of Government of Odisha is “<https://tendersodisha.gov.in>”.
- Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
- The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
- For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
- Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.
- The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
- Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.

9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management “Department” is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is Commissioner or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer’s login ID.
 - v. Blocking & unblocking of officer’s and bidder’s login ID.
 - 11.2 Nodal Officer (At organization level not below the City Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer’s login ID.
 - v. Blocking & unblocking of officer’s Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Creation of Tender
 - ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
 - 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Opening of Bid
 - 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
 - i. Evaluating Bid
 - 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
 - i. To take up auditing
12. **NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):**
 - 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
 - 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha “e” procurement Notice
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Bid Identification No. BPDm- 04 of 2018-2019

- | |
|--|
| <ol style="list-style-type: none"> 1. Name of the work: Construction of Civil Works (As per DTCN) 2. Estimated cost: As per DTCN 3. Period of completion: As Per DTCN 4. Date & Time of availability of bid document in the portal from Dt. 06-10-18 (11.00 AM) to Dt.- 22-10-18 (5.00P.M) 5. Last Date / Time for receipt of bids in the portal Dt. 22-10-18 (5.00P.M.) 6. Name and address of the O.I.T: Executive Officer, Baripada Municipality, Baripada. <p>Further details can be seen from the e-procurement portal “https://tendersodisha.gov.in”</p> |
|--|

- 12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersodisha.gov.in> will appear in the “Latest Active Tender”. The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the ‘Notice inviting Bid’ after which the same will be removed from the list of “Latest Active tenders”.

13. ISSUE OF AGENDA/ CORRIGENDUM/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

- 14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with
- 14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement Officer Administrator creates tender by filling up the following forms:
 - i. BASIC DETAILS
 - ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:
 - (a) For Single Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD,GST, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(b) For Two Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, GST, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.
- vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

- 15.1 PORTAL REGISTRATION: The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration

Certificate (RC) / GST Registration (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration . Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

- 15.1.1 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.
- 15.2 **LOGGING TO THE PORTAL:** The Contractor/Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- 15.3 **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
- 15.4 **CLARIFICATION ON BID:** The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.
- 15.5 **PREPARATION OF BID**
 - 15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.
 - 15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.
- 15.6 **PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:**
 - 15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.
 - 15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.
 - 15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.
 - 15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
 - 15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption
 - 15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. **SUBMISSION OF BID:**

- 16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, GST, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, **and any other information required by**

OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

- 16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
 - 16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
 - 16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
 - 16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
 - 16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
 - 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
 - 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - 16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
 - 16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
 - 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

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

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS :

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “the documents as available in the portal containing _____ nos. of pages”.
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 20.6.2 At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.
- 20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
- 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
- 20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

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

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 22.1 The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & 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.
- 22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, “Letter to Proceed” or “Work Order” shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer –Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.
- 22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

- 23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

- 23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.
- 23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
- 23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 23.3.3 Fails to execute the agreement within the stipulated date.
- 23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

EIC (Civil)-cum-CPO,	-	Chairman
Commissioner (WR)	-	Member
Concerned Chief Engineer	-	Member
Sr. Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

- 24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- 24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.
- 24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
- 24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.
1. These amendments shall take effect from the date of issue of the order.
 2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
 3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
 4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

E.I.C-cum-Secretary to Govt.

Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids

[As per Works Department Notification No.17276/W Dt.06.12.2017]

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the **e-receipts** will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
 - d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
 - e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.
6. **Settlement of Cost of Tender Paper;**
 - a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
 - b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
 - c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to

remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

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

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

8. Forfeiture of EMD :

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

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

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

10. Role of State Procurement Cell:

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

11. Role of National Informatics Centre :

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

12. Role of Cyber Treasury :

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

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

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

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

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

ANNXURE-I of Appendix – II**Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

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

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

DTCN PART-I: SECTION-VI
SPECIAL CONDITIONS OF THE DTCN/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/executed/drawn between BM & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by BM or due to any natural calamity or labour unrest or non-availability of labour, theft of materials or any kind of force majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then BM shall have the right to take any action deemed fit against the contractor as per the agreement and/or OPWD Code including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either to start or expedite and complete the work/utterly or written defiance to achieve required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BM shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by BM and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BM. **The employer (BM) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organisation/entity regarding this work and/or the conditions/instructions associated with this work.**
4. The decision of Executive Officer, B.M. regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Executive Officer/Chairperson, BM is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor @1/2% per day of delay of the value of work lying unfinished subject to a maximum 10% of the agreement amount.
5. BM reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of BM and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to BM.
6. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor & BM. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Odisha Schedule of Rates (SOR) of PHEO & Works Deptt. or local market rate(s), as applicable for the items/components not covered under SOR subject to approval of Executive Officer, BM.
7. The contractor shall put his/her/their signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by BM.
8. (a) In addition to the Performance Security/Security Deposit (SD) to be retained/withheld @5% of each Running Account Bill vide Sl.10 of Section-III of DTCN Part-I, Maintenance Security Deposit (MSD) shall be retained/withheld by BM @5% of each Running Account Bill.
(b) This MSD shall be retained as an indicative safeguard towards the interest of BM to ensure that the required maintenance works of the parks in respect of plantation & arboriculture, land scaping, play equipments, painting, defect rectification works, etc. are executed in time by the contractor during the defect liability period of 365 days after the date of completion of original work as per agreement (including the additional/replaced/curtailed items/quantities). The timeline(s) for the above nature of work(s) to be executed by the contractor shall be communicated by BM through telephone/physically/e-mail/letter by post and contractor has to abide by the same failing which it will be treated as a breach of contract and hence, BM will be a liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in BM tenders, blocking of DSC of the contractor, etc.
(c) However, not withstanding of the clause (b) above and upon successful completion of the aforesaid works required during the defect liability period by the contractor as per direction of BM, the MSD shall be released by BM to the contractor within two months of expiry of the defect liability period.
(d) The actual date of completion of the original work vide (b) above covering all the three parks and the corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BM from time to time and the same shall be binding upon the contractor.
(e) The APS (if any) submitted by the contractor shall be refunded within two months from the date of completion of the original work.
(f) The EMD & Security Deposit(s) (SD) retained by BM from the contractor's bill shall be considered for release subject to fulfilment of all the conditions of the DTCN/Agreement and after checking/scrutiny of the files and expenditures by LF Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
(g) No interest will be paid by BM on the EMD furnished by any bidder, on the EMD of the contractor and on the amount(s) to be retained/withheld/deducted by BM from the bill amount(s) of the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

No claim in this regard in any manner by the contractor or any organisation/entity shall be entertained/accepted by BM.

DTCN Part-I: Section-VII
[A] MEMORANDUM
(To be filled in during signing of Agreement)

Sl. No.	Name of the Work	:	
1.	Estimated Cost	:	
2.	Name and Address of the Contractor/Selected Bidder	:	
3.	Accepted Tender Value/ Agreement Value	:	Rs.....
4.	Earnest Money Deposit (EMD) vide * of DTCN Section-II (To be remitted ONLINE)	:	Rs.
5.	APS Deposit vide Sl. 9 of DTCN Section-II	:	
6.	Percentage to be Deducted & Withheld as Security Deposit from each Payment In-Voice after Correction, if any, by Baripada Municipality.	:	@ 5 (five)%
7.	Additional Percentage to be Deducted & Withheld from each Payment In-Voice after Correction, if any, by Baripada Municipality for Repair/ Replacement/ Maintenance of the Work during Defect Liability Period of 365 Days from the Date of Completion of the Original Work vide Contract Agreement Form in this Section	:	@ 5 (five)%
8.	Time Allotted for Completion of the Work (from the date of written order to commence)	:	
9.	Date of Written Order to Commence/Stipulated Date of Commencement	:	
10.	Stipulated Date of Completion	:	

Signature of Tenderer / Contractor

[B] FORM OF AGREEMENT

(First page to be filled up and signed in non-judicial stamp paper of worth Rs.10/-)

This contract made on Dt..... between Baripada Municipality (B.M.) and, (name and address of the selected bidder, hereinafter called "the contractor").

Whereas, B.M. is desirous that the contractor shall execute;

"....." (hereinafter called "the work"), and BM has accepted the bid of the contractor for execution and completion of the work and rectification of defects, if any, at an accepted tender/ contract price of Rs.....(Rupees.....) only.

Now, therefore, it is hereby agreed upon by BM and the contractor as follows:

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to those in this DTCN and the contract form as a whole. The DTCN and agreement shall be deemed to form and be read and construed as part of this contract with a view to maintaining the sanctity of this contract for successful execution and completion of the work unless otherwise clarified/redefined at a later stage during the contract remains in force including the defect liability period.
2. In consideration of the payment(s) to be made by BM, the contractor hereby covenants with BM to execute and complete the work and rectify the defects therein, if any, in conformity with the provisions of this contract.
3. BM hereby covenants to pay the contractor in consideration of execution and completion of the work and for rectification of defects, if any, wherein the contract price or such other sum, as may become payable under the provisions of the contract and in the manner prescribed under this contract.
4. The following documents shall be deemed to form parts of the contract/agreement and accordingly, should be read and construed in conjunction with other portions/clauses/conditions of this contract and DTCN.
5.
 - i) DTCN invited for the work including the Short Notice
 - ii) Contractor's bid and negotiation correspondences, if any
 - iii) Letter of Acceptance/Letter of Intent for the work (LOA/LOI)
 - iv) Notice to proceed with the work (Work Order) to be issued by BM and subsequent instructions of BM to the selected bidder subject to confirmation of the same, if required, by BM through written notice(s) to the selected bidder.
 - v) Contract/Agreement form at [C] of this Section for Items, Quantities, Rates and Amounts of the work to be duly signed by and the contractor.
 - vi) Instruction/intimation of BM for execution of extra work(s)/item(s)/quantity(s) found essential for the work and the corresponding rate(s) not covered in the agreement/DTCN and also for curtailment/exclusion of any item(s) of the work from execution.
 - vii) Letter/intimation/instruction (including physically and over telephone) of BM for repair/replacement/defect rectification, if any, with respect to modified quality(s)/specification(s) for such repair/replacement/defect rectification work and allowed time(s) to

accomplish the same either during execution of the work or during the defect liability period of 365 days from the officially declared/notified/noted date of completion of the whole work including additional/curtailed items/quantities of the work as per direction of BM. BM reserves the right to declare/note the date of completion of the original work and date of expiry of defect liability period which will be binding upon the contractor.

In witness whereof, the aforesaid two parties have entered into this contract on the date mentioned above.

Signature of BM signed by.....

(for and on behalf of Baripada Municipality)

Signature of contractor signed by.....(authorised signatory in case of firm/company with applicable authorisation letter/declaration attached to this contract)

In the presence of

(Witnesses)

1. Name:

Address:

Tel No:

Signature

2. Name:

Address:

Tel No:

Signature

Signature of the Contractor

(Authorised Signatory with Seal, if any)

Signature of Executive Officer

(Authorised Signatory with Seal)



BARIPADA MUNICIPALITY

[C] Contract Agreement Form for Items, Quantities, Rates and Amounts of the Work

Form No. W.III
(Rule 341)

Name of the Work:

Name of Contractor:

I/We do hereby agree to execute the under mentioned descriptions of items of the work in accordance with the conditions mentioned in this Agreement and in consideration of payment to be made by BM at the rate(s) specified in the following schedule for the quantity of work to be executed. Payment(s) for the item(s)/quantities(s) of the work not mentioned here-in-below, but found required for the work, and when executed/completed as per direction of BM, shall be governed by **Sl. 6 of the DTCN Section-IV**. All the payments pertaining to the work shall be subject to successful (acceptable to BM) carrying out of the duties and responsibilities by the contractor till the expiry of defect liability period as declared/noted by BM. Failure to abide by this condition shall be treated as a breach of contract and under such circumstance(s), BM shall have the right to take any action against the contractor as deemed fit including economic penalty and/or other punitive measures.

Sl. No.	Description of the Items	Quantity	Rate	Unit	Amount

Note:

- The work is to be executed with due diligence and in integrated/synchronous manner. The materials to be used by the contractor are to be the best of quality, and in all cases, shall be subject to approval of BM. Decision of BM regarding progress achieved and quality of the work done by the contractor shall be final.
- The executed quantity of various items of the work shall be measured by BM in appropriate/applicable manner and at different stages. But stage/sequence of payment(s) shall be the prerogative of BM. Running account bill(s) shall not be preferred ordinarily. However, under exceptional circumstances or upon achievement of desired work progress by the contractor, BM may consider running account bill payment(s) on request of the contractor. The quantum of running account bill payment, unlike final bill payment, would in any case, shall be less than the corresponding proportionate

value of work done and, shall be subject to the statutory deductions such as, income tax, service tax, labour cess, etc. and retentions such as for EOT, SD, etc.

- c. BM may put an end to this agreement at any time in case of bad/defective work and/or it may remove/replace the defective work and while doing so, the actual cost involved, if any, shall be realized from the contractor. No claim in this regard by the contractor shall be entertained.
- d. The conditions mentioned above are a few and indicative only. In addition to these, the contract shall also be governed by the details laid down in the documents listed at Sl. 1 to 4 of the above draft agreement form vide **[B]**.

Signature of the Contractor
(Authorised Signatory with Seal, if any)

Signature of Tender Inviting Authority (TIA)
(Authorised Signatory with Seal)

DTCN SECTION-IV

SPECIAL CONDITIONS OF THE DTCN/CONTRACT

9. The stipulated date of commencement of the work shall be the date on which the agreement is signed/executed/drawn between BM & the contractor.
10. The contractor shall not be entitled to any compensation on account of delay in locating the sites by BM or due to finalisation of land/alignment disputes, if any, or due to any natural calamity or labour unrest or non-availability of labour, theft of materials or any kind of force majeure situation, etc.
11. If the contractor could not achieve proportionate progress with respect to time, then BM shall have the right to take any action deemed fit against the contractor as per the agreement and/or OPWD Code including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either to start or expedite and complete the work/utterly or written defiance to achieve required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BM shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work, as applicable, through any other mode, as deemed fit by BM and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BM. **BM also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organisation/entity regarding the work and/or the conditions/instructions associated with the work.**
12. The decision of Chairperson/Executive Officer, BM regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Chairperson/Executive Officer, BM is not satisfied regarding the genuineness of delay for progress and/or completion of the work in the stipulated period, then he/she may impose penalty upon the contractor @5% of the agreement amount the amount of such penalty will be deducted by Accountant from the bill at the time of payment.
13. BM reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of BM and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to BM.
14. Extra item(s) and its quantity executed /to be executed, if found essential for the work, shall be covered under supplementary agreement to be drawn between the contractor & BM. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Odisha Schedule of Rates (SOR) of PHEO or Works Deptt. and for the items/components not covered under SOR, local market rate(s) shall be adopted subject to approval of BM.
15. The contractor shall put his/her/their signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by BM.
16. (a) Performance Security/Security Deposit (SD) to be retained/withheld @5% of each Running Account Bill vide Sl. 4 of Section-II of DTCN.
(b) This SD shall be retained as an indicative safeguard towards the interest of BM to ensure that, defect rectification work(s), if any, are executed in time by the contractor during the defect liability period of 365 days after the date of completion of original work as per agreement (including the additional/replaced/curtailed items/quantities). The timeline(s) for the above nature of work(s) to be executed by the contractor shall be communicated by BM through telephone/physically/e-mail/letter by post and the contractor has to abide by the same failing which, it will be treated as a breach of contract and hence, BM will be at liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in BM tenders, blocking of DSC of the contractor, etc.
(c) The actual date of completion of the original work vide (b) above and the corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BM and the same shall be binding upon the contractor.
(d) The APS (if any) submitted by the contractor shall be refunded within two months from the date of completion of the original work.

(e) The Security Deposit(s) (SD) retained by BM from the contractor's bill shall be considered for release subject to fulfilment of all the conditions of DTCN/Agreement and after checking/scrutiny of the file(s) and expenditure(s) by LF Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.

(f) No interest will be paid by BM on the EMD and/or APS furnished by any bidder, on the EMD, & APS (if applicable) of the contractor and on the amount(s) to be retained/withheld/deducted by BM from the bill amount(s) of the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

No claim in this regard in any manner by any bidder or the contractor or any organisation/entity shall be entertained/accepted by BM.

ANNEXURE-I

CERTIFICATE OF NO RELATIONSHIP

(As per Section-I, Sl. 3 of DTCN)

I/We hereby certify that I/We* am/are* **related/not related** (*) to any officer of Baripada Municipality, Baripada of the rank of Junior Engineer/Assistant Engineer & above and any officer of the rank of Municipal Engineer/Executive Officer and above Baripada Municipality.

I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-II

DECLARATION CERTIFICATE

(As per Section-I, Sl. 3 of DTCN)

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specification, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit In case there are deviation from the construction programme I/We shall abide by the decision of Engineer-in-charge for revision of the programme and arrange for the labours, materials, equipments etc accordingly.
4. In the event of award of the work to me/us, I/We undertake the entire responsibility for the structural stability to reconstruct / replace the whole or part of the component of the structure in the event of failure or improper functioning/improper construction within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, labourers, taxes, natural calamities, public nuisance, miscreants or from any account in connection with work within execution of the work till the actual completion period and shall not be entertained by the department (Baripada Municipality).
6. In case of violation of contents of department's tender documents in shape of extra conditions, or in any form, my / our offer / tender shall be rejected by the department without any intimation to me/us.

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

AFFIDAVIT**(Applicable for All Bidders)****(As per Section-I, Sl. 4 of DTCN)**

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

(*) - Strike out which is not applicable

(Deponent)**(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)****AFFIDAVIT****(Applicable for SC/ST Bidders)****(As per Section-I, Sl. 4 of DTCN)**

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

AFFIDAVIT

**(Applicable for Contractors with Physical Disabilities)
(As per Section-I, Sl. 4 of DTCN)**

1. I, Sri/Smt/Ms.....,Son/Daughter/Wife of, hereby declare that I am a registeredClass Contactor with Physical Disabilities within the ambit prescribed in Works Department, Odisha-Resolution No.23934 dt.8.11.91.
2. As per the said Resolution, I am entitled for exemption of EMD and accordingly, I have submitted tender for the work.
3. Necessary documentary evidence(s) as prescribed in the Tender Notice at * and at Sl.2 to 4 (Information for the Intending Bidders) of Section-I, DTCN Part-I in support of my aforesaid claim for exemption of EMD 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 Municipal Engineer, BM to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of Executive Officer, BM through telephone/letter/e-mail failing which my tender shall be liable for rejection.

(Deponent)

AFFIDAVIT

**(Applicable for Engineer Contractors Intending to Avail Exemption of EMD as per OPWD Code)
(As per Section-I, Sl. 2 & 4 of DTCN)**

- 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 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 Executive Officer) for the above work for verification and also for subsequent entry of exemption of EMD (if selected as the contractor for this work and availed the exemption of EMD in my/our license as per direction of Executive Officer, within such time as directed by him failing which action, as decided by BM, may be taken against me/us and appropriate steps may be taken by BM 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)

