



# **BHUBANESWAR MUNICIPAL CORPORATION**

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

**FOR**

**Construction of Box Cell Storm Water Drain from RD  
2248 mtr to RD 3014 mtr of Drain No. 4 of  
Bhubaneswar City out of State Plan.**

**Tender/Bid Reference No. BMC-CE-03/2017-18 Dt.08.11.2017**

**Bid Identification No. 2017\_ORULB\_41801**

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

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

# **BHUBANESWAR MUNICIPAL CORPORATION**

**NOTICE INVITING TENDER No. 25085 /Dt. 08.11.2017**

## **DETAILED NOTICE INVITING TENDER (DNIT) FOR**

**Bid Reference No. BMC-C.E-03/2017-18 Dt.08.11.2017**

### **PART-I: General & Technical Bid**

**"November" – 2017**



No.25085

Dt. 08.11.2017

File No. XXXXX-V-Drainage -202/2017

**NATIONAL COMPETITIVE BIDDING THROUGH E-PROCUREMENT**  
**NOTICE INVITING TENDER (NIT)**

**Reference No. BMC-CE- 03/2017-18 Dt.08.11.2017**

On behalf of the Commissioner, Bhubaneswar Municipal Corporation (BMC), City Engineer ,BMC 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 Proposal and Part-II: Financial Bid/Price/BoQ) from the 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 the Govt. of Odisha (if not registered) in appropriate class in line with the requirement of the DTCN before signing the Agreement.** Agreement is to be drawn up by the BMC with the successful/selected bidder in the prescribed contract form of BMC (attached to the DTCN). Each bid should be submitted online 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 the DTCN ,intending bidders may contact Executive Engineer, Drainage Division Phn. No.9437923427

Sl. No.	Name of the Work	Approx. Estimated Cost In Rs.	E.M.D in Rs. *	Cost of Bid Documents Including GST in Rs.	Period of Completion	Class of Contractor
1	2	3	4	5	6	7
1.	Construction of Box Cell Strom water Drain from RD 2248 mt to RD 3014 mt of Drain No. 4 of Bhubaneswar City out of State Plan	53586037.00	535860.00	11200/-	11 Months	Super and Special class

1. Time Schedule for Bidding

Sl. No.	Description	Critical Dates
(i)	Period of availability of tenders on-line for bidding	From Dt.10.11.2017 (11.00 AM) to Dt.28.11.2017(5.00 PM)
(ii)	Last date & time of seeking clarifications (if any)	Dt. 16.11.2017(5.00 PM)
(iii)	Last date and Time of Online Bidding	Dt.28.11.2017 (5.00 PM)
(iv)	Last date & time of submission of hard copies of the documents through Regd. Post/Speed Post as per Sl. 4 of DTCN	Dt.02.12.2017(5.00 PM)

(v)	Date & time of opening of the Hard Copy Documents received through Regd. Post/Speed Post vide Sl.4 of DTCN and Technical Bids received on-line	Dt.04.12.2017(11.00 AM onwards)
(VI)	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 hard copy documents received through post and after evaluation of Technical Bids received on-line

1. Other Details can be seen in the bidding document DTCN available in the website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) (for view, downloading and bidding) and [www.bmc.gov.in](http://www.bmc.gov.in) (for view and download only).
2. Subsequent corrigendum, if required shall appear in these websites.
3. 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.

**On behalf of Commissioner, BMC**

Sd/-  
**City Engineer**  
**Bhubaneswar Municipal Corporation,**

Memo No.25086/BMC, Dt.08.11.2017/.

Copy to PA to Mayor/PA to Commissioner for kind information of Hon'ble Mayor and Commissioner, BMC.

Sd/-  
**City Engineer**

Memo No.25087/BMC, Dt.08.11.2017/.

Copy forwarded to the Under Secretary to Govt., H&UD Deptt./Water Resources Deptt./Works Deptt./G.A Deptt., Odisha for kind information.

Sd/-  
**City Engineer**

Memo No.25088/BMC, Dt.08.11.2017/.

Copy submitted to the City Engineer/ Executive Engineer, BMC, Division-II /Addl. Commissioners/ Dy. Commissioner (Projects)/CFO/Secretary, Corporation Section, BMC for information.

Sd/-  
**City Engineer**

Memo No.25089/BMC, Dt.08.11.2017/.

Copy to HA-Cum-Acct., BMC, Division-I/Advertisement Section/ Office Notice Board of Bhubaneswar Municipal Corporation for information of all concerned and the intending bidders.

Sd/-  
**City Engineer**

Memo No.25090/BMC, Dt.08.11.2017/.

Copy to M/s Pearl Advertising Agency. Plot No.8-A, Sabarasahi Lane, BJB Nagar BBSR with a request to publish this notice in all editions of local leading Oriya Dailies ("The Sambad & The Dharitri) and one English Daily, "Times Of India" For one day publication on or before Dt10/11/2017 using minimum space & font size of "8" at already approved rate.

Sd/-  
**City Engineer**

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

### **SHORT TITLE & DEFINITIONS**

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



## BHUBANESWAR MUNICIPAL CORPORATION

No. 25085

Dt. 08.11.2017

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

#### NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

##### **Tender/Bid Identification No. 2017\_ORULB\_41801**

On behalf of the Commissioner, Bhubaneswar Municipal Corporation (BMC), City Engineer, BMC 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 Proposal and Part-II: Financial Bid/Price/BoQ) from the 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 the Govt. of Odisha (if not registered) in appropriate class in line with the requirement of the DTCN before signing the Agreement.** Agreement is to be drawn up by the BMC with the successful/selected bidder in the prescribed contract form of BMC (attached to the DTCN). Each bid should be submitted online 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 the DTCN, intending bidders may contact Executive Engineer, Drainage Division Phno. No.9437923427

Sl. No.	Name of the Work	Approx. Estimated Cost In Rs.	E.M.D in Rs. *	Cost of Bid Documents Including GST in Rs.	Period of Completion	Class of Contractor
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1.	Construction of Box Cell Storm water Drain from RD 2248 mt to RD 3014 mt of Drain No. 4 of Bhubaneswar City out of State Plan	53586037.00	535860.00	11200/-	11 Months	Super and Special class

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 BMC.

#### # Eligibility Criteria (Technical and Financial) for the Bidders Intending to Participate

Bidder shall fulfil the following Eligibility Criteria:

##### a. Eligibility Criteria.

To qualify for award of the contract, each bidder in its name should have in the last five years i.e. from 2012-13 to 2016-17:

- i) Achieved in at least one financial year, a minimum annual financial turn over ( in all classes of civil engineering construction works only) of an amount equal to the cost put to tender.
- ii) Satisfactorily completed (not less than 90% of the contract value), as a prime contractor, at least RCC work of aggregate value not less than an amount equal to 70% of the cost put to tender in any 1 (one) financial year during the last 5 (five) years. The value of executed works shall be brought to current price level by enhancing the actual value of work at the rate of 10% for each completed financial year (on Compound Basis).
- iii) Executed in any one year, the following minimum quantities of work:

Reinforced Cement Concrete ( all grades) : 1000cum

To arrive at the value of completed works, Value of multiple contracts executed in a financial year shall be considered. For this purpose, the Completion certificates given by the authorities for any one financial year shall be considered. In case value of works executed in any one financial year is not available in the Certificates, the same shall be calculated on a pro-rata basis, considering that the total completed value and the time schedule in days.

**Documents Required**

Bidder shall submit copy of work order(s) and corresponding Completion Certificate (s) of the works constructed by them for completion from not below the rank of Executive Engineer/Appropriate Authority.

Bidder shall furnish audited annual financial year statements i.e. balance sheets, profit & loss accounts, corresponding schedules & auditor's report as a part of published/audited Annual Report in support of meeting the financial criteria as mentioned above.

**b. Escalation Factor (On Compound basis):**

Following enhancement/compounding factors will be used for the costs of works executed and the financial figures to a common base value.

<u>Year before</u>	<u>Multiplying factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

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



## **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 BMC website [www.bmc.gov.in](http://www.bmc.gov.in) (for view and download only).
2. As stated above, it is a two bid (Part-I: General and Technical Bid, Part-II: Financial Bid) e-procurement proposal of BMC. As per the corresponding guidelines of Govt. of Odisha, each on-line Part-I Bid must be accompanied with legible scanned copies of valid Contractor's Registration Certificate (License) (save as mentioned at # above), EPF Registration, GST CC **vide Sl. 1 of Section-III of DTCN Part-I** , PAN CARD, Earnest Money Deposit (EMD)/Bid Security (**save as described at \* above**), and Cost of Tender Documents (non refundable) as specified in the above Table Col.4 & 5. The EMD should have been pledged/issued (as applicable) in favour of Commissioner, Bhubaneswar Municipal Corporation, Bhubaneswar in shape of Term Deposit Receipt or Fixed Deposit Receipt or Demand Draft or Banker's Cheque of any Nationalised or Schedule Bank(s) or Bank Guarantee from any Schedules Bank, with counter-signature of the Bhubaneswar branch of the issuing Bank or in shape of Small Savings Instrument of Govt. of India or in a combined shape of two or more of the aforesaid financial instruments failing which the bid(s) shall be rejected out rightly. The cost of tender documents should be in shape of Demand Draft and drawn on any Nationalized/Schedule Bank in favour of Commissioner, Bhubaneswar Municipal Corporation, Bhubaneswar without which the bid shall not be considered for evaluation. The Demand Draft to be submitted by each intending bidder towards cost of bid documents should have been issued/drawn on or after the date of issue of this Notice and should essentially remain valid at least for three months from the date of its issue. Similarly, Demand Draft/Banker's Cheque, if submitted by any bidder towards Bid Security (EMD) as described above, should have been issued/drawn on or after the date of issue of this Notice and should essentially remain valid for three months from the date of its issue. In case of interest bearing security(s)/deposit(s), as mentioned above, to be furnished towards EMD, the invested/deposited amount(s) shall only be taken into consideration as the amount of EMD furnished for the work, but not the amount(s) on maturity or the interest(s) likely to be accrued out of the said investment(s)/deposit(s). Accordingly, the intending bidders are urged to furnish the EMD.
3. Each on-line Part-I Bid should also be accompanied with legible scanned copies of documents in support of eligibility criteria of the corresponding bidder mentioned at \*, #, and other pages of this DTCN. In addition to these, each bidder should also submit Declaration Certificate, No Relationship Certificate 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.
4. Regarding submission of original documents as a prime component of Part-I Bid, the following instructions are to be followed. The intending bidders should submit their On-Line Generated Bid-Submission Confirmation Sheet, **Original Affidavit(s) sworn before Notary Public or Executive Magistrate**, as applicable to the corresponding bidder(s) in the manner/formats attached to the DTCN at annexure-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. **As mentioned at Sl.2 above and Sl.9 below, the "EMD, "Cost of Bid Documents" and "APS" (as applicable) should be submitted in three separate closed envelopes superscribed as "EMD" "Cost of Bid Documents" and "APS" (as applicable), and mentioned above in this Sl., should be placed inside the main envelope along with other documents. These documents and the three applicable financial instruments kept inside closed separate envelopes duly superscribed as above, should be placed in a sealed /closed main envelop superscribed with the Bid Identification No. only.** Name of the work should not be mentioned on this envelop failing which the same shall not be opened and return to the bidder with proper acknowledgement. Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/ inconsistent

document(s), the corresponding bid(s) shall be rejected outrightly. No other document(s) should be furnished inside the sealed envelop. The sealed main envelop should be transmitted to the City Engineer, BMC, Goutam Nagar, Vivekananda Marg, Bhubaneswar, Pin-751014 so as to reach him on or before **5.00PM of Dt. 02.12.2017**. The authority will not be held responsible for postal delay, if any, in the delivery of the documents and non-receipt of the same in time. 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.

5. **Time Schedule for Bidding:**

Sl. No.	Description	Critical Dates
(i)	Period of availability of tenders on-line for bidding	From Dt.10.11.2017 (11.00 AM) to Dt.28.11.2017(5.00 PM)
(ii)	Last date & time of seeking clarifications (if any)	Dt. 16.11.2017(5.00 PM)
(iii)	Last date and Time of Online Bidding	Dt.28.11.2017 (5.00 PM)
(iv)	Last date & time of submission of hard copies of the documents through Regd. Post/Speed Post as per Sl. 4 of DTCN	Dt.02.12.2017(5.00 PM)
(v)	Date & time of opening of the Hard Copy Documents received through Regd. Post/Speed Post vide Sl.4 of DTCN and Technical Bids received on-line	Dt.04.12.2017(11.00 AM onwards)
(VI)	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 hard copy documents received through post and after evaluation of Technical Bids received on-line

6. Sealed envelopes containing the documents mentioned at Sl. 4 above and the on-line technical bids received shall be opened at **11.00A.M onwards** on Dt. **04.12.2017** in the office chamber of the City Engineer, BMC. If the same could not be opened on dt. **04.12.2017** for any reason beyond the control of BMC, then the same shall be opened on the next official working/functioning day at 11.00 am onwards.
7. Each received bid, if otherwise not rejected, shall remain valid for a period of **120 days** from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BMC.
8. 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.
9. Additional Performance Security (APS) should be submitted by the successful bidder if his/her/their bid amount is less than the estimated cost subject to a limit of (-) 14.99% i.e. estimated

- cost minus the quoted amount, as **Additional Performance Security (APS)** in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Commissioner, BMC at the time of signing of agreement.
10. 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 BMC after finalisation of the tender for the work.
  11. 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.
  12. 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 BMC 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 BMC regarding such overriding effect, decisions of BMC 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 BMC.
  13. 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 BMC), shall be out rightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from BMC, shall be treated as violation(s) of the terms and conditions of this DTCN/agreement and hence, action as deemed fit by BMC shall be taken against such bidder(s) or contractor. Under such circumstance(s), BMC 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 BMC.
  14. 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.
  15. The bidders must submit correct phone number , address & email ID for communication. In case of faulty phone number & email ID BMC shall not be responsible for any miscommunication.
  16. Other details can be seen in the DTCN.

**By Order of Commissioner, BMC, Bhubaneswar**

Sd/-  
City Engineer  
Bhubaneswar Municipal Corporation

## **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 BMC.
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 BMC that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then BMC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as BMC 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 BMC 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 BMC 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 BMC. However, BMC 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 BMC. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BMC.
7. **Urgent Work:** If any urgent work in the opinion of BMC 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 BMC for information. In case of failure to notify the change(s) within 15 days, BMC 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 BMC 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 BMC.
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, & BMC 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 BMC 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 BMC, shall be withheld by BMC 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 BMC 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 BMC 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 BMC) 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 BMC 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 BMC or of, any other agency/organisation engaged/allowed by BMC, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which BMC 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 BMC in required shape and manner or till, BMC takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till BMC declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by BMC.
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 BMC. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by BMC. 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 BMC.  
  
(ii) BMC 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) BMC 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, BMC 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:** BMC 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.

BMC 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) BMC 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) City Engineer, BMC 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, **Bhubaneswar Municipal Corporation**, 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:** BMC are to have round the clock access to the work sites during execution and defect liability period. BMC 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:** BMC 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, BMC pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.
18. **Contractor to Indemnify BMC:** 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 BMC 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. BMC 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 BMC. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of BMC 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) City Engineer, BMC may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.

20.7 **Fines and Deductions Which May be Made from Wages:**

(1) The wages of a worker shall be paid to him without and deduction of any kind except the following -

(a) Fines

(b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.



- (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - (d) Any other deductions which the Odisha Government may from time to time allow.
- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.
- 20.8 Register of Fines, etc.:**
- (a) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
  - (b) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.
- 20.9 Preservation of Register:** The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (twelve) months** after day of the last entry made in them.
- 20.10 Powers of Labour Welfare Officer(s) to Conduct Investigation or Enquiry:**  
The Labour Welfare Officer(s) or any other person(s) authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.
- 20.11 Report of Labour Welfare Officer(s):** The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to City Engineer, BMC 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 City Engineer, BMC 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 BMC, shall be considered as breach of contract and BMC 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, BMC 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 BMC 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 City Engineer (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 City Engineer, BMC.
  - 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, BMC shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of City Engineer 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 BMC including debarring the contractor from participating in BMC 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 BMC 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:** BMC reserves the right to modify the descriptions, conditions and terminologies of this Memorandum found inconsistent with the administrative and procedural hierarchy of BMC and with the spirit/contents depicted in other parts of this DTCN.

### **Office Memorandum of Works Department, Odisha**

#### **Sub: Codal Provision regarding e-Procurement**

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

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

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

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 City Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
  - 11.1 Application Administrator (NIC & State Procurement Cell)
    - i. Master Management
    - ii. Nodal Officer Creation
    - iii. Report Generation
    - iv. Transfer of Officer’s login ID.
    - v. Blocking & unblocking of officer’s and bidder’s login ID.
  - 11.2 Nodal Officer (At organization level not below the City Engineer or equivalent rank)
    - i. Creation of Users
    - ii. Role Assignment
    - iii. Report Generation
    - iv. Transfer of Officer’s login ID.
    - v. Blocking & unblocking of officer’s Login ID.
  - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
    - i. Publishing of Tender
    - ii. Publishing of Corrigendum / addendum / cancellation of Tender
    - iii. Bid Clarification
    - iv. Uploading of Pre-Bid minutes.
    - v. Report generation.
  - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
    - i. Creation of Tender
    - ii. Creation of Corrigendum / addendum / cancellation of Tender
    - iii. Report generation.
  - 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
    - i. Opening of Bid

11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)

i. Evaluating Bid

11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)

i. To take up auditing

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

12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.

12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha “e” procurement Notice	
1.	<b>Name of the work:</b> Construction of Box Cell Storm water Drain from RD 2248 mt to RD 3014 mt of Drain No. 4 of Bhubaneswar City out of State Plan
2.	Estimated cost:- Rs53583607.00
3.	Period of completion:- Eleven Calendar Months
4.	Date & Time of availability of bid document in the portal <b>From Dt.10/11/2017(11.00 AM) to Dt.28/11/2017(5.00 PM)</b>
5.	Last Date / Time for receipt of bids in the portal <b>Dt.28/11/2017 (5.00 PM)</b>
6.	Name and address of the O.I.T. Commissioner, Bhubaneswar Municipal Corporation
Further details can be seen from the e-procurement portal “ <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> ”	

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

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

13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

**14. CREATION AND PUBLISHING OF BID:**

14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with

14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

14.3 Procurement Officer Administrator creates tender by filling up the following forms:

- i. BASIC DETAILS
- ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

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

(b) For Two Cover/Packet:

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

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.
- vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.

- vii. **BID OPENER SELECTION:** The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. **WORK ITEM DOCUMENTS:** The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. **PUBLISHING OF TENDER:** The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

## 15. **PARTICIPATION IN BID:**

- 15.1 **PORTAL REGISTRATION:** The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GST 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.
- 15.2 **LOGGING TO THE PORTAL:** The Contractor/Bidder is required to type his/her *Login ID* and password. *The system will again ask to* select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.



- 15.3 **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
- 15.4 **CLARIFICATION ON BID:** The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.
- 15.5 **PREPARATION OF BID**
- 15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.
- 15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.
- 15.6 **PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:**
- 15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.
- 15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.
- 15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.
- 15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest

successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

## 16. **SUBMISSION OF BID:**

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

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted 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.
- 16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

**17. SECURITY OF BID SUBMISSION:**

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

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

- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer

Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

**19. OPENING OF THE BID:**

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

**20. EVALUATION OF BIDS :**

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “the documents as available in the portal containing 48 nos. of pages”.
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder’s price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their 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:**

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

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

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

for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

**23. BLOCKING OF PORTAL REGISTRATION:**

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

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

**24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:**

**24.1 UNBLOCKING OF PORTAL REGISTRATION:**

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

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

- 24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer

inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

- 24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.
- 24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
- 24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2<sup>nd</sup> time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advice 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 advice 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.

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

**SCOPE OF THE WORK**

**ENCLOSED AS ATTACHMENT**



## 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 BMC & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by BMC 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 BMC 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, BMC 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 BMC 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 BMC. **The employer (BMC) 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 Commissioner/Mayor, BMC regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Commissioner/Mayor, BMC 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. BMC 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 BMC and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to BMC.
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 & BMC. 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 City Engineer, BMC.

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 BMC.
  
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 BMC @5% of each Running Account Bill.  
(b) This MSD shall be retained as an indicative safeguard towards the interest of BMC 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 BMC 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, BMC 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 BMC 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 BMC, the MSD shall be released by BMC 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 BMC 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 BMC 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 BMC 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 BMC 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 BMC.**

## DTCN PART-I: SECTION-VII

### [A] MEMORANDUM

(To be filled in during signing of Agreement)

Sl. No.	Name of the Work	:	<b>Construction of Box Cell Storm water Drain from RD 2248 mt to RD 3014 mt of Drain No. 4 of Bhubaneswar City out of State Plan</b>
1.	Estimated Cost	:	<b>Rs. 5,35,86, 037.00/-</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.	Percentage to be Deducted & Withheld as Security Deposit from each Payment In-Voice after Correction, if any, by BMC	:	<b>@ 5 (five)%</b>
7.	Additional Percentage to be Deducted & Withheld from each Payment In-Voice after Correction, if any, by BMC 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>
8.	Time Allotted for Completion of the Work (from the date of written order to commence)	:	<b>11(Eleven) Calendar Months</b>
9.	Date of Written Order to Commence/Stipulated Date of Commencement	:	
10.	Stipulated Date of Completion	:	

**Signature of Tenderer / Contractor**

## [B] FORM OF AGREEMENT

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

This contract made on Dt..... between Bhubaneswar Municipal Corporation (BMC), 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;

**“Construction of Box Cell Storm water Drain from RD 2248 mt to RD 3014 mt of Drain No. 4 of Bhubaneswar City out of State Plan”** BMC vide Bid Reference No. BMC-CE-03/2017-18 Dt.08.11.2017 (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 BMC 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 BMC and subsequent instructions of BMC to the selected bidder subject to confirmation of the same, if required, by BMC 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 BMC 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 BMC with or without modification.
- ix) Letter/intimation/instruction (including physically and over telephone) of BMC 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 BMC. BMC 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)



**Schedule-A**  
**BHUBANESWAR MUNICIPAL CORPORATION**

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

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

**Note:**

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 BMC. Decision of BMC 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 BMC in appropriate/applicable manner and at different stages. But stage/sequence of payment(s)

shall be the prerogative of BMC. Running account bill(s) shall not be preferred ordinarily. However, under exceptional circumstances or upon achievement of desired work progress by the contractor, BMC 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. BMC 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)

**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**



**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.
4. 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.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, labourers, taxes, natural calamities, public nuisance, miscreants or from any account in connection with work within execution of the work till the actual completion period and shall not be entertained by the department (Bhubaneswar Municipal Corporation).
6. In case of violation of contents of department's tender documents in shape of extra conditions, or in any form, my / our offer / tender shall be rejected by the department without any intimation to me/us.

(\*) - Strike out which is not applicable

**SIGNATURE OF THE BIDDER**

**LIST OF TOOLS, PLANTS & EQUIPMENTS****(As per Section-I, Sl. 2 to 4 of DTCN Part-I)****Proposed to be deployed by the Bidder for Use in the Work**

Sl. No.	List of plants & equipments	Minimum requirement	Owned by the bidder	To be Leased / Hired by the bidder	Remarks
			Nos. / Qty.	Nos. / Qty.	
1	2	3	4	5	6
1.	Concrete Hopper Mixer (tilting hopper type)	1 No.			
2.	Plate / Skid Vibrator	1 No.			
3.	Concrete Breaker	2 Nos.			
4.	Water Tank	1No.			
5.	Dewatering Pump Set from 3 to 5 HP Capacity	1 No.			
6	Excavator(2cm Bucket)	1 No.			
7	Tractor	1 No			
8	Tipper	1 No			
9	Welding Machine with required equipments	1 No.			
10	Air Compressor	1 No.			

**SIGNATURE OF THE BIDDER**

**AFFIDAVIT**

(Applicable for All Bidders)

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

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 including BMC 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 BMC 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 BMC to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of BMC (if any) and I /we have no objection if such documents either in whole or part are perused, referred and considered.
4. The undersigned undertake to submit further information/ documents as may be requested for/required by BMC in connection with this tender within the stipulated period to be intimated by BMC either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as non-responsive/incomplete and hence BMC 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 BMC.
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 Officer (City Engineer) 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 BMC 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, **“Construction of Box Cell Storm water Drain from RD 2248 mt to RD 3014 mt of Drain No. 4 of Bhubaneswar City out of State Plan”** invited by BMC vide Bid Reference No. BMC-CE-03 /2017-18 Dt.08.11.2017 are true and correct.

(\*) - Strike out which is not applicable

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

**AFFIDAVIT**

(Applicable for SC/ST Bidders)

**(As per Section-I, Sl. 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 City Engineer, BMC to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of City Engineer, BMC 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 City Engineer, BMC to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of City Engineer, BMC 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, BMC authority will be at liberty to deduct **26%** of the labour component amount of the contract & shall retain it as an **additional security with BMC**.
4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by BMC 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 City Engineer) 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 City Engineer, within such time as directed by him failing which action, as decided by BMC, may be taken against me/us and appropriate steps may be taken by BMC 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)**