



## **JATNI MUNICIPAL COUNCIL, JATNI**

### **DETAILED TENDER CALL NOTICE (DTCN)**

**Tender/Bid Reference No. EO/JMC/056/2021-22 Dt. 30.10.2021**

**COST OF TENDER PAPER: Rs.11,200/-**

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

**“OCTOBER” – 2021**



## JATNI MUNICIPAL COUNCIL, JATNI

No. 4896 Dt. 30.10.2021

Bid Reference No- **EO/JMC/056/2021-22 Dt. 30.10.2021**

e- Mail:municipalityjatni@gmail.com

### **NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement**

Executive Officer, Jatni Municipality, Jatni invites **Percentage Rate Bids 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 Two Bid system (Part-I: General & Technical Bid and Part-II: Financial Bid/Price Bid/BOQ) 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 or else the successful bidder shall get themselves registered with Govt. of Odisha (If not registered) in appropriate class in line with the requirement of DTCN before signing of agreement.** Agreement is to be drawn up by JMC with the successful/selected bidder in the prescribed contract form of JMC (attached to the DTCN). Each bid should be submitted on-line through the website [www.tendersodisha.gov.in](http://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, Jatni Municipality, Jatni .

Sl. No.	Name of the Work	Amount put to tender In `	Cost of Bid Documents Including GST in `	Period of Completion (in calendar months)	Class of Contractor
1	2	3	5	6	7
1	Improvement of Road from Saraswati Shishumandir towards Shreehari Vihar in Ward No. 08	1,23,52,000.00	11200.00	3	'B' & 'A'
2	Improvement of Road from BDA Colony Square towards PWD Main Road via Bishnu Temple in Ward No. 08	1,33,83,000.00	11200.00	3	'B' & 'A'
3	Improvement of Road from Ramachandrapur Goru Hata towards Kisku babu house in Ward No. 12	61,82,000.00	11200.00	3	'B' & 'A'
4	Improvement of Road from Kudiary High School towards PWD Road in Ward No. 23	84,86,000.00	11200.00	3	'B' & 'A'

**Critical Dates:**

Sl. No.	Description	Critical Dates
(i)	Period of availability of tenders on-line for bidding	From Dt. 1.11.2021 from 11.00 AM to Dt. 15.11.2021 upto 5.00 PM
(ii)	Last date & time of seeking clarifications (if any)	Dt. 5.11.21 up to 5.00 PM
(iii)	Pre Bid Meeting	At 11.30 a.m. of Date-07.11.21
(iv)	Uploading of Pre Bid Meeting Proceedings	At 12.00 hrs of Date 09.11.21
(v)	Last date & time of bidding on-line	Dt. 15.11.2021 up to 5.00 PM
(vi)	Date & time of opening of the Technical Bids received on-line	Dt. 16.11.2021 (11.00 AM onwards)
vii)	Date & time of opening of Price Bid/Financial Bid/DTCN Part-II	To be intimated later to the bidder(s) found qualified after checking and evaluation of Technical Bids received on-line.

2. Other details can be seen in the bidding document/DTCN available in website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) (for view, download and bidding) and in **Jatni Municipality, Jatni website Website** [https:// www.jatnimunicipality.in](https://www.jatnimunicipality.in) (for view and download only).
3. Subsequent corrigendum, if required, shall appear in these websites.
4. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof subject to the limitations prescribed by Central Vigilance Commission.

Sd/-  
Executive Officer  
Jatni Municipality, Jatni

Memo No. 4897.... Dtd. ...30.10.2021..../

Copy to the Deputy Secretary,(Advertisement) I and PR Deptt. Govt. of Odisha. He is requested to publish the same for one day in two odiya daily highest circulated news paper and one English daily news paper on or before 1/11/2021 for wide publication.

Sd/-  
Executive Officer  
Jatni Municipality

Memo No. ...4898..... Dtd. ...30.10.2021..../

Copy forwarded to the Collector, Khurda/PD DUDA Khurda/ Superintend Engineer, P.H. Bhubaneswar/Executive Engineer (Road and Building) Division, Khurdha /Executive Engineer, P.H. Division-III, Bhubaneswar /Block Development Officer Jatni/Tahasildar, Jatni/Asst. Executive Engineer P.H Sub-Division Khurdha/Assistant Engineer P.H Section P.H Jatni for information with a request to display the Tender Notice in their respective Notice boards for wide publication.

Sd/-  
Executive Officer  
Jatni Municipality



# JATNI MUNICIPAL COUNCIL, JATNI

## e- Procurement Notice

e - Mail: [municipalityjatni@gmail.com](mailto:municipalityjatni@gmail.com)

1. Bid Reference No. : EO/JMC/056/2021-22 Dt. 30.10.2021
2. Tender Call Notice No : **4896** dtd. **30.10.2021**
3. Name of Work : 4 Nos (Eleven)
4. Bid Value : **Rs.61,82,000/-** and **Rs. 1,33,83,000/-**
5. Period of Completion : 90 days

### Critical Dates:

Sl. No.	Description	Critical Dates
(i)	Period of availability of tenders on-line for bidding	From Dt. 1.11.2021 from 11.00 AM to Dt. 15.11.2021 upto 5.00 PM
(ii)	Last date & time of seeking clarifications (if any)	Dt. 5.11.21 up to 5.00 PM
(iii)	Pre Bid Meeting	At 11.30 a.m. of Date-07.11.21
(iv)	Uploading of Pre Bid Meeting Proceedings	At 12.00 hrs of Date 09.11.21
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(vi)	Date & time of opening of the Technical Bids received on-line	Dt. 16.11.2021 (11.00 AM onwards)
vii)	Date & time of opening of Price Bid/Financial Bid/DTCN Part-II	To be intimated later to the bidder(s) found qualified after checking and evaluation of Technical Bids received on-line.

6. Tender details can be seen for the e-Procurement portal <https://www.tendersodisha.gov.in> & JMC Website [https:// www.jatnimunicipality.in](https://www.jatnimunicipality.in)

Sd/-  
**Executive Officer**  
**Jatni Municipality, Jatni**

### Memo No 4897 JMC Dt. 30.10.2021

Copy forwarded to the Director, Information & Public Relation Deptt. Odisha, Bhubaneswar with a request to get it published One English Newspaper in addition to Two leading Oriya Daily Newspapers on or before **01.11.2021** for wide circulation. The enclosed complimentary copy of the News papers connecting to the tender Call Notice may be sent to this office for reference & record. The cost of Advertisement will be borne by our office (Copy enclosed).

Sd/-  
**Executive Officer**  
**Jatni Municipality, Jatni**

## CHECK LIST TO BE FILLED UP BY THE BIDDER

Tender/Bid Reference No. EO/JMC/056/2021-22 Dt. 30.10.2021

Name of the Work :

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page
			Yes	No	
1	Cost of Bid Document <b>Rs.11,200/- (Online remittance)</b>	As per NIT			
2	Bid Security (EMD) for <b>1 % of Estimated Cost /Bid security declaration(Online remittance)</b>	As per NIT			
3	Copy of valid Registration Certificate	DTCN Clause			
4	Copy of valid GST Registration Certificate & GSTIN	DTCN Clause			
5	Copy of PAN Card	DTCN Clause			
6	No Relationship Certificate	DTCN Clause-Annexure-1			
7	Declaration Certificate	Sec-1,Sl.-3 of DTCN Clause-Annexure-2			
8	Affidavits	Sec-1,Sl.-4 of DTCN Clause-Annexure-III			
a)	Affidavits for SC/ST Bidders	Sec-1,Sl.-4of DTCN Clause-Annexure-IV			
b)	Affidavits for Physical disabilities Bidders	Sec-1,Sl.-4of DTCN Clause-Annexure-V			
c)	Affidavits for bidders not Registered under EPF	Sec-1,Sl.-4of DTCN Clause-Annexure-VI			
d)	Affidavits for Engineering Contractors avail Exemption of EMD & ISD	Sec-1,Sl.-2 & 4 of DTCN Clause-Annexure-VII			
e)	EPF No. & Date (If Registered)	As per DTCN			
	Aall Schedules ( A to				
9	Work schedule in the form of Bar Chart	DTCN Clause			
10	Self-declaration certificate by the bidder in the form of Affidavit- for not being blacklisted by any Govt./ Govt. Undertaking	As per NIT			
11	E-Mail ID :				
12	Contact Number				

## CONTENTS OF THE DTCN

Sl. No.	DESCRIPTION
<b>A.</b>	<b>DTCN Part-I: (Technical Bid)</b>
1.	Short Notice for Inviting Tender
2.	Section-I : Short Title & Definitions
3.	Section-II: Detailed Tender Notice
4.	Section-III : General Conditions of the DTCN/Agreement
5.	Section-IV: Executive Instruction Regarding Calling for and Acceptance of Tenders through E-Procurement under Govt. of Odisha
6.	Section-V: Scope of the Work – Enclosed as Attachment
7.	Section-VI: Special Conditions of Contract
8.	Section-VII: Memorandum & Draft Agreement Form
9.	Annexures-I to VIII : Declaration Certificate, Affidavits, etc.
<b>B.</b>	<b>RFP Part-II: Financial Bid</b>

## **DTCN PART-I: SECTION-I**

### **SHORT TITLE & DEFINITIONS**

1. The words 'JMC' or 'Employer' or 'employer' mentioned in this DTCN shall mean explicitly/implicitly, Jatni Municipal Council represented through its Executive Officer and shall also mean other official(s) concerned of JMC formally or informally declared/advised/instructed by Executive Officer to act and perform the duties of JMC on behalf of 'Administrator' for any part(s)/portion(s) of the work or for the whole work. The word 'JMC' shall also mean the 'Municipality' as the apex body and various 'Standing Committees' of JMC.
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.

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 JMC.

## **ELIGIBILITY CRITERIA FOR THE INTENDING BIDDERS**

### **ELIGIBILITY CRITERIA FOR THE INTENDING BIDDERS**

#### **01. ELIGIBILITY CRITERIA FOR THE INTENDING BIDDERS**

01. In addition to the eligibility criteria mentioned elsewhere in this DTCN, the following criteria/ conditions should be fulfilled by each intending bidder as well as the successful bidder.
02. The bidders desirous to participate in bidding for any work, put to tender herewith, must possess up to date compatible Digital Signature Certificate and should follow the changes/ modifications/ addendum to this DTCN, if any.
03. The original documents, i.e. Affidavits, Schedules, Undertakings, Declaration Certificates, PAN, GSTIN, EPF, Contractor's Registration Certificate (License) as per the DTCN, copies of which should have been uploaded by the bidder in the e-tender website along with its bid, should be submitted for verification during bid evaluation process, as required by the tender inviting authority and within such time as intimated by the tender inviting authority, either through the bidder's self-declared 'telephone no.' or 'e-mail ID' or 'address for correspondence'. The process of verification and/or submission of original documents shall, preferably, be limited to the L<sub>1</sub> & L<sub>2</sub> bidders, unless otherwise required for other bidder(s) as decided by the tender inviting authority.
04. Each intending bidder for any work should have **completed construction of road and drain work(s)** in any one year during the last 5 (five) years (2016-17 to 2021-22) of value not less than 30% of the estimated cost of the corresponding work herewith put to tender. The expression '**road and drain work(s)**' mentioned in this DTCN shall mean '**Repair or Construction (not maintenance) of any project(s)/ work(s) having only road or road with drain or road with cross drainage structure(s)**'. The work(s) should have been executed for Government / Public Sector Organization(s) in India. The work experience during the financial year 2021-22 (till the date of invitation of tender) shall also be considered. The experience certificate(s) should have been issued/signed from/by appropriate authority i.e. not below the rank of Executive



Engineer or its equivalent in any public office or organization of India / Executive Officer or Municipal Engineer of the ULB concerned in Odisha under which/whom the bidder has executed any work during the aforesaid period. Weightage @ 10% per year shall be given on the value of work(s) executed in the preceding years as mentioned in **Clause-6** below. The format prescribed for submission of such certificate (s)/ document (s) is attached as **Schedule-'A'** to this DTCN. All such certificates in **Schedule-'A'** obtained from various offices/ authorities should be uploaded by the respective bidder along with its bid for the corresponding work herewith put to tender. Further, the information to be filled in the format at **Schedule-'A'** should cover all the works irrespective of its nature/ type and should not reflect the '**road and drain works**' only.

05. Each intending bidder for any work should have annual financial turnover of not less than 40% of the estimated cost of the corresponding work herewith put to tender in any one financial year during last 5 (five) years (2016-17 to 2020-21) and the turnover should have been certified by registered Chartered Accountant/ competent organization. This turnover certificate should bear the Unique Document Identification Number (UDIN) of the corresponding Chartered Accountant certifying the details with his/her/their name, seal, signature & date. Weightage @ 10% per year shall be given on the annual turnover of the preceding years as mentioned below in **Clause-6**. Even provisional turnover, if declared, declared in the said certificate issued by Registered Chartered Accountant / competent organization in favour of the intending bidder for the financial year 2020-21 is also acceptable. Format prescribed for submission of this certificate is attached at **Schedule-'B'** to this DTCN. This Certificate should feature year-wise total turnover and specific turnover from construction works.

06. **Weightage Factor**

Following enhancement factors will be used to arrive at the cost of works(s) executed and turnover accrued as per **Clause 4&5** above to bring the financial figures to a common platform for evaluation of the bids during the year 2021-22.

<b>Year</b>	<b>Multiplying factor</b>
2020-21	1.10
2019-20	1.20
2018-19	1.30
2017-18	1.40
2016-17	1.50

To arrive at the value of '**Road or Drain Work(s)**' completed in any financial year during 2016-17 to 2021-22 vide Cl.8 above, value of such works executed through multiple contracts in the corresponding financial year shall also be considered. In case any such work, executed and completed in more than one financial year, then the **value of work done during its completion year** shall be considered. In case the values pertaining to different financial years are not mentioned in the experience certificate at **Schedule-'A'**, then it will be calculated on a pro-rata basis, considering the total executed value-vrs.- the total time scheduled or consumed in days.

07. **Bid Capacity:** These stipulations shall apply to all works having individual estimated cost herewith put to tender for more than **Rs.3.00 crores**. Intending bidders, who meet the other eligibility criteria, should have available bid capacity more than the estimated cost of the corresponding work herewith put to tender. The available bid capacity will be calculated in the following manner.

Assessed Available Bid Capacity =  $(A*N*2-B)$  where,

A = Maximum value of **construction work(s)** executed in any one year during the last five years (2016-17 to 2020-21) (updated to the price level of 2021-22 with weightage of value as per **Cl.6** above (to be assessed from the Turnover Certificate vide **Schedule 'B'**).

B = Present value of the work(s) in hand (awarded but not started/ work(s) in progress or not completed) to be assessed from **Schedule – 'A'** and or **Schedule – 'C'**

N = Number of years or fraction thereof prescribed for completion of the corresponding work for which the bid is invited.

**NOTE:**

(1) The information in **Schedule – 'A' and 'C'** showing the value of work(s) in hand (awarded but not started/ work in progress or not completed) as well as the stipulated revised period of completion remaining for each work listed therein (not completed or not started) will be used to arrive at the value of existing commitment(s).

(2) In case of non-disclosure/ hiding/ suppression of any existing commitment in **Schedule – 'C'**, if detected during the bid evaluation stage, then the bid of such bidder(s) will be evaluated considering such detection.

08. Each intending bidder should ensure before bidding that, he/she/they is/are in possession of or under lease/hire agreement or understanding for some minimum tools and plants, equipments and machineries as listed in **Schedule- 'D'** of this DTCN. The nature of possession (Owned/ Hired) and physical working condition of the tools and plants, machineries and equipments required for the work, herewith put to tender, are mentioned in **Schedule- 'D'**. However, each intending bidder should note that the list of tools and plants, machineries and equipments mentioned in **Schedule- 'D'** are bare minimum requirement, not an exhaustive list. In case the successful bidder is found unable/unwilling to deploy the tools and plants, machineries and equipments at any stage of execution of the work, herewith put to tender, then it will be treated as a breach of contract by the successful bidder and in such case(s), the authority will have liberty to take any action as deemed appropriate against the contractor and / or to make up the shortfall at the cost and risk of the successful bidder.
09. Each intending bidder (unless a Civil Engineer Contractor) should note that he/she/they, when declared as a 'successful bidder' for any work, herewith put to tender, should deploy at least one experienced Civil Engineer at the work site for the full time during the course of lay out and execution of the work. The qualification and experience of the Civil Engineer should be as mentioned below.
- (a) Diploma or Degree in Civil Engineering passed from any institute/ organization recognized by AICTE.
  - (b) Should have post-qualification experience of at least two years in Civil Engineering survey or monitoring and quality control of Civil Engineering works or civil engineering construction works with quantity measurements or combination of two or more of the above types of activities.

Each successful bidder will have to submit genuine documentary proof to the authority in support of the above qualification and experience of the Civil Engineer proposed to be hired by the successful bidder. No payment or liability for such hiring & deployment shall be made/entertained by the authority. The hired engineer should represent the successful bidder at the work site and hence, the 'conduct' and 'DO's' and 'Don't's', applicable to the successful bidder

under the contract conditions for any work shall ipso-facto apply to the hired Civil Engineer. In case of deviation observed by the authority and informed to the successful bidder, the said Civil Engineer should be replaced by an equivalent one within such time as the authority may allow. Any bidder, found successful in the bidding process for more than one work, herewith put to tender, need not hire separate Civil Engineers for each work.

10. The bidders, who have in last three financial years applied for / are undergoing Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR) or facing recovery proceeding from Financial Institutions or those declared as 'Sick' and or under consideration as 'Sick' by the Board for Industrial & Financial Reconstruction (BIFR), are not eligible for bidding. Self-declaration or self-affidavit by the bidder in the format at **Schedule-'E'** of this DTCN is to be submitted in this regard.
11. **Earnest Money Deposit:**  
The Earnest Money Deposit (EMD) has been exempted till 31.12.2021 as per FD O.M No. 8943 dt 18.03.2021. Each intending bidder is required to furnish Bid Security Declaration as per **Schedule-'F'** failing which, such bids shall be outrightly rejected.
12. Any bidder, [intending to claim full or partial exemption](#) for submission of ISD as per OPWD Code, is required to submit necessary documentary evidence in support of such claim along with its on-line bid failing which, subsequent claim/request to avail this facility will be rejected outrightly.
13. **Critical Dates:**

Sl. No.	Description of Activity		Critical Dates
(i)	Period of availability of tenders on-line	:	From 11.00Hrs. of Dt01.11.2021 to 17.00 Hrs. of Dt15.11.2021
(ii)	Last date & time of seeking clarification	:	Up to 17.00 hrs of 05.11.2021
(iii)	Pre-Bid Meeting	:	At 11.30Hrs. of Dt07.11.2021
(iv)	Uploading of Pre-Bid Meeting Proceedings	:	At 12.00Hrs. of Dt09.11.2021
(v)	Last date & time of bidding on-line	:	17.00 Hrs. of Dt15.11.2021
(vi)	Date & time of Opening of Technical Bids	:	From 11.00 Hrs. of Dt.16.11.2021

(vii)	Opening of Financial Bids	:	To be intimated subsequently to the technically qualified bidders.
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**Note:** The pre-bid meeting may be conducted virtually or physically on the aforesaid date & time. Bidders intending to attend the pre-bid meeting virtually are requested to register itself in the meeting link to be obtained from the tender inviting authority before start of the meeting and join the discussion on the scheduled date & time. Similar type of queries/ questions should not be asked by any bidder again during the pre-bid meeting, if clarification to the same has/have already been given by the authority in response to the queries/ questions of any other bidder. A statement featuring the queries received /raised and clarifications given will be uploaded in the tender website for information of all concerned. No specific communication to any bidder shall be made in this regard by the authority.

#### **INFORMATION FOR THE BIDDERS**

14. With a view to achieve higher efficiency and consume less time in the process of communication with any bidder, any of the three modes of communication or intimation by the tender inviting authority vide Sl.3 above with any bidder or the successful bidder (as the case may be), on any matter related to the bidding process, evaluation and finalization of bids, deposit of ISD & APS (as applicable), submission of work program, drawl of agreement, issue of work order, execution of the work, correspondence related to execution/ quality control of the work, bill payments, defect rectification and every other aspect related to the work and/ or the corresponding contract, shall be treated as official and binding upon the respective bidder(s) to **carry out** the instructions contemplated therein within the allotted time failing which, it will be treated as violation of terms and conditions of this DTCN and/or agreement (as the case may be) and in such a situation, the tender inviting authority and/or any other appropriate authority may take any action against the bidder/ contractor as deemed fit/ appropriate.
15. In this DTCN the term, 'year' or 'years' referred/ mentioned, should mean & imply the corresponding 'financial year, or 'financial years'.

16. **Initial Security Deposit/Performance Security:**

After issue of tender acceptance letter (LoA) by the tender inviting authority or any other appropriate authority, the successful bidder shall have to furnish, Initial Security Deposit (ISD) amounting to not less than **2% (two percent)** of the accepted value of the tender (save as EMD/ISD exemption facility available to some category of bidders as per OPWD Code in shape of NSC/Postal Saving Pass Book /Post Office Time Deposit /Kishan Vikash Patra/Deposit Receipt in Schedule Bank duly pledged in favour of **Executive Officer,Jatni Municipality** payable at **Jatni** ,within **15 (fifteen) days** from the date of issue of LoA failing which, the tender of successful bidder shall be rejected followed by other action as deemed fit against the said bidder. The successful bidder may also submit ISD in shape of Bank Guarantee (BG) issued in favour of **Executive Officer,Jatni Municipality ,Jatni** from/through any nationalised/schedule bank located at Jatni or counter guaranteed through any branch of the corresponding bank located at Bhubaneswar The BG should remain valid at least till one month after expiry of defect liability period of one year from the stipulated date of completion as per LOA.In case of delay in completion of the work, this BG may be extended for further periods as required or replaced by a new BG by the successful bidder with such validity period, as decided by the tender inviting authority/ appropriate authority.

17. **Additional Performance Security:**

As per FD O.M. No 4559/W dt. 05.04.2021, Additional Performance Security (APS) should be submitted by the successful bidder when the accepted bid amount is less than the estimated cost put to tender in following manner.

Sl. No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional performance security to be deposited by the successful bidder
i.	Below 5%	No Additional Performance Security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid amount)

It should be in shape of **Term Deposit Receipt** pledged in favour of **Executive Officer, Jatni Municipality** payable at **Jatni**. The successful bidder may also submit APS in shape of Bank Guarantee (BG) issued in favour of **Executive Officer, Jatni Municipality** from/through any nationalised/schedule bank located at **Jatni** or counter guaranteed through any branch of the corresponding bank located at Jatni. The BG should remain valid at least till one month after expiry of stipulated date of completion of the work as per the LOA.

18. Upon acceptance of the tender of any bidder, the said person/agency will be designated as '**successful bidder**'. Then the successful bidder will be intimated through a letter about the fact of acceptance of his/her/their tender termed as, '**Letter of Acceptance (LoA)**' with instruction to deposit ISD, APS (if applicable), work program, drawl of agreement, and to fulfil such other requirements as per the DTCN and/or as the authority may inform. The successful bidder will have to comply with the above instructions within the timeline stipulated in the LoA, which under normal circumstances would be 7 days from the date of issue of LoA. A sample **LoA** is attached to this DTCN as **Schedule-'J'**.
19. The successful bidder shall, within **07 (seven) days** from the date of issue of **Letter of Acceptance (LoA)**, furnish the Performance Security & Additional Performance Security (if applicable) in the prescribed shape and manner. The successful bidder should also submit a work programme & sign the agreement in prescribed format within this 7 days failing which, the tender inviting authority/ any other appropriate authority shall, without prejudice to any other right or remedy available in law, be at liberty to reject the tender of the successful bidder followed by other action against the successful bidder as deemed fit.
20. For filling-up information in the Schedules, intending bidders may obtain editable soft copy of the Schedules from the tender inviting authority through e-mail.
21. The word/words 'authority' or 'tender inviting authority' or 'competent authority' mentioned in this DTCN shall imply the same meaning and entity and it also include its 'Assignees', 'Engineer-in-Charge' or 'Engineers-in-Charge'.
22. In case of any doubt or misinterpretation of any 'terminology' or 'sentence' or 'sentences' of this DTCN, raised by any bidder at any stage, clarification of the 'authority' on the same shall be final and binding upon the bidders. In case it is found/discovered by any bidder that the conditions/ clauses or a portion thereof in the DTCN are mutually inconsistent or repeated and clarification is sought for on the same, then clarification of the 'authority' in this regard shall be treated as final and binding upon the bidders. It is further clarified that the authority reserves the right to ask any bidder, after opening of the technical bid for any

work, to submit legible copy(s) of any document (if appeared to be illegible) and/or any other document in connection with its bid uploaded without assigning any reason thereof to any other bidder/entity. However, such a requirement by the authority should be complied with by the said bidder within such time, shape and manner as decided by the authority failing which, the bid documents of the said bidder will be treated as '**incomplete**' , '**non-responsive**' and hence, it will be rejected accordingly followed by other action against the said bidder as deemed appropriate by the tender inviting authority.

23. During tender evaluation stage, if any written complaint is lodged before the authority against any bidder, it is clarified that merit of the complaint shall be based on and limited to the documentary evidence attached by the said complainant with its written allegation. Complaint(s) without appropriate documentary evidence may not bear any merit for consideration, decision, communication and response of the authority. The onus of supplementing the allegation with appropriate documentary evidence during lodging the complaint shall lie on the complainant itself. Such complaints should not be progressive from the same source / person / entity.
24. During and/or after execution of the work, herewith put to tender, the successful bidder will be required to facilitate a few tests to be conducted through Government or Government authorized laboratories as per direction of the authority and/or direction of State Team for SURE (Smart Urban Road Execution). The successful bidder will be responsible to coordinate with the corresponding laboratory(s) for collection of samples from the respective work site, preservation and handling of the samples as per specifications, testing of the same and obtaining the test results from that/those laboratory(s) on payment. This payment or a part thereof (as admissible to the authority) shall be reimbursed by the authority to the successful bidder during payment for his/her/ their work bill or during payment of any other dues in connection with the work. No other claim or correspondence in this regard (collection, handling, preservation, testing of samples) by the successful bidder shall be admissible to the authority. A tentative list of laboratories, where and through which the intended tests are required to be conducted, is attached at **Schedule-'H'** to this DTCN. Similarly, a list of tests required to be conducted with an explanatory



'Note' is attached at **Schedule-'I'** to this DTCN for information of all the intending bidders as well as the successful bidder. It is made very clear that, if any of the test result indicates poor quality of any material and/or poor quality (quality not conforming to the specifications) of construction in any segment/ stretch/ portion of the work represented by the test sample(s) collected from the work site, the corresponding material(s) and/or corresponding portion/ stretch/ segment of the work will be rejected by the authority. In such case(s), the successful bidder will have to remove the defective material(s) from the work site, dismantle the corresponding portion/ stretch/ segment of work done and dispose the same away from the work site forthwith as per direction of the authority. No payment for such defective materials and/or defective work and for removal/ dismantling of the same shall be made by the authority. The successful bidder shall have to procure materials as per required quality and specifications in place of the poor quality materials (removed/ disposed from the work site by the successful bidder) and, reconstruct the parties/ segments/ stretches in place of the defective constructions (dismantled and disposed off from the work site by the successful bidder). Payment will be made only for the portion of work/ materials (as applicable) found satisfying the quality requirements. No claim or correspondence of the successful bidder in this regard shall be entertained by the authority.

25. Upon finalization of the tender for the work herewith put to tender, an agreement will be drawn by the authority with the successful bidder subject to fulfillment of the conditions to be laid down in the LoA of **Schedule-J** by the successful bidder. Then this DTCN shall automatically form a part of the agreement whether or not, it is attached with the agreement and relevant details mentioned in this DTCN related to post-finalization of the tender shall be binding on the successful bidder.
26. The scope of work consisting of the items/ quantities mentioned in the BoQ are tentative. During construction of the work, if any additional quantities and/or items are found essential for execution at the site as per direction of authority, then the same shall be undertaken by the contractor without any objection. However, the value of such additional quantity and/or items should be such that the agreement value for the work is not exceeded.

27. **SFRC** grating (fixed in position) and FRP drain covers (removable) with its frame (fixed in position) shall be provided at desired locations/ position of the work. The contractor shall be bound to procure and install these materials with quantity and make as directed by the authority.
28. The work shall be executed by the contractor following the alignment and position of various heterogenic materials and items as per direction of the authority. Any deviation found by the authority regarding the alignment, positioning, level, etc., of any item/ component/ portion of the work, those portions/ items/quantities will not be considered for measurement and payment.
29. During course of execution of the work, if any private utility such as; water supply line, wastewater line or sewerage line, power supply line, etc., is damaged by the successful bidder, hereinafter mentioned as contractor, shall repair/rectify/ replace the same with identical materials and workmanship within such time as directed by the authority and/or the corresponding person/entity whose utility is damaged. Payment for such restoration works shall be made by the authority based on actual items and quantities of restoration works. This payment will be beyond the contract value. The rates of the materials and labour for these restoration works shall be SoR of Government of Odisha prevailing during the period of execution. In case of the items not covered under Govt of Odisha SoR, the rates of those materials shall be decided by the authority and the contractor shall not have any claim beyond the payment decided by the authority for such restoration works.

**SCHEDULE – A**  
**WORK EXPERIENCE**

1. Name & Address of the Contractor with His/ Her/ Their License No. :
2. Details of the works executed during 2016-17 to 2021-22 (Till the Date of Invitation of Tender)

Sl. No.	Name of the Work & Agmt. No. & Year	Name of the Office/ Organization	Stipulated date of commencement	Stipulated date of completion	Actual/ Revised/ Expected month of completion	Agmt. Value with Taxes in Rs.	Financial year-wise amount paid in Rs. Corresponding to Agmt. Value with taxes (Excluding the amount paid towards escalation, Additional work, settlement of claims, etc.)	Total amount paid in Rs. Corresponding to the Agmt. value with taxes (Excluding the amount paid towards escalation, Additional work, settlement of claims, etc.)	Value of Balance works to be done in Rs. with taxes (Excluding the amount paid towards escalation, Additional work, settlement of claims, etc.)	Whether the work consisted of construction of road or road with drain	Remarks
1	2	3	4	5	6	7	8	9	10	11	

**Signature & Seal of the Authority**  
**Issuing this Certificate**

NB: This/ These Certificate(s) is/are to be signed with seal affixed on it and issued by the officer(s) concerned not below the rank of Executive Engineer or its equivalent of the corresponding office(s)/ Executive Officer or Municipal Engineer of the corresponding ULB of Odisha under whom the above work(s) were executed. The bidder should obtain such certificate(s) from the corresponding authority(s) pertaining to each office/ organization under which the bidder has/had entered into agreement(s) during the aforesaid five years. Multiple certificates in this format should be obtained by each intending bidder from the corresponding offices/ authorities under which the bidder has executed or now executing the works and these certificates should be signed and uploaded by the bidder with its bid as per **Cl.1** of the DTCN.

**SCHEDULE – B**  
**FINANCIAL STATEMENT**

Audited financial statement for last five years (2016-17 to 2020-21) is to be attached/ uploaded with the bid in the following format. This statement should be issued by any Regd. Chartered Accountant or competent financial organization duly signed with its seal affixed on it by the corresponding [Chartered Accountant/ Competent Entity](#) and should bear the Unique Document Identification Number (UDIN) of the Chartered Accountant. It should also be signed by the bidder and uploaded with the technical bid in accordance with the [Cl.2](#) of DTCN.

- 1) Name and Address of the Client with PAN:
- 2) Total annual turnover & annual turnover from **Construction Works** undertaken during the following five financial years by the aforementioned client.

Year	Total turnover in Rs.	Turnover from construction works in Rs.
2020-21		
2019-20		
2018-19		
2017-18		
2016-17		

**Signature & Seal of the Chartered Accountant/Competent Entity**

**UDIN of the Chartered Accountant:**

**Signature of the Bidder**

### SCHEDULE-C

SELF DECLARATION/ SELF AFFIDAVIT TO BE UPLOADED BY THE BIDDER ON THE LIST AND VALUE OF WORK(S) FOR WHICH, AGREEMENT(S) HAS/ HAVE BEEN DRAWN, BUT WORK(S) ARE IN PROGRESS OR NOT STARTED AND, THE WORK(S) FOR WHICH, TENDER(S) FINALIZED IN FAVOUR OF THE BIDDER, BUT AGREEMENT(S) NOT YET DRAWN (EXISTING COMMITMENTS)

<b>Sl. No.</b>	<b>Name of the Office/ Organization</b>	<b>Name of the Work</b>	<b>Ag. Value or Accepted Tender Value (in case Agmt. not yet drawn) with Taxes in Rs.</b>	<b>Amount paid, if any, with Taxes corresponding to the Ag. Value or Accepted Tender Value ( in case Agreement not yet drawn) Excluding the amount paid towards escalation, other claims, additional work done, etc. in Rs.</b>	<b>Stipulated / Revised/ Expected Month of completion as per Agreement or Tender Conditions (in case agreement not yet drawn)</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

I/ We hereby declare that the above information furnished by me/us are true to the best of my knowledge and belief. I/We also declare that no information on this aspect (existing commitments) have been skipped or suppressed by omission or commission. In the event of this self-declaration is found to be false or misleading or incomplete during evaluation of my/our bid, the tender inviting authority or any other competent authority may take any punitive measure(s) against me/ us, as deemed fit by the authorities.

Signature of the Bidder  
Date:

## **SCHEDULE – D**

### **LIST OF TOOLS AND PLANTS, MACHINERIES AND EQUIPMENTS**

Sl. No.	List of tools and plants & equipments	Minimum Requirement	Owned/ Hired	Remarks
1	2	3	4	5
1.	Plate / Skid Vibrator	1 No.	Owned / Hired (not more than three years old & fully functional with good electro-mechanical condition)	Proof to be submitted in shape of purchased invoice/ bill or hire/lease agreement with the owner and uploaded with the bid. It will be verified with its original document in case the bidder is found L <sub>1</sub> or L <sub>2</sub> for the work herewith put to tender.
2.	Needle Vibrator	1 No	Owned/ Hired (not more than three years old & fully functional with good electro-mechanical condition)	Proof to be submitted in shape of purchased invoice/ bill or hire/lease agreement with the owner and uploaded with the bid. It will be verified with its original document in case the bidder is found L <sub>1</sub> or L <sub>2</sub> for the work herewith put to tender.
3.	Vehicle Mounted/ Driven Water Tank of 3000L capacity or more	1 No.	Owned/ Hired and fully functional with good electro-mechanical & hydraulic conditions.	Proof to be submitted in shape of purchased invoice/ bill or hire/lease agreement with the owner and uploaded with the bid. It will be verified with its original document in case the bidder is found L <sub>1</sub> or L <sub>2</sub> for the work herewith put to tender.
4.	Survey Instrument (Dumpy Level/ Auto Level/ Theodolite/ Total Station)	1 No.	Owned and with valid calibration and required precision/ accuracy.	Proof to be submitted in shape of purchased invoice/ bill or hire/lease agreement with the owner and uploaded with the bid. It will be verified with its original document in case the bidder is found L <sub>1</sub> or L <sub>2</sub> for the work herewith put to tender.
5.	Dewatering Pump set of 1 HP Capacity (at least 1 No.) and 3 HP capacity (1 No. or more) with appropriate suction & delivery pipes of minimum 50m length for each category of pump.	1 No.	Owned/ Hired (not more than three years old & fully functional with good electro-mechanical condition)	Proof to be submitted in shape of purchased invoice/ bill or hire/lease agreement with the owner and uploaded with the bid. It will be verified with its original document in case the bidder is found L <sub>1</sub> or L <sub>2</sub> for the work herewith put to tender.
6.	Steel / Plywood shuttering plates with steel/ wood stiffeners & supporting struts	For shuttering of at least 25 m long Drain (4 sides shuttering) and 50m long CC Road/ Pavement (2 sides shuttering) at any given time during execution of the work, herewith put to tender.	Owned/ Hired and in good condition for use at the work site.	This requirement will be verified at the field/ work site after award of the work to the successful bidder. If the successful bidder failed to deploy/ use these tools and plants in good condition resulting in delay of completion of the work or improper alignment of concrete works, it will be treated as a breach of contract and under such circumstance(s), the contractor will be liable for financial punishment as deemed appropriate by the authority.
7.	Vibratory Tandem Roller Compactor of about 9 Ton Weight	1 No.	Owned/ Hired	Proof to be submitted in shape of purchased invoice/ bill or hire/lease agreement with the owner and uploaded with the bid. It will be verified with its original document in case the bidder is found L <sub>1</sub> or L <sub>2</sub> for the work herewith put to tender.



**SCHEDULE - E**  
**SELF-DECLARATION/ SELF-AFFIDAVIT BY THE BIDDER**

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 as per the DTCN 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 a responsible contractor and complete the work within the prescribed time limit In case there are deviation from the construction program, I/We shall abide by the decision of authority for revision of the program 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 structural stability, to reconstruct / replace the whole or part of the work in the event of failure or improper functioning/improper construction within a period as decided by the authority without asking for extra payment on any account from the authority.
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 execution of the work and for any correspondence(s) in this regard from my/ our side, the authority will be at liberty to respond or not/ accept/reject/ modify our claims within such time as the authority may deem fit
6. In case of violation/ tamper of contents of **the DTCN** floated by the authority in shape of insertion of extraneous conditions or in any other manner, my / our bid shall be rejected by the authority without assuming any liability for the same.
7. I/We hereby declare that I/we/ my or our company or firm or organization have not been declared insolvent nor have applied for declaration nor is/ are undergoing Corporate Debt Restructuring (CDR)/ Strategic Debt Restructuring (SDR) nor facing recovery proceeding from Financial Institution(s) nor declared nor under consideration as such by any Board for Industrial & Financial Reconstruction (BIFR).

**SIGNATURE OF THE BIDDER**

**Date:**



**SCHEDULE - F**  
**Form for Bid-Security Declaration**

To

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[Name and address of the Tender Inviting Authority]

I/We, the undersigned declare that:

1. I/We understand that, according to the DTCN my/our bid must be supported by a Bid-Security Declaration.
2. I/We accept that the Tender Inviting Authority shall cancel our empanelment and / or suspend/ prohibit/ debar/ blacklist from participating in bidding in any contract of the State of Odisha for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions because;I/We
  - (a) have withdrawn my/our bid prior to the expiry date of bid validity period specified in the DTCN or any extended date provided by me/us; or
  - (b) having been notified in the LoA about the acceptance of my/our bid by the tender inviting authority prior to the expiry date of bid validity period or any extended date provided to me/us by the tender inviting authority,
    - i. failor refuse to furnish the Performance Security and Additional Performance Security, if required, in accordance with the DTCN or
    - ii. fail to agree to the decisions of the contract negotiation meeting or
    - iii. fail or refuse to execute the Contract.
3. I/We understand that this Bid-Security Declaration shall expire if, I/we am/are not declared as the successful bidder orafter the expiry date of bid validity period.

Name of the Bidder: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder: \_\_\_\_\_

Designation of the authorised person signing the Bid (In case of Firm/Company/ Organisation): \_\_\_\_\_

Signature of bidder/authorized person: \_\_\_\_\_

Signed on Dt.: \_\_\_\_\_

**SCHEDULE – G**

**FORM OF BANK GUARANTEE  
[For Additional Performance Security/ Initial Security deposit]**

To  
The \_\_\_\_\_  
\_\_\_\_\_.

WHEREAS:

(A) \_\_\_\_\_ [name and address of contractor] (hereinafter called the "**Contractor**") shall execute an agreement (hereinafter called the "Agreement") with the [.....] (hereinafter called the "**Authority**") for the work .....

subject to and in accordance with the provisions of the Agreement to be drawn.

(B) The Agreement requires the Contractor to furnish Addl. Performance Security (APS)/ Initial Security Deposit (ISD) (strike out which is not applicable) for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period & Defects Liability Period} (as defined in the Agreement) for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (the "**Guarantee Amount**").

(C) We, \_\_\_\_\_ through our branch at \_\_\_\_\_ (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Additional Performance Security (APS)/ Initial Security Deposit (ISD) (strike out which is not applicable).

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period & Defects Liability Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the **Authority stating that** the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether

the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be relieved from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited beyond the said period and the Bank shall be relieved from its liabilities hereunder.
8. [The Guarantee shall cease to be in force and effect from Date.....Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.](#)

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post/ e-mail addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post, it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED for and on behalf of the Bank by:

Signature of the Authorised Official:

Name:

Designation & Code No. of the Authorised Signatory:

Bank Name & IFSC:

Address of the Issuing Branch for Correspondence on the BG:

Contact No. & E-Mail ID for Correspondence on this BG:

NOTES:

- (i) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.
- (ii) The stamp papers of appropriate value shall be in the name of bank which issued the "Bank Guarantee".
- (iii) [The bank guarantee shall be from a Nationalised/ Schedule Bank in Odisha.](#)

**SCHEDULE-H**  
**LABORATORIES FOR QUALITY TESTING OF WORKS UNDER SURE**

Sl.	Name of the ULB	Name & Location of the Laboratory		Contact Details of the Laboratory
1.	Jajpur Municipality	1	Suvadra Consultants, H.Q-PP-97, Tankapani Road, In front of Radhika Tower, Bhubaneswar, Odisha-751018	9861024020 0674 - 2432090
2.	Cuttack Municipal Corporation	2	Research, Development & Quality Promotion (R&B), Bhubaneswar	Deputy Director
3	Bhubaneswar Municipal Corporation	3	IDAX Consultancy, Mancheswar Industrial Estate, Bhubaneswar	9937061009
4	Jatni Municipality	4	(R&B) Quality Control Division, OMP Square, Cuttack	
		5	SM Consultancy, Mancheswar, Bhubaneswar	
		6	CET, Bhubaneswar, Ghatikia	
		7	Centurion University, Sandhapur, Jatni	
		8	M/s Orbital Infrastructure Consultancy & Research Private Limited, Mahanadi Vihar, Cuttack	
5	Sunabeda Municipality	1	Research Officer, Zonal Laboratory, Sunabeda, Under R.W. Deptt	7978714961
		2	Research Officer, Zonal Laboratory (R&B), Sunabeda	9437511787
		3	Build Lab, Near Bijipur Tank, Berhampur	<a href="mailto:build.laboi@gmail.com">build.laboi@gmail.com</a>
6	Berhampur Municipal Corporation	1	Build Lab, Near Bijipur Tank, Berhampur	<a href="mailto:build.laboi@gmail.com">build.laboi@gmail.com</a>
7	Hinjilicut Municipality	2	Soil & Concrete Testing Laboratory, Ambapua Main Road, BAM	9437984957
8	Dhenkanal Municipality	1	(R&B) Quality Control Division, OMP Square, Cuttack	
		2	M/s Orbital Infrastructure Consultancy & Research Private Limited, Mahanadi Vihar, Cuttack	
		3	Zonal Laboratory (R&B), Dhenkanal (Backside of Collectorate)	Manoj Kumar Behera (SDO) 9439298367
		4	Central Laboratory, Quality Control Division, Rengali Colony, Mahisapat, Dhenkanal	06762-221291
9	Baripada Municipality	1	Divine College of Engineering and Technology	9437218241
		2	Quality Control Sub-Division (R&B), Baripada	
		3	Alfa Construction, Baripada	
10	Rourkela Municipal Corporation	1	National Institute of Technology (NIT), Rourkela	
		2	M/s P.P. Foundation, Dhableswar Colony, Balughat, Rourkela	
		3	Scientific Officer, Govt. Testing Laboratory, Near FCI, Jail Road, Rourkela	

## **SCHEDULE-I**

### **LIST OF TESTS TO BE CONDUCTED DURING CONSTRUCTION OF SURE PROJECTS IN ODISHA**

1. For paver blocks/ kerb stones or blocks, the quality certificates should be provided by the manufacturer for each consignment.
  2. For concrete roads the following tests are to be done.
    - a. Slump cone test of concrete mix for each batch.
    - b. Compressive strength test (7 days & 28 days) using concrete cubes to be collected at site during construction of the road/ drain.
    - c. Core cutting test for thickness measurement of the road and for equivalent compressive strength.
    - d. For PCC (1:3:6 or 1:4:8), sieve analysis of coarse aggregates.
    - e. For Ready Mix Concrete, test certificate featuring the mix proportions, type and make of cement used, plasticizer/ admixture details (if added) and Grade of Concrete supplied for each project.
  3. For asphalt roads the following tests are to be done.
    - a. Quality and Grade of Bitumen used at Hot Mix Plant – Certificate to be provided by the Hot Mix Plant Entity.
    - b. Bitumen content test in the mix.
    - c. Temperature test of bitumen mixed aggregate before laying.
    - d. Core test after laying and compaction for density and thickness of the asphalt road constructed.
  4. For Sub-base the following tests are to be done.
    - a. Compaction or density test
    - b. Sieve analysis of coarse aggregate
    - c. CBR or Los Angeles Abrasion Test
- N.B:**
1. The date, time and location of sample collection, preservation and laboratory for testing of the samples shall be as per direction of the Engineer-in-Charge and/or State Team for SURE.
  2. Frequency of sampling and testing shall also be as per direction of Engineer-in-Charge and/or State Team for SURE.
  3. Type and no. of test(s) to be conducted from the aforesaid list shall be decided by the Engineer-in-Charge and/or State Team for SURE.

**SCHEDULE - J**  
**FORMAT FOR LETTER OF ACCEPTANCE OF TENDER (LoA)**

**Name of the Organization/ Office**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Letter of Acceptance (LoA) of the tender for the work,  
"....."

Ref: This office Bid Reference or NIT No.....Dt.....

Dear Sir/ Madam,

With reference to the above, the undersigned is pleased to inform that your tender for the work,".....", amounting to **Rs.....** (Rupees.....) only (excluding GST) which is **.....% less/excess** than or over the estimated cost of **Rs.....** put to tender, has been accepted by this office. GST shall be paid and deducted at source of payment as per Govt. of Odisha rules prevailing from time to time for work contracts till financial closure of your contract for the aforesaid work. It is requested to submit a work program for execution and completion of the work starting from the expected date of drawl of agreement.

You are also requested to deposit Performance Security amounting to **Rs.....** or more @ **2%/1%** of the accepted bid value and Addl. Performance Security (APS) amounting to **Rs.....** or more. The Performance Security amount should be in shape of NSC/ Term Deposit/ Fixed Deposit/ Post Office Time Deposit/ KVP, duly pledged in favour of the ..... The APS should be in shape of TDR of any nationalized/ schedule bank of India and pledged in favour of the ..... You can also submit Performance Security and APS in shape of separate Bank Guarantees in favour of ..... The Bank Guarantees should have been issued from/through or counterguaranteed by any Nationalized/Schedule Bank located at ..... The Bank Guarantee for APS should remain valid till Dt.....(one month after expiry of the duration for completion of the work) and the Bank Guarantee for performance security should remain valid till Dt.....(one month after expiry of defect liability period of one year from the scheduled date of completion of the work). Along with this Performance Security and APS you are requested to contact the ..... for drawl of agreement.

It is requested to comply with this instruction within **7 days** from the date of issue of this letter. Failure to submit the APS, Performance Security and sign the agreement within the prescribed time period will lead to cancellation of this LoA followed by other actions as deemed appropriate against you.

Receipt of this letter may kindly be acknowledged.

Yours faithfully,

Signature of the Authority

Date.

Memo No.\_\_\_\_\_/

Copy submitted to the State Nodal Officer for SURE (Technical) for kind information and necessary action.

Signature of the Authority

- Note:
- (1) Strikeout the 'word' or 'sentence' which is not applicable such as; Sir, Madam, ISD, APS, 2% or 1% of ISD, less, excess, than, over, etc., in the above LoA.
  - (2) Copy of this, LoA may be sent to other officials/ entities as per the prevailing practice of the corresponding ULB.
  - (3) The LoA should be sent by the authority to the successful bidder through the e-mail ID and intimated over the telephone number of the successful bidder as declared by him/her/them in its bid documents. In addition to this, the LoA may also be sent (optional) through 'Speed Post' in the correspondence address of the successful bidder, as declared by him/her/ them in its bid documents.



## SCHEDULE-K

### AFFIDAVIT(TO BE SWORN IN NON-JUDICIAL STAMP PAPER BEFORE NOTARY/EXECUTIVE MAGISTRATE)

#### (Applicable for All Bidders)

1. I, Sri/Smt/Ms.....,Son/Daughter/Wife of ....., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"....."**(strike out whichever is not applicable)** that, I/we am/are validly registered as .....Class Contractor under Govt. of Odisha.
2. It is hereby declared that I/we are not currently deprived from tendering in any Govt. Organisation of Odisha/India 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 the authority inviting tender for this work, 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 the authority inviting tender for this work to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders under Govt. of Odisha/India and I /we have no objection, if such documents either in whole or part are perused, referred and considered.
4. I/We undertake to submit further information/ documents as may be requested for/required by the authority inviting tender for this work in connection with this tender within the stipulated period to be intimated by the authority inviting tender for this work either through letter or through my/our e-mail ID or 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 the authority inviting tender for this work 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 the authority inviting tender for this work.
5. My/our present address for correspondence is .....and my/our Telephone Contact number is.....and e-mail ID for correspondence is.....I/We shall promptly and voluntarily intimate the Tender Inviting Authority 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 the authority inviting tender for this work 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 the authority inviting tender for this work vide Bid Reference EO/JMC/065/2021-22/Dt30.10.2021are true and correct.

(\*) - Strike out which is not applicable. Original of this affidavit is to be submitted as and when asked for by the tender inviting authority.

(Deponent)

## **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)** and in **JMC website [www.JMC.gov.in](http://www.JMC.gov.in) (for view and download only)**. As stated above, it is a two bid (Part-I: General and Technical Bid, Part-II: Financial Bid) e-procurement proposal of JMC. 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), EPF Registration, GST CC **vide Sl. 1 of Section-III of DTCN Part-I** , PAN CARD, . As per the corresponding guidelines of Govt. of Odisha, each on-line bid must be accompanied with legible scanned copies of valid Contractor's Registration Certificate (License) (save as mentioned at # above), EPF Registration, **GSTIN (vide Sl. 13 below)**, PAN CARD, Earnest Money Deposit (EMD)/ Bid Security **(save as described at \* above)**, **(APS vide Sl. 10 below)** and Cost of Tender Documents (non refundable) as specified in the above Table Col.4 & 5. **All bidders are to furnish EMD/Bid security declaration & costs of bid in online mode (Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder). There will be no exemption to any bidder. If the EMD is furnished by any other mode other than the prescribed mode the tender of such party is liable to be rejected.** The software application has the provision for payment of cost of tender document and EMD through payment gateways of authorized bankers by directly debiting the account of the bidders.
2. 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 and List of Tools and Plants in the prescribed formats as enclosed to the DTCN at annexure-I to III. Without these documents the bid(s) will be liable for rejection.
3. 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-IV to VIII. Original Bid Security/EMD (save as mentioned at \* above for exemption), Cost of Bid Documents in the shape and manner prescribed at Sl. No.2 above. 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. The authority shall also not be held responsible for any damage caused to the documents during transit & handling. 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.
4. 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 JMC.

5. 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.
6. Additional Performance Security (APS) should be submitted by the successful bidder if his/her bid amount is less than the estimated cost subject to a limit of (-) 14.99% within such stipulated time as may be provided for in the tender process or else the bid of the successful bidder would be cancelled and the earnest money deposited would be forfeited, if permissible in law and further proceeding for blacklisting would be initiated as per law. The Additional Performance Security (APS) amounting to the difference between the estimated cost and the cost of bid (if lower than the estimated cost) should be submitted by the successful bidder in shape of Demand Draft/Term Deposit Receipt/NSC pledged in favour of the Commissioner, JMC.
7. Within 30 days after opening of the Financial Bids (DTCN Part-II), the EMD(s) of the unsuccessful bidder(s) except the 2<sup>nd</sup> lowest bidder (L<sub>2</sub>) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgement(s). The EMD of L<sub>2</sub> bidder can be refunded in the shape & manner to be decided by JMC after finalisation of the tender for the work.
8. 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.
9. 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 JMC 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 JMC regarding such overriding effect, decisions of JMC 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 JMC.
10. 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 JMC), shall be outrightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from JMC, shall be treated as violation(s) of the terms and conditions of this DTCN/agreement and hence, action as deemed fit by JMC shall be taken against such bidder(s) or contractor. Under such circumstance(s), JMC 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 JMC.

11. 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.

12. The bidders must submit correct phone number, address & email ID for communication. In case of faulty phone number & email ID JMC shall not be responsible for any miscommunication.

13. Other details can be seen in the DTCN.

#### **14. TENDER OPENING AND EVALUATION**

##### **14.1 . Tender Opening:**

14.2 The **Executive Officer, Jatni** will open the tenders

Electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.

14.3 **(i) A tender shall be rejected** if;

a) Price Bid is not enclosed.

b) Cost of tender document has not remitted online on submission of bid.

c) EMD as per Clause 2(B)23.1 has not remitted online on submission of bid.

(ii) In case if the bidder has not submitted following document with the bid due to any reason, clarification may be sought and queries may be issued to the bidders for submission of the same with a stipulated period, failing which their offer shall be liable for rejection.

d) Proof of eligibility and qualifications is not enclosed.

e) There are any criminal cases pending.

f) PAN is not enclosed.

g) Affidavit is not enclosed.

h) Power of Attorney is not enclosed.

i) Record of litigation and arbitration is not enclosed.

j) Other documents as required not enclosed.

k) **GST Registration Certificate & GSTIN.**

**16. As per works department Resolution No.16262 dtd.30.10.2018**

**Grant of Concession(s) to Scheduled Caste and Scheduled Tribe contractors.**

On the Case of Scheduled Cast and scheduled tribe applicants desirous of enrolling themselves as contractor are required to deposit 50% of the amount specified for various classes of contractors under Rule-7 of appendix-VIII of OPWD Code Volume-II.

The Security Deposit (Earnest Money' Initial security and Performance Security) at half the usual rate may be deposited /realized by/ from the Scheduled Caste or Schedule Tribe contractors coming under the categories up to "B" Class only as against the prescribed percentage under Rule-13 of Appendix-VIII (PWD Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II'

*This order shall supersede Works Department Resolution No.27748/W dt.11.10.1977 .*

*This has been concurred in by the Finance Department vide their U.O.R.No.92WF-1 dt .09 .10.2018*

**Executive Officer,  
Jatni Municipality**

## **DTCN PART-I: SECTION-III**

### **GENERAL CONDITIONS OF THE DTCN/CONTRACT**

1. **Goods and Service Tax(GST) Clearance Certificate:** Tenderers are required to submit self attested copies of valid GST Clearance Certificates along with their offers, failing which their offers will not be considered for evaluation. 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 JMC.
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 JMC that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then JMC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as JMC 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 JMC 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 L<sub>1</sub> bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding at least for three years in JMC and action will be taken to blacklist the contractor. In that case, the L<sub>2</sub> bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L<sub>2</sub> bidder negotiates his/her/their rate and terms and conditions at par with the rate quoted by the L<sub>1</sub> 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 JMC. However, JMC 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 JMC. No claim and/or

condition should either be put forth in any manner by the selected bidder or shall be acceptable to the JMC.

7. **Urgent Work:** If any urgent work in the opinion of JMC 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 JMC for information. In case of failure to notify the change(s) within 15 days, JMC 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 JMC 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, ISD and penalty will be imposed as may be decided by JMC.
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, & JMC 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 JMC from each running account bill of the contractor.
  - ii. Notwithstanding anything contained in this DTCN, 5% of each bill amount found payable to the contractor, as decided and corrected by JMC, shall be withheld by JMC from each bill towards performance security. The EMD and ISD (as applicable) with the withheld performance security amount(s) shall be treated as **Security Deposit (SD)** and retained by JMC till such period for due fulfilment 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 JMC 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; vat, 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 JMC) 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 JMC 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 JMC or of, any other agency/organisation engaged/allowed by JMC, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which JMC 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 JMC in required shape and manner or till, JMC takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till JMC declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by JMC.

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

(ii) JMC 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) JMC 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, JMC 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 can not be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.



ii) **Inspection:** JMC 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.

JMC 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.

- (b) JMC 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.
- (c) 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.
- (d) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (e) Executive Officer, JMC 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.
- (f) Vis-à-vis, **Jatni Municipal Council, Jatni**, 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.

- (g) 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:** JMC are to have round the clock access to the work sites during execution and defect liability period. JMC 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:** JMC 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, JMC pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.

18. **Contractor to Indemnify JMC:** 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 JMC 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. JMC 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 JMC. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of JMC 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.

**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, JMC may grant an exemption form 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, JMC 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, JMC 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 JMC, shall be considered as breach of contract and JMC 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, JMC 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 JMC 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 Executive Officer JMC.
  - 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, JMC 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 JMC including debarring the contractor from participating in JMC 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.

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

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 JMC 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: JMC reserves the right to modify the descriptions, conditions and terminologies of this Memorandum found inconsistent with the administrative and procedural hierarchy of JMC and with the sprit/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.**

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “<https://tendersodisha.gov.in>”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from 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.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration 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.



7. 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.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. 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 Executive Officer 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):**

- 13.1 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.
- 13.2 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:-
- 13.3 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 ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:**

- 14.1 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.
- 14.2 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:**

- 15.1 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

15.2 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.

15.3 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/Package:

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/Package:

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:

16.1 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 Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Clearance. 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 authorised signatory through Memorandum of Understanding duly registered and enrol 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 authorised 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.

16.2 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.

16.3 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.

16.4 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.

## 16.5 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.

#### 16.6 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:**

- 17.1 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, VAT, 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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 can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
  - 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.

17.6 **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:**

18.1 All bid uploaded by the Bidder to the portal will be encrypted.

18.2 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:**

19.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

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

19.3 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.

19.4 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.

19.5 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:**

20.1 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.

20.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

- 20.3 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.
- 20.4 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.
- 20.5 Combined bid security for more than one work is not acceptable.
- 20.6 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.
- 20.7 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 :**

- 21.1 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”.
- 21.2 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.
- 21.3 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.
- 21.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 21.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 21.6 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 authorised 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:**

22.1 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:**

23.1 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.

23.2 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.

23.3 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:**

24.1 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.

24.2 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.

24.3 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:**

##### 25.1 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
Executive Officer (EO)	- Member
Concerned Chief Engineer	- Member
Sr. Manager (Finance), SPC	- Member
Officer Inviting Tender	-Member
Chief Manager (Technical), SPC-	Convener

25.2 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.

25.3 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.

25.4 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.

25.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2<sup>nd</sup> 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.**

**DTCN PART-I: SECTION-V**

**SCOPE OF THE WORK**

**AS PER BILL OF QUANTITIES.**

**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 JMC & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by JMC 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 JMC 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, JMC 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 JMC 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 JMC. **The employer (JMC) 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 Office/Administrator, JMC regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Executive Office/Administrator, JMC 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. JMC 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 JMC and in no case, shall invalidate the

contract except the corresponding financial involvement admissible by/acceptable to JMC.

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 & JMC. 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, JMC.
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 JMC.
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 JMC @5% of each Running Account Bill.  
(b) This MSD shall be retained as an indicative safeguard towards the interest of JMC to ensure that the required maintenance works of the parks in respect of plantation & arboriculture, landscaping, 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 JMC 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, JMC 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 JMC tenders, blocking of DSC of the contractor, etc.  
(c) However, notwithstanding 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 JMC, the MSD shall be released by JMC 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 JMC 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, ISD & Security Deposit(s) (SD) retained by JMC 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 JMC on the EMD furnished by any bidder, on the EMD and ISD of the contractor and on the amount(s) to be retained/withheld/deducted by JMC 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 JMC.**

**DTCN PART-I: SECTION-VII**

**[A] MEMORANDUM  
(To be filled in during signing of Agreement)**

Sl. No.	Name of the Work	:	
1.	Estimated Cost	:	<b>Rs.</b>
2.	Name and Address of the Contractor/Selected Bidder	:	
3.	Accepted Tender Value/ Agreement Value	:	<b>Rs.....</b>
4.	Earnest Money Deposit (EMD) vide * of DTCN Section-II	:	<b>Rs. ....</b>
5.	Initial Security Deposit (ISD) vide * of DTCN Section-II	:	<b>Rs. ....</b>
6.	APS Deposit vide Sl. 9 of DTCN Section-II	:	
7.	Percentage to be Deducted & Withheld as Security Deposit from each Payment In-Voice after Correction, if any, by JMC	:	<b>@ 5 (five)%</b>
8.	Additional Percentage to be Deducted & Withheld from each Payment In-Voice after Correction, if any, by JMC 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	:	<b>@ 5 (five)%</b>
9.	Time Allotted for Completion of the Work (from the date of written order to commence)	:	<b>(       ) Months</b>
10.	Date of Written Order to Commence/Stipulated Date of Commencement	:	
11.	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 Jatni Municipal Council (JMC), hereinafter called "the employer" and, ..... (name and address of the selected bidder, hereinafter called "the contractor").

Whereas, the employer is desirous that the contractor shall execute;

".....)" **JMC vide Bid Reference No. JMC-Div-1/-----/2021-22 Dt.-----** (hereinafter called "the work"), and the employer has accepted the bid of the contractor for execution and completion of such works and rectification of defects, if any, at an accepted tender/ contract price of Rs.....(Rupees.....) only.

Now, therefore, it is hereby agreed upon by JMC 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 payments to be made by the employer, the contractor hereby covenants with the employer to execute and complete the work and rectify the defects therein, if any, in conformity with the provisions of this contract.
3. The employer hereby covenants to pay the contractor in consideration of the 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, read and construed in conjunction with other portions/clauses/conditions of this contract and DTCN.
  - 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 JMC and subsequent instructions of JMC to the selected bidder subject to confirmation of the same, if required, by JMC through written notice(s) to the selected bidder.

- v) Contract/Agreement form at Schedule-‘A’ of this Section for Items, Quantities, Rates and Amounts of the work to be duly signed by and the contractor.
- vi) Copy of agreement(s) drawn by the contractor with Electrical Contractor(s) vide scope of work in Section-V of DTCN Part-I for Electrical Works.
- vii) Instruction/intimation of JMC 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 Part-II (Financial Bid) and also for curtailment/exclusion of any item(s) of the Financial Bid from execution.
- viii) Drawing, design, work programme or part thereof submitted by the contractor and duly approved by JMC with or without modification.
- ix) Letter/intimation/instruction (including physically and over telephone) of JMC 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 JMC. JMC 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.

Binding signature of employer signed by.....  
 (for and on behalf of Bhubaneswar Municipal Corporation-employer)

Binding 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)

Signature of Employer  
 (Authorised Signatory with Seal)



**JATNI MUNICIPAL COUNCIL, JATNI**

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

<b>Sl. No</b>	<b>Description of the Items</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>

**Note:**

a. 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 JMC. Decision of JMC regarding progress achieved and quality of the work done by the contractor shall be final.

b. The executed quantity of various items of the work shall be measured by JMC in appropriate/applicable manner and at different stages. But stage/sequence of payment(s) shall be the prerogative of JMC. Running account bill(s) shall not be preferred ordinarily. However, under exceptional circumstances or upon achievement of desired work progress by the contractor, JMC may consider running account bill payment on written 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, MSD, etc.

c. JMC may put an end to this agreement at any time in case of bad/defective 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.

Signature of the Contractor  
(Authorised Signatory with Seal)

Signature of Employer  
(Authorised Signatory with Seal)

## **ANNEXURE-I**

### **CERTIFICATE OF NO RELATIONSHIP**

**(As per Section-I, Sl. 2 to 4 of DTCN Part-I)**

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

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. 2 to 4 of DTCN Part-I)**

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.
8. In the event of award of the work to me/us, I/We under 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.
9. 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 (Bhubaneswar Municipal Corporation).
10. 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 SC/ST Bidders)**

**(As per Section-I, Sl. 2 to 4 of DTCN Part-I)**

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

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

**(Deponent)**



**AFFIDAVIT****(Applicable for the Bidders not Registered under EPF)****(As per Section-I, Sl. 2 to 4 of DTCN Part-I)**

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

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

That the facts stated above are true to the best of my/our knowledge.

(\*) - Strike out which is not applicable

**(Deponent)**

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

**AFFIDAVIT**

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

**(As per Section-I, Sl. 2 to 4 of DTCN Part-I)**

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

**THE END**  
**TOTAL NO OF PAGES-75**