



KATAKA DEVELOPMENT AUTHORITY

DETAILED TENDER CALL NOTICE (DTCN)

DTCN PART-I: GENERAL & TECHNICAL BID

Tender Reference No:2026_CDACU_138604 Dated : 12/08/2026

KATAKA DEVELOPMENT AUTHORITY
ARUNODAYA BHAWAN, LINK ROAD, KATAKA -12
Email: cda.cuttack@nic.in



KATAKA DEVELOPMENT AUTHORITY

e- Procurement Notice
Email: cda.cuttack@nic.in

Bid Identification No. 2026_CDACU_138604

Dt: 12/08/2026

DETAILED TENDER CALL NOTICE THROUGH e-Procurement

Vice Chairman, Kataka Development Authority, invites **Percentage Rate Bids** in a **Two Bid System** through e-Procurement for the work detailed below from eligible contractors fulfilling the eligibility criteria specified in the Detailed Tender Call Notice (DTCN). The bid shall be submitted online through the e-Procurement portal www.tendersodisha.gov.in.

Tender Details

1. **Name of the Work:** Development of 5 Nos. of Bridges/Culverts along with Approach Roads alongside Petanala.
2. **Estimated Cost:** ₹13,52,54,565.51 (Excluding GST)
3. **Class of Contractor:** "A" or Special Class
4. **Period of Completion:** 18 (Eighteen) Months
5. **Availability of Bid Documents in the Portal:** From 11:00 A.M. on 17.08.2026 to 05:00 P.M. on 10.09.2026
6. **Last Date and Time for Submission of Bids:** 05:00 P.M. on 10.09.2026
7. **Date and Time of Opening of Technical Bids:** 11.09.2026 at 10:30 A.M. onwards
8. **Date of Opening of Financial Bids:** To be intimated subsequently to the technically qualified bidders.

Further details are available on the e-Procurement portal <https://www.tendersodisha.gov.in>. Any addendum, corrigendum, or cancellation relating to the tender will also be published on the above website only.

Sd/-
Vice Chairman
Kataka Development Authority



DTCN PART-I: SECTION-I

Kataka Development Authority

Email: cda.cuttack@nic.in

DETAILED TENDER CALL NOTICE THROUGH e-Procurement **TENDER CALL NOTICE**

No.10230 /CDA/dt.13/08/2026

On behalf of the **Kataka Development Authority (KDA)**, the **Vice Chairman, Kataka Development Authority** invites **Percentage Rate Bids** for the work mentioned in the Detailed Tender Call Notice (DTCN) in **Two Bid System (Part-I: General & Technical Bid and Part-II: Financial Bid/Price Bid/BOQ)** from eligible **“A” or Special Class category contractors** registered with the Government of Odisha and contractors of equivalent grade/class registered with the Central Government/any other State Government/MES/Railways, fulfilling the minimum eligibility criteria and other detailed qualifying requirements specified in the DTCN. The agreement shall be executed by KDA with the successful bidder in the prescribed contract form attached to the DTCN. Each bid shall be submitted online through the website **www.tendersodisha.gov.in** by eligible bidders. The bidders should possess valid Portal Enrolment (Digital Signature Certificate) under the e-Procurement system of the Government of Odisha in the required class/category. Contractors registered outside Odisha may also participate after necessary enrolment in the portal; however, they shall be required to obtain registration with the appropriate registering authority of the Government of Odisha before award of work/signing of the agreement, as per the prevailing rules and regulations. For any clarification regarding this DTCN, intending bidders may contact the **Executive Engineer, Kataka Development Authority** Arunodaya Bhawan, Link Road, Kataka -12.

Sl. No.	Name of the Work	Amount Put to Tender (₹)	EMD (₹)	Cost of Bid Document (₹)	Period of Completion	Eligible Class of Contractor
1	Development of 5 Nos. of Bridges/Culverts along with Approach Roads alongside Petanala	13,52,54,565.51	13,52,546.00	10,000/-	18 Months	“A” or Special Class

Critical Dates:

Sl. No.	Description	Critical Dates
(i)	Period of availability of tender online for bidding	From 11:00 A.M. of 14.08.2026 to 10:00 A.M. of 14.09.2026
(ii)	Last date & time of seeking clarifications (if any)	Dt. 01.09.2026 up to 05:00 P.M.
(iii)	Pre-Bid Meeting	Dt. 02.09.2026 at 11:30 A.M. (Conference Hall of KDA)
(iv)	Last date & time for submission of bids online	Dt. 14.09.2026 up to 10:00 A.M.
(v)	Date & time of opening of Technical Bids received online	Dt. 14.09.2026 (11:30 A.M. onwards)
(vi)	Date & time of opening of Financial Bid (Price Bid/BOQ)	To be intimated later to the bidder(s) found qualified after evaluation of the Technical Bids received online.

1. Other details can be seen in the bidding document/DTCN available in website www.tendersodisha.gov.in (For view, download and bidding).
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.

Sd/-
Vice Chairman
Kataka Development Authority

CHECK LIST TO BE ENSURED BY THE BIDDER

Tender/Bid Reference No. 2026_CDACU_138604

Dt.12.08.2026

Name of the Work: Development of 5 Nos. of Bridges/Culverts along with Approach Roads alongside Petanala

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page
			Yes	No	
1	Cost of Bid Document (Online remittance)	Part-I, Section-IV Clause 15.6			
2	Earnest Money Deposit (EMD)@ 1 % of Estimated Cost (Online remittance)	Part-I, Section-IV Clause 15.6			
3	Copy of valid Registration Certificate	Part-I, Section-II Eligibility criteria for the intending bidders, Clause 3			
4	Copy of valid GST Registration Certificate & GSTIN	Part-I, Section-II Eligibility criteria for the intending bidders, Clause 3			
5	Copy of PAN Card	Part-I, Section-II Eligibility criteria for the intending bidders, Clause 3			
6	No Relationship Certificate (In Non-Judicial Stamp Paper)	Annexure-I			
7	Affidavits:				
a)	Affidavit in Non-Judicial Stamp Paper for SC/ST Bidders	Annexure-II Deleted			
b)	Affidavit in Non-Judicial Stamp Paper for Physical disabilities Bidders	Annexure-III Deleted			
c)	Affidavit in Non-Judicial Stamp Paper for bidders not Registered under EPF	Annexure-IV			
d)	Affidavit in Non-Judicial Stamp Paper for Engineering Contractors avail Exemption of EMD & ISD	Annexure-V - Deleted			
8	Affidavit by the bidder in Non-Judicial Stamp Paper for not being blacklisted by any Govt./ Govt. Undertaking	Annexure-VI			
9	EPF No. & Date (If Registered)	Part-I, Section-II Eligibility criteria for the intending bidders, Clause 3			
10	All Schedules & Annexures	As per the DTCN			
11	Work Experience & Turnover certificates	Schedule-A & Schedule-B			
12	E-Mail ID:				
13	Contact Number:				

SIGNATURE OF THE BIDDER

CONTENTS OF THE DTCN

Sl. No.	DESCRIPTION
A.	DTCN Part-I: (Technical Bid)
1.	Short Notice for Inviting Tender
2.	Section-I: Detailed Tender Call Notice
3.	Section-II: Short Title & Definitions
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 Work and Technical Specification
7.	Section-VI: Special Conditions of Contract
8.	Section-VII: Memorandum & Draft Agreement Form
9.	Annexures-I to VI: Self Declaration Certificates, Affidavits, etc.
B.	DTCN Part-II: Financial Bid

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

1. The words 'KDA' or 'Employer' mentioned in this DTCN shall mean explicitly/implicitly, Kataka Development Authority represented through its Vice Chairman and shall also mean other official(s) concerned of KDA formally or informally declared/advised/instructed by Vice Chairman to act and perform the duties of KDA on behalf of 'Vice Chairman' for any part(s)/portion(s) of the work or for the whole work.
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" and "Works" shall have the same meaning unless otherwise stated in this DTCN and shall include all obligations, rectification of defects, maintenance responsibilities, and other deliverables to be performed by the Contractor during the Defect Liability Period (DLP). The Defect Liability Period shall be 2 (two) years from the date of completion of the work for all components of the project, except for the bridge/culvert structures and other structural components, for which the Defect Liability Period shall be 5 (five) years from the date of completion of the work.
6. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
7. No exemption from payment of Earnest Money Deposit (EMD) shall be permitted for this tender. All bidders, irrespective of their category, registration status, or eligibility for any exemption under the instructions/guidelines of the Government of Odisha, Government of India, OPWD Code, or any other authority, shall be required to submit the prescribed EMD as specified in the DTCN. Bids submitted without the requisite EMD shall be summarily rejected and shall not be considered for evaluation.

ELIGIBILITY CRITERIA FOR THE INTENDING BIDDERS

1. In addition to the eligibility criteria mentioned elsewhere in this DTCN, the following criteria/ conditions should be fulfilled by each intending bidder as well as the successful bidder.
2. The bidders desirous to participate in bidding for any work, put to tender herewith, must possess up to date compatible Digital Signature Certificate and should follow the changes/ modifications/ addendum to this DTCN, if any.
3. The original documents, i.e. Affidavits, Schedules, Undertakings, Declaration Certificates, PAN, GSTIN, EPF, Contractor's Registration Certificate (License) as per the DTCN, copies of which should have been uploaded by the bidder in the e-tender website along with its bid, should be submitted for verification during bid evaluation process, as required by the tender inviting authority and within such time as intimated by the tender inviting authority, either through the bidder's self-declared 'telephone no.' or 'e-mail ID' or 'address for correspondence'. The process of verification and/or submission of original documents shall, preferably, be limited to the L1 & L2 bidders, unless otherwise required for other bidder(s) as decided by the tender inviting authority.
4. The civil contractor in order to take part in the composite tender should enter into an M.O.U. (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid H.T. / L.T. license; for execution of electrical installation and other electrical works and a copy of such M.O.U. should be attached with the tender as per the proforma at Schedule- L which shall form a part of tender.
5. Similar Work Experience
 - a. Each intending bidder shall have successfully completed Bridge Construction Works (excluding Operation & Maintenance works, maintenance contracts, repair works, rehabilitation, renovation, strengthening works, and other maintenance-related works) during the last 5 (five) years ending on the last date of submission of bids.
 - b. The bidder should have successfully completed during the last 5 years:
 - i. Three bridge works each $\geq 40\%$ of project cost, or
 - ii. Two bridge works each $\geq 60\%$ of project cost, or
 - iii. One bridge work $\geq 80\%$ of project cost.
 - c. The works should have been executed for any State Government Department, Central Government Department, Public Sector Undertaking (PSU), Urban Local Body (ULB), Municipal Corporation.
 - d. The bidder shall submit Performance/Completion Certificates for the said works, duly issued by the competent authority not below the rank of Executive Engineer or equivalent officer in the concerned Department/Organization/PSU, certifying satisfactory completion and performance of the works.
 - e. Weightage at the rate of 10% (ten percent) per year shall be given on the value of the completed works to bring them to the current price level.
 - f. Works executed solely for operation and maintenance, repair, rehabilitation, renovation, resurfacing, strengthening, or any other maintenance-related activities shall not be considered for assessment of similar work experience under this criterion.

- g. in the preceding years as mentioned in Clause-6 below. The format prescribed for submission of such certificate (s)/ document (s) is attached as Schedule-'A' to this DTCN. All such certificates in Schedule-'A' obtained from various offices/ authorities should be uploaded by the respective bidder along with its bid for the corresponding work herewith put to tender.

6. Financial Experience of the bidders

- a. Each intending bidder shall have an Average Annual Financial Turnover of not less **than 60% of the amount** put to tender during the last 3 (three) financial years, i.e., FY 2023-24, FY 2024-25 and FY 2025-26, preceding the bid due date. The turnover shall be duly certified by a Chartered Accountant and supported by audited financial statements. In case the audited financial statements for FY 2025-26 are not available, the bidder may submit a provisional financial statement duly certified by a Chartered Accountant. For this tender, the minimum required Average Annual Financial Turnover shall be ₹9.72 Crore, being 60% of the amount put to tender.
- b. This Turnover Certificate should bear the Unique Document Identification Number (UDIN) of the corresponding Chartered Accountant certifying the details with his/her/their name, seal, signature & date. Format prescribed for submission of this certificate is attached at **Schedule-'B'** to this DTCN. This Certificate should feature year-wise total turnover.

7. Weightage/Enhancement Factor

Following enhancement factors will be used to arrive at the cost of works(s) executed as per Clause 04 and Clause 05 above to bring the financial figures to a common platform for evaluation of the bids during the current Financial Year.

Year before	Multiplying factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

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

- 8. Bid Capacity:** The bidder shall have an available Bid Capacity equal to or greater than the amount put to tender.

$$\text{Available Bid Capacity} = (A \times N \times 2) - B$$

Where:

A = Maximum value of civil engineering works executed in any one financial year during the last five

financial years, updated to current price level at the rate of 10% per annum.

N = Number of years prescribed for completion of the work (1.5 years for this work).

B = Value of existing commitments and ongoing works to be completed during the period of completion of the proposed work.

9. Each intending bidder should ensure before bidding that, he/she/they is/are in possession of or under lease/hire agreement for tools, plants, equipment and machineries to be submitted as per **Schedule- 'D'** of this DTCN. However, each intending bidder should note that the list of tools and plants, machineries and equipment mentioned in Schedule-'D' are bare minimum requirement, not an exhaustive list. In case the successful bidder is found unable/unwilling to deploy the required tools and plants, machineries and equipment at any stage of execution of the work, herewith put to tender, then it will be treated as a breach of contract by the successful bidder and in such case(s), the authority will have liberty to take any action as deemed appropriate against the contractor and / or to make up the shortfall at the cost and risk of the successful bidder. The bidders shall be technically disqualified if they secure less than the minimum qualifying mark of 80, as described under Schedule-D of the DTCN.

10. Deployment of Key Technical Personnel

The successful bidder shall deploy and maintain at least three (03) full-time Senior Civil Engineers at the project site throughout the execution period of the work.

Qualification and Experience

- a) Each Senior Civil Engineer shall possess a Degree in Civil Engineering from a recognized University.
- b) Each Senior Civil Engineer shall have a minimum post-qualification experience of 10 (ten) years in the planning, supervision, quality control, monitoring, measurement, and execution of Bridge, Culvert, Flyover, Major Highway Bridge, or similar bridge infrastructure projects.
- c) The engineers shall have demonstrable experience in the execution of bridge works, including foundation works, substructure works, superstructure works, approach roads, quality control, and contract management.
- d) Out of the three Senior Civil Engineers, at least one (01) engineer shall have served as Project Manager/Project In-charge for the execution of a bridge project of similar nature and complexity.

Submission of Documents

The successful bidder shall submit documentary evidence in support of the qualification and experience of the proposed engineers, including:

- Degree Certificates.
- Experience Certificates issued by previous employers/organizations.
- Details of bridge/culvert projects handled by the engineers.
- Aadhaar Card and PAN Card.
- Replacement of Personnel

The deployed engineers shall remain available at site throughout the execution period of the work. In

case any deployed engineer is found unsuitable, becomes unavailable, or is withdrawn from the project, the contractor shall replace such engineer with another engineer possessing equivalent or higher qualification and experience within the period stipulated by KDA.

Cost of Deployment

No separate payment shall be made towards deployment of the above technical personnel, and all related costs shall be deemed to have been included in the contractor's quoted rates.

Exclusivity

The technical personnel deployed for this project shall be exclusively assigned to this work and shall not be counted towards compliance for any other ongoing project without prior approval of the Kataka Development Authority (KDA).

11. The bidders, who have in last three financial years applied for / are undergoing Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR) or facing recovery proceeding from Financial Institutions or those declared as 'Sick' and or under consideration as 'Sick' by the Board for Industrial & Financial Reconstruction (BIFR), are not eligible for bidding. Self-declaration or self-affidavit by the bidder in the format at Schedule-'E' of this DTCN is to be submitted in this regard.
12. **Earnest Money Deposit:** Each intending bidder is required to furnish EMD @ 1% of the **Estimated Cost put to tender** (as mentioned in the DTCN) failing which such bids shall be outrightly rejected.
13. Exemption from payment of Earnest Money Deposit (EMD) shall not be applicable for this tender. Every bidder shall submit the prescribed EMD as specified in the DTCN. Requests for full or partial exemption from EMD shall not be considered by KDA.
14. **Critical Dates:**

Sl. No.	Description	Critical Dates
(i)	Period of availability of tender online for bidding	From 11:00 A.M. of 14.08.2026 to 10:00 A.M. of 14.09.2026
(ii)	Last date & time of seeking clarifications (if any)	Dt. 01.09.2026 up to 05:00 P.M.
(iii)	Pre-Bid Meeting	Dt. 02.09.2026 at 11:30 A.M. (Conference Hall of KDA)
(iv)	Last date & time for submission of bids online	Dt. 14.09.2026 up to 10:00 A.M.
(v)	Date & time of opening of Technical Bids received online	Dt. 14.09.2026 (11:30 A.M. onwards)
(vi)	Date & time of opening of Financial Bid (Price Bid/BOQ)	To be intimated later to the bidder(s) found qualified after evaluation of the Technical Bids received online.

Note: Interested bidders may submit their pre-bid queries in writing to the Engineering Member, Kataka Development Authority, Arunodaya Bhawan, Link Road, Kataka -12, within the stipulated time for seeking clarifications. The Pre-Bid Meeting shall be held in physical mode only at the office of KDA on the date and time specified in the DTCN. Clarifications issued during the pre-bid meeting and any corrigendum/addendum uploaded on www.tendersodisha.gov.in shall form an integral part of the DTCN and shall be binding on all bidders. No separate communication shall be made in this regard.

INFORMATION FOR THE BIDDERS

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

3. Initial Security Deposit/Performance Security (ISD/PS):

After issue of the Letter of Acceptance (LoA), the successful bidder shall furnish Initial Security Deposit (ISD)/Performance Security amounting to 2% (Two Percent) of the accepted contract value, inclusive of the EMD already deposited, within 07 (seven) days from the date of issue of LoA, failing which the award shall be liable for cancellation and further action may be taken as per the provisions of the DTCN.

The Performance Security may be furnished in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-Bank Guarantee) issued by any Scheduled Commercial Bank, or Online Payment, pledged in favour of the Vice Chairman, Kataka Development Authority, Kataka.

The Bank Guarantee, if furnished, shall remain valid up to one month beyond the expiry of the applicable Defect Liability Period.

The Defect Liability Period shall be:

- 2 (Two) years from the date of completion of work for all non-structural components; and
- 5 (Five) years from the date of completion for bridge, culvert, and other structural components.

In the event of extension of time for completion of the work, the successful bidder shall suitably extend the validity of the Performance Security/Bank Guarantee as required by KDA.

4. Additional Performance Security (APS):

4.1 As per Works Department Office Memorandum No. 173 dated 03.01.2026 and clarification issued vide Works Department Office Memorandum No. 632 dated 09.01.2026, Additional Performance Security (APS) shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

- i. **Where the bid price is below 0% but not below 10% of the project cost put to bid:** No additional performance guarantee/security percentage is required.
- ii. **Where the bid price is below 10% but not below 20% of the project cost put to bid:** The

additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

- iii. **Where the bid price is 20% or more below of the project cost put to bid:** The additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- iv. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- v. The additional performance security shall be treated as part of the performance security.
- vi. **Justification for abnormally low bids** shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
- vii. The successful bidder shall deposit the Additional Performance Security (APS), if applicable, within 07 (seven) days from the date of communication by KDA. The APS shall be furnished in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-Bank Guarantee) issued by any Scheduled Commercial Bank, or Online Payment in favour of the Kataka Development Authority, Payable at Kataka.
- viii. The Bank Guarantee, if furnished, shall remain valid up to one month beyond the expiry of the stipulated date of completion of the work and the applicable Defect Liability Period (DLP). The DLP shall be 2 (Two) years for all non-structural components of the work and 5 (Five) years for bridge, culvert, and other structural components. In case of extension of the completion period, the validity of the APS shall also be suitably extended by the contractor as directed by KDA.
- ix. Upon acceptance of the tender of any bidder, the said person/agency will be designated as 'successful bidder'. Then the successful bidder will be intimated through a letter about the fact of acceptance of his/her/their tender termed as, 'Letter of Acceptance (LoA)' with instruction to deposit ISD, APS (if applicable), work program, drawl of agreement, and to fulfil such other requirements as per the DTCN and/or as the authority may inform. The successful bidder will have to comply with the above instructions within the timeline stipulated in the LoA, which under

normal circumstances would be 7 days from the date of issue of LoA. A sample LoA is attached to this DTCN as Schedule-'J'.

5. The successful bidder shall, within 07 (seven) days from the date of issue of Letter of Acceptance (LoA), furnish the Performance Security & Additional Performance Security (if applicable) in the prescribed shape and manner. The successful bidder should also submit a work programme & sign the agreement in prescribed format within this 7 days failing which, the tender inviting authority/ any other appropriate authority shall, without prejudice to any other right or remedy available in law, be at liberty to reject the tender of the successful bidder followed by other action against the successful bidder as deemed fit.
6. For filling-up information in the Schedules, intending bidders may obtain editable soft copy of the Schedules from the tender inviting authority through e-mail.
7. The word/words 'authority' or 'tender inviting authority' or 'competent authority' mentioned in this DTCN shall imply the same meaning and entity and it also include its 'Assignees', 'Engineer-in-Charge' or 'Engineers-in-Charge'.
8. In case of any doubt, ambiguity, discrepancy, or misinterpretation of any provision of this DTCN, the clarification or interpretation issued by Kataka Development Authority (KDA) shall be final and binding on all bidders. KDA reserves the right to seek clarification, legible copies of uploaded documents, or any additional supporting documents from any bidder after opening of the Technical Bid. Failure of the bidder to furnish the required documents within the stipulated time shall render the bid incomplete, non-responsive, and liable for rejection, besides such other action as deemed appropriate by KDA.
9. During tender evaluation stage, if any written complaint is lodged before the authority against any bidder, it is clarified that merit of the complaint shall be based on and limited to the documentary evidence attached by the said complainant with its written allegation. Complaint(s) without appropriate documentary evidence may not bear any merit for consideration, decision, communication and response of the authority. The onus of supplementing the allegation with appropriate documentary evidence during lodging the complaint shall lie on the complainant itself. Such complaints should not be progressive from the same source / person / entity.
10. During execution of the work, the successful bidder shall facilitate collection, handling, transportation and testing of materials/samples through Government or Government-authorized laboratories as directed by KDA. The contractor shall coordinate with the concerned laboratory and initially bear the testing charges. Reimbursement of admissible testing charges shall be made by KDA as per applicable provisions. The list of laboratories and tests, wherever applicable, shall be as specified in the DTCN. If any material or executed work is found to be non-conforming to the prescribed specifications based on test results, the same shall be rejected by KDA. The contractor shall, at his own cost, remove the defective materials, dismantle and reconstruct the defective portion of the work with materials conforming to the specifications. No payment shall be made for rejected materials or defective work, and no claim in this regard shall be entertained by KDA.
11. Upon finalization of the tender for the work herewith put to tender, an agreement will be drawn by the authority with the successful bidder subject to fulfillment of the conditions to be laid down in the LoA of Schedule-J by the successful bidder. Then this DTCN shall automatically form a part of the agreement whether or not, it is attached with the agreement and relevant details mentioned in this

DTCN related to post-finalization of the tender shall be binding on the successful bidder.

- 12.** The scope of work consisting of the items/ quantities mentioned in the BOQ are tentative. During construction of the work, if any additional quantities and/or items are found essential for execution at the site as per direction of authority, then the same shall be undertaken by the contractor without any objection. However, the value of such additional quantity and/or items should be such that the agreement value for the work is not exceeded.
- 13.** The work shall be executed by the contractor following the alignment and position of various heterogenic materials and items as per direction of the authority. Any deviation found by the authority regarding the alignment, positioning, level, etc., of any item/ component/ portion of the work, those portions/ items/quantities will not be considered for measurement and payment.
- 14.** During execution of the work, if any existing utility or service, including but not limited to water supply pipelines, sewerage lines, storm water drains, electrical cables, communication cables, or any other public/private utility, is damaged due to the acts, omissions, negligence, or operations of the contractor, the contractor shall, at his own cost and risk, immediately repair, restore, rectify, or replace the same to the satisfaction of the concerned utility owner and KDA. The restoration shall be carried out using materials and workmanship conforming to the original specifications or as directed by the concerned utility agency and KDA. No separate payment shall be made to the contractor for such restoration, and all costs in this regard shall be deemed to have been included in the contractor's quoted rates. In the event the contractor fails to carry out such restoration within the stipulated time, KDA may undertake the restoration work at the risk and cost of the contractor, and the expenditure incurred shall be recovered from any amount due or becoming due to the contractor.

SCHEDULE – A

WORK EXPERIENCE LIST OF WORKS EXECUTED

(Year wise breakup of value of work to be submitted)

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Stipulated date of commencement/ completion of the work as per Agreement	Actual date of completion of the work	Value of work executed during last seven financial years (Year wise Break up)		Reasons for delay in starting/ completion, if any	Remarks
						Financial year	Value		
1	2	3	4	5	6	7	8	9	10

Note: The above information furnished by the Bidder need to be individually/ collectively certified by the Engineer in Charge/ Employer not below the rank of Executive Engineer or its equivalent from any State Government / central Government / PSUs/ ULBs/ Municipal Corporation.

Signature & Seal of the Engineer in Charge/ Employer

Signature of the Bidder

SCHEDULE – B
FINANCIAL STATEMENT

Audited financial statement for last three financial years is to be attached/ uploaded with the bid in the following format. This statement should be issued by any Regd. Chartered Accountant duly signed with its seal affixed on it by the corresponding Chartered Accountant and should bear the Unique Document Identification Number (UDIN) of the Chartered Accountant. It should also be signed by the bidder and uploaded with the technical bid.

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

Year	Total Turnover in Rs.	Turnover from construction works in Rs.
FY 2023-24		
FY 2024-25		
FY 2025-26		

Signature & Seal of the Chartered Accountant

UDIN of the Chartered Accountant:

Signature of the Bidder

Note:

Supporting Balance Sheets and Profit & Loss Statement duly certified by Chartered Accountant need to be furnished along with the Financial Statement.

SCHEDULE-C

(Deleted)

SCHEDULE – D

LIST OF TOOLS, PLANTS, MACHINERIES AND EQUIPMENT

Proposed to be deployed by the Bidder for use in the work

Sl. No.	List of Tools, Plants & Equipment	Minimum Requirement
1	Hydraulic Excavator (Minimum 0.9 Cum Bucket Capacity)	3 Nos.
2	Tipper/Dump Truck	6 Nos.
3	Concrete Batching Plant (Minimum 30 Cum/Hr Capacity)	1 No.
4	Transit Mixer	3 Nos.
5	Concrete Pump/Boom Placer	1 No.
6	Mobile Crane (20 MT Capacity or higher)	2 Nos.
7	Needle Vibrators	10 Nos.
8	Plate/Skid Vibrators	4 Nos.
9	Total Station	2 Nos.
10	Auto Level	3 Nos.
11	Steel Shuttering, Staging & Formwork Material	Minimum 2,000 Sq.m
12	DG Set (160 Kva)	2 Nos.

Signature of the Bidder Date:

Note: The bidder must attach supporting documents (Purchase Invoice/ Hire/Lease Agreement) towards the ownership/hire/lease of the tools, plants and equipment as tabulated above.

SCHEDULE - E

SELF-DECLARATION/ SELF-AFFIDAVIT BY THE BIDDER (Notarised)

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work as per the DTCN for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specification, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as a responsible contractor and complete the work within the prescribed time limit In case there are deviation from the construction program, I/We shall abide by the decision of authority for revision of the program and arrange for the labours, materials, equipment, etc., accordingly.
4. In the event of award of the work to me/us, I/We undertake the entire responsibility for structural stability, to reconstruct / replace the whole or part of the work in the event of failure or improper functioning/improper construction within a period as decided by the authority without asking for extra payment on any account from the authority.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, labourers, taxes, natural calamities, public nuisance, miscreants or from any account in connection with execution of the work and for any correspondence(s) in this regard from my/ our side, the authority will be at liberty to respond or not/ accept/reject/ modify our claims within such time as the authority may deem fit
6. In case of violation/ tamper of contents of the DTCN floated by the authority in shape of insertion of extraneous conditions or in any other manner, my / our bid shall be rejected by the authority without assuming any liability for the same.
7. I/We hereby declare that neither I/we nor our Company/Firm/Organization is under liquidation, insolvency, bankruptcy, or winding-up proceedings under any applicable law. I/We further declare that our Company/Firm/Organization has not been declared as a Non-Performing Asset (NPA) by any Bank or Financial Institution and is not subject to any proceedings before the National Company Law Tribunal (NCLT), Debt Recovery Tribunal (DRT), or any other competent authority that may adversely affect our ability to execute the work. The information furnished herein is true and correct, and in the event of any information being found false or misleading, KDA shall be at liberty to reject our bid and take action as deemed fit.
8. I/We undertake that all bridge, culvert, and structural works shall be executed strictly in accordance with the approved drawings, specifications, IRC Standards, MoRTH Specifications, relevant IS Codes, and directions issued by KDA from time to time. I/We shall remain fully responsible for the structural stability and performance of the works during the applicable Defect Liability Period.

(Deponent)

SIGNATURE OF THE BIDDER

Date:

SCHEDULE – F

COURT AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals_____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date:

SCHEDULE – G

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

To

The Vice Chairman

Kataka Development Authority

WHEREAS:

- (A) _____ [name and address of contractor] (hereinafter called the "Contractor") shall execute an agreement (hereinafter called the "Agreement") with the (hereinafter called the "Authority") for the work subject to and in accordance with the provisions of the Agreement to be drawn.
- (B) The Agreement requires the Contractor to furnish Addl. Performance Security (APS)/ Initial Security Deposit (ISD) (strike out which is not applicable) for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period & Defects Liability Period} (as defined in the Agreement) for a sum of Rs. _____ (Rupees _____) (the "Guarantee Amount").
- (C) We, through our branch at (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Additional Performance Security (APS)/ Initial Security Deposit (ISD) (strike out which is not applicable).

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period & Defect Liability Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority stating that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against

the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be relieved from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited beyond the said period and the Bank shall be relieved from its liabilities hereunder.
8. The validity of the Guarantee shall extend up to one month beyond the expiry of the applicable Defect Liability Period, including any extension granted under the Contract..
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post/ e-mail addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post, it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive. The Bank Guarantee shall be enforceable and payable at **Kataka, Odisha**.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement

Signed and sealed this _day of _, 20____at _____. SIGNED, SEALED AND DELIVERED for and on behalf of the Bank by:

Signature of the Authorised Official:

Name:

Designation & Code No. of the Authorised Signatory:

Bank Name & IFSC:

Address of the Issuing Branch for Correspondence on the BG:

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

NOTES:

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

SCHEDULE-H

LABORATOIREIS FOR QUALITY TESTING OF WORKS UNDER

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

SCHEDULE-I

LIST OF TESTS TO BE CONDUCTED DURING CONSTRUCTION OF PROJECTS IN ODISHA

1. Cement

- a. Manufacturer's Test Certificate for each consignment.
- b. Initial and Final Setting Time Test.
- c. Compressive Strength Test, wherever directed by the Engineer-in-Charge

2. Aggregates (Fine & Coarse)

- a. Sieve Analysis Test.
- b. Aggregate Impact Value (AIV) Test.
- c. Los Angeles Abrasion Test.
- d. Water Absorption Test.
- e. Flakiness and Elongation Index Test.

3. Reinforcement Steel

- a. Manufacturer's Test Certificate for each consignment.
- b. Tensile Strength Test.
- c. Bend and Re-bend Test.
- d. Verification of Grade and Diameter of Reinforcement.

4. Concrete Works

- a. Slump Test for every batch/load of concrete.
- b. Concrete Cube Compressive Strength Test (7 Days and 28 Days).
- c. Concrete Temperature Test during placing, wherever required.
- d. Cement Content and Water-Cement Ratio Verification.
- e. Core Cutting Test, if directed by the Engineer-in-Charge.
- f. Cover Meter Test for Reinforcement Cover, wherever required.

5. Foundation Works

- a. Verification of Founding Level.
- b. Field Density Test for Backfilling Works.
- c. Plate Load Test, if required.
- d. Pile Integrity Test (PIT), where piles are provided.
- e. Initial Load Test and Routine Load Test for Piles, where applicable.

6. Structural Components

- a. Dimensional Check of Footings, Abutments, Piers, Return Walls, Wing Walls, Deck Slabs and Approach Slabs.
- b. Reinforcement Inspection before concreting.
- c. Shuttering and Formwork Inspection.
- d. Bearing Installation and Alignment Check, wherever applicable.
- e. Expansion Joint Inspection, wherever applicable.

7. Earthwork and Approach Roads

- a. Field Density Test.
- b. Moisture Content Test.
- c. CBR Test.
- d. Gradation Test of Granular Material.
- e. Compaction Test.

NOTE

1. The tests listed above are indicative only. The Contractor shall conduct all tests required under the relevant MoRTH Specifications for Road and Bridge Works, IRC Codes, IS Codes, approved Quality Assurance Plan (QAP), specifications and directions of the Engineer-in-Charge.
2. The frequency of sampling and testing shall be as per the latest provisions of MoRTH, IRC and relevant BIS/IS standards, or as directed by the Engineer-in-Charge.
3. The date, time, place of sampling, preservation, transportation and testing of samples shall be as directed by the Engineer-in-Charge.
4. All tests shall be conducted through Government Laboratories, NABL-accredited Laboratories, or laboratories approved by KDA.
5. If any material, component, or work is found to be non-conforming to the specifications based on test results, the same shall be rejected and shall be removed, rectified, or reconstructed by the contractor at his own cost to the satisfaction of KDA.

SCHEDULE – J

FORMAT FOR LETTER OF ACCEPTANCE OF TENDER (LoA)

Name of the Organization/ Office

To

.....
.....
.....

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

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

Dear Sir/ Madam,

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

You are also requested to deposit Performance Security amounting to **Rs.....** or more @ **2%** of the accepted bid value and Addl. Performance Security (APS) amounting to **Rs.....** or more.

The Performance Security amount should be in shape of NSC/ Term Deposit/ Fixed Deposit/ Post Office Time Deposit/ KVP, duly pledged in favour of the

The APS should be in shape of TDR of any nationalized/ schedule bank of India and pledged in favour of theYou can also submit Performance Security and APS in shape of separate Bank Guarantees in favour of

The Bank Guarantees should have been issued from/through or counter guaranteed by any Nationalized/Schedule Bank located at The Bank Guarantee for APS should remain valid till Dt.....(one month after expiry of the duration for completion of the work) and the Bank Guarantee for performance security should remain valid till Dt.....(one month after expiry of defect liability period of three years from the scheduled date of completion of the work). Along with this Performance Security and APS you are requested to contact the.....for drawl of agreement.

It is requested to comply with this instruction within **7 days** from the date of issue of this letter. Failure to submit the APS, Performance Security and sign the agreement within the prescribed time period will lead to

cancellation of this LoA followed by other actions as deemed appropriate against you.

Receipt of this letter may kindly be acknowledged.

Yours faithfully,
Signature of the Authority

Memo No. / Date.

Copy submitted to Engineer member, KDA for information.

Signature of the Authority

Note:

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

SCHEDULE-K

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

(Applicable for All Bidders)

1. I, Sri/Smt/Ms....., Son/Daughter/Wife of , hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor, "....." (strike out whichever is not applicable) that, I/we am/are validly registered as "A" or Special Class Contractor under Govt. of Odisha.
2. It is hereby declared that I/We are not currently debarred, blacklisted or deprived from participating in any tender by any Government Department, Government Undertaking, PSU, Urban Local Body, Statutory Authority or Government Organisation in Odisha or elsewhere in India.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to the authority inviting tender for this work, as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the work mentioned below. I/We also authorise the authority inviting tender for this work to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders under Govt. of Odisha/India and I/we have no objection, if such documents either in whole or part are perused, referred and considered.
4. I/We undertake to submit further information/ documents as may be requested for/required by the authority inviting tender for this work in connection with this tender within the stipulated period to be intimated by the authority inviting tender for this work either through letter or through my/our e-mail ID or Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as non-responsive/incomplete and hence the authority inviting tender for this work shall be at liberty to take any action as deemed fit against me/us as well as to cancel my/our tender for the work and I/we will have no claim against such decision of the authority inviting tender for this work.
5. My/our present address for correspondence isand my/our Telephone Contact number is.....and e-mail ID for correspondence is.....I/We shall promptly and voluntarily intimate the Tender Inviting Authority about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and the authority inviting tender for this work and subsequent follow-up action(s) and situation which may arise due to such delay/gap.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work, " " invited by the authority
7. inviting tender for this work vide Bid Reference No. _____ dt. _____ are true and correct.
8. I/We hereby declare that neither I/We nor our Firm/Company/Organization is under liquidation, insolvency, bankruptcy, winding-up proceedings, or any proceedings before NCLT or any competent authority that may adversely affect our ability to execute the work. I/We further declare that our accounts have not been classified as NPA by any Bank or Financial Institution.
9. (*) - Strike out which is not applicable. Original of this affidavit is to be submitted as and when asked for by the tender inviting authority

(Deponent) SIGNATURE OF THE BIDDER

Date:

SCHEDULE- L
(Duly Notarized)

First Party I Sri/Smt....., Aged Years, S/O,..... At / P.O. / Dist (here in after called the First Part)

AND

Second Party I Sri/Smt....., Aged Years, S/O....., At/ P.O./ Dist..... (here in after called the Second Part) having H.T. / L.T. license registration No..... valid upto

AND Whereas the First Party of 1st part is the managing partner of

AND Whereas the First Party willing to appoint the Second Party to execute the E.I. portion for the tender work, “.....”

And Whereas the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

1. That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
2. That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Divisional Head.
3. That, the First Party shall receive payment, signing the bill the document for the work concerned.
4. That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.
5. In witness where of both the party have signed in presence of

Signature of Bidder

WITNESS

W1 -

W2 –

INFORMATION FOR THE INTENDING BIDDERS

1. Bid documents consisting of the DTCN are available in the e-Procurement portal <https://www.tendersodisha.gov.in> for viewing, downloading and online submission of bids. The tender shall be processed under a Two Bid System (Part-I: General & Technical Bid and Part-II: Financial Bid/BOQ). Each online Part-I Bid shall be accompanied by scanned copies of valid Contractor Registration Certificate, GSTIN, PAN, EPF Registration and other documents specified in the DTCN. All bidders shall furnish the prescribed EMD and Cost of Bid Document through online mode only as provided in the e-Procurement portal. No exemption from submission of EMD shall be allowed under this tender. Bids not accompanied by the prescribed EMD shall be liable for rejection.
2. Each on-line Part-I Bid should also be accompanied with legible scanned copies of documents as mentioned in the "Checklist to be ensured by the Bidder" in support of eligibility criteria of the corresponding bidder. Without these documents the bid(s) will be liable for rejection.
3. Regarding submission of original documents as a prime component of Part-I Bid, the following instructions are to be followed. The intending bidders shall submit the On-Line Generated Bid Submission Confirmation Sheet and original Affidavits, wherever specified in the DTCN. Original documents shall be produced before the Tender Inviting Authority whenever called for verification.

Requisite supporting document in support of the claimed exemption of EMD (if any) should be submitted along with the corresponding affidavit to become eligible for the aforesaid exemption. The authority shall also not be held responsible for any damage caused to the documents during transit & handling. If found necessary for further verification/reference/record, original(s) of any document(s) should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective bid(s) shall be treated as incomplete/non-responsive and hence shall be rejected.

4. Each received bid, if otherwise not rejected, shall remain valid for a period of **120 days** from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and KDA.
5. ~~If the % rate quoted by any bidder for the work is lower than or equal to 15% less(-), then such bid shall be rejected and the tender shall be finalized based on merits of the remaining bids. But, if more than one bid is quoted at 14.99% (decimals up to two numbers will be taken for all practical purposes) less, the tender shall be finalised through a transparent lottery system where, all such bidders/their authorised representatives may remain present.~~
6. The successful bidder shall furnish Additional Performance Security (APS), if applicable, in accordance with the prevailing Government of Odisha guidelines and tender conditions, within the stipulated period mentioned in the Letter of Acceptance (LoA), failing which the bid award shall be liable for cancellation and the EMD may be forfeited as per rules, in addition to such other action as may be deemed appropriate by KDA.
7. The APS shall be furnished in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (including e-Bank Guarantee) issued by any Scheduled Commercial Bank, or Online Payment, in favour of the Vice Chairman, Kataka Development Authority (KDA), Kataka

and payable at Kataka. The APS shall remain valid for the period prescribed under the contract and the DTCN.

8. Within 30 (thirty) days after finalisation of the tender, the Earnest Money Deposit (EMD) of all unsuccessful bidders shall be released/refunded through the same mode by which it was received, in accordance with the provisions of the e-Procurement system and the prevailing Government guidelines. The EMD of the successful bidder shall be retained and adjusted towards the Initial Security Deposit/Performance Security, as applicable.
9. 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.
10. In case of any inconsistency, ambiguity, or contradiction among the clauses, conditions, instructions, or information contained in this DTCN, the bidders shall seek clarification from KDA before submission of their bids. The clarification issued by KDA shall be final and binding on all bidders. Upon execution of the Agreement, the provisions of the Agreement shall govern the execution of the work. However, where any provision of the Agreement is found to be inconsistent with the applicable provisions of the OPWD Code, Government of Odisha instructions, or statutory provisions in force on the date of invitation of the tender, such provisions of the OPWD Code, Government instructions, or statutory provisions shall prevail. In the event of any dispute regarding interpretation or applicability of the tender or contract provisions, the decision of Kataka Development Authority (KDA) shall be binding, without prejudice to the legal remedies available to the parties under the laws of India. The courts at Kataka shall have jurisdiction over all disputes arising out of or relating to this tender and the resulting contract.
11. Any unilateral, arbitrary, or unreasonable interpretation of any provision of this DTCN by a bidder, and subsequently by the successful bidder of any condition or provision of the Agreement, shall not be binding on Kataka Development Authority and shall be liable to be rejected outright. In case of any doubt or ambiguity, the interpretation and clarification issued by KDA shall be final and binding on the bidder/contractor. Any insistence on an interpretation contrary to the provisions of the DTCN, Agreement, or applicable rules and regulations shall be treated as a violation of the tender/contract conditions and may invite such action as deemed appropriate by KDA. In such circumstances, KDA shall be at liberty to take necessary measures for execution and completion of the work in accordance with the terms of the contract, and no claim arising out of such interpretation by the bidder/contractor shall be entertained. The authority reserves the right to reject any or all the bids without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.
12. The bidders must submit correct phone number, address & email ID for communication. In case of faulty phone number & email ID KDA shall not be responsible for any miscommunication.
13. Other details can be seen in the DTCN.
12. The bidders must submit correct phone number, address & email ID for communication. In case of faulty phone number & email ID KDA shall not be responsible for any miscommunication.

14. TENDER OPENING AND EVALUATION

14.1 Tender Opening:

14.2 The Executive Engineer, KDA, Kataka will open the tenders electronically on the date & time mentioned in the DTCN.

14.3 A tender **shall be outrightly rejected** if the bidder fails to furnish any of the following documents at the time of submission of the respective bid:

- a) Price Bid is not enclosed.
- b) Cost of tender document has not remitted online on submission of bid.
- c) EMD as per the DTCN Clause has not remitted online on submission of bid.
- d) Valid Contractor Registration Certificate as on last date of submission of bid.
- e) There are any criminal cases pending or blacklisted (**Affidavit to be submitted as per Annexure-VI**)
- f) Annual Turnover Certificate
- g) Work Performance Certificate
- h) Power of Attorney is not enclosed. (Other than Proprietor)

14.4 In case a bidder has not submitted any other required document along with the bid for any reason, clarification may be sought and queries may be issued to the bidder for submission of the same within a stipulated time, based on the recommendation of the Technical Evaluation Committee. Failure to comply within the stipulated period shall render the bid liable for rejection.

15. As per works department Resolution No.16262 dtd. 30.10.2018 Grant of Concession(s) to Scheduled Caste and Scheduled Tribe contractors.

The concession provisions contained in Works Department Resolution No. 16262 dated 30.10.2018 shall not be applicable to this tender. All bidders, irrespective of category, shall furnish EMD, Performance Security, APS and other deposits strictly in accordance with the provisions of this DTCN.

Sd/-
Vice Chairman
Kataka Development Authority

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

1. **Goods and Service Tax (GST) Clearance Certificate:** Bidders 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 KDA.
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 KDA that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then KDA may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as KDA 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 KDA with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
5. **Drawl of Agreement:** If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding at least for three years in KDA and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L2 bidder negotiates his/her/their rate and terms and conditions at par with the rate quoted by the L1 bidder, otherwise the tender will be cancelled.
6. **Work Programme:** The selected bidder shall submit construction schedule during signing of the agreement. The same shall be approved with necessary modification, if any, by KDA. However, KDA 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 KDA. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the KDA.
7. **Urgent Work:** If any urgent work in the opinion of KDA 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 KDA for information. In case of failure to notify the change(s) within 15 days, KDA 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 KDA 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 KDA.

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, & KDA 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 KDA from each running account bill of the contractor.

ii. Notwithstanding anything contained in this DTCN, 8% of each bill amount found payable to the contractor, as decided and corrected by KDA, shall be withheld by KDA 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 KDA 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 KDA 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 KDA) 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 KDA 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 KDA or of, any other agency/organisation engaged/allowed by KDA, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which KDA 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 KDA in required shape and manner or till, KDA takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till KDA declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by KDA.

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

ii. KDA 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. KDA 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, KDA 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. The Contractor shall be solely responsible for the safety of all personnel, equipment, structures, adjacent properties, utilities, and the general public throughout the execution of the work. Compliance with all applicable labour laws, safety regulations, IRC Codes, IS Codes, MoRTH

Specifications, and directions of KDA shall be mandatory. Failure to comply with safety requirements may result in suspension of work, recovery of costs, imposition of penalties, or termination of the contract.

- I. **Scaffolding, Staging and Formwork:** Suitable scaffolding, staging, centering, falsework, platforms, and formwork shall be provided, erected, maintained, and dismantled in a safe manner by the Contractor. All such arrangements shall be adequately designed and certified by a qualified Civil/Structural Engineer before use.
- II. **Inspection by KDA:** KDA shall have the right to inspect any scaffolding, staging, formwork, temporary structures, lifting arrangements, safety installations, or construction equipment at any time. Any deficient, unsafe, or defective arrangement shall be rectified immediately at the Contractor's cost. KDA may stop the work in any area considered unsafe.
- III. **Working Platforms and Height Safety:** All working platforms, gangways, walkways, and access arrangements shall be adequately secured and provided with guard rails, toe boards, handrails, safety nets, and fall protection systems. No work at height shall be permitted without appropriate safety measures.
- IV. **Safe Access:** Safe access and movement pathways shall be provided to all work areas, including bridge foundations, piers, abutments, deck works, and approach roads. Proper illumination shall be provided during night operations.
- V. **Electrical Safety:** All electrical installations shall conform to applicable standards. Cables shall be properly insulated and protected. Temporary electrical installations shall be regularly inspected. Adequate earthing and protection devices shall be provided.
- VI. **Traffic and Public Safety:** The Contractor shall provide and maintain barricades, signboards, retro-reflective caution boards, blinkers, diversion arrangements, warning lights, flagmen, cones, and safety signage throughout the contract period.

No activity shall obstruct public movement, emergency access, or traffic flow without prior approval of KDA and the competent authorities.
- VII. **Personal Protective Equipment (PPE):** The Contractor shall mandatorily provide and ensure use of:
 - Safety helmets
 - Reflective jackets
 - Safety shoes
 - Safety harnesses
 - Safety gloves
 - Goggles and face shields
 - Dust masks/respirators
 - Life jackets for work near water bodies

Entry of any worker to the work zone without prescribed PPE shall be prohibited.

- VIII. **Fire and Emergency Preparedness:** Adequate fire extinguishers, sand buckets, first-aid kits, emergency lighting, rescue equipment, stretchers, and emergency contact arrangements shall be maintained at all work locations.
- IX. **Excavation and Bridge Foundation Safety:** Special precautions shall be taken during excavation, foundation works, piling, dewatering operations, and work near Petanala. The Contractor shall prevent collapse of excavations, flooding, slips, or other hazards and shall be fully responsible for any accident or damage arising therefrom.
- X. **Lifting Operations:** All cranes, lifting appliances, chains, slings, hooks, and lifting equipment shall possess valid fitness certificates and shall be operated only by trained and authorized personnel.
- XI. **Accident Reporting:** Any accident, injury, fatality, property damage, utility damage, or environmental incident shall be immediately reported to KDA and the concerned authorities. The Contractor shall bear full responsibility for all consequences arising from such incidents.

- XII. Responsibility of Contractor:** The Contractor shall be solely responsible for the safety of the works, laborers, staff, visitors, utilities, adjoining properties, and members of the public. No extra payment shall be made for compliance with safety requirements, and all costs shall be deemed included in the contract price.

Non-compliance with the above safety requirements shall be treated as a material breach of contract, and KDA reserves the right to stop the work, impose penalties, recover damages, or terminate the contract at the risk and cost of the Contractor.

XIII. 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.\

KDA 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) KDA 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) Engineer Member, KDA 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, **Kataka Development Authority**, 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.

15. **Contractor to Respond for Disengagement of Unruly Labour/Personnel:** KDA are to have round the clock access to the work sites during execution and defect liability period. KDA 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.
16. **Provision for Workman Compensation:** KDA 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, KDA pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.
17. **Contractor to Indemnify KDA:** 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 KDA 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. KDA will not assume any responsibility on this account.

18. **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 KDA. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of KDA which will be binding on the contractor.

19. Odisha PWD / Electricity Department Contractor's Labour Regulations

- 19.1 **"Contractor"** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

- 19.2 **"Wages"** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.

- 19.3 **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.

19.4 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

19.5 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.

19.6 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) Engineer Member, KDA may grant an exemption form the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.

19.7 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.

19.8 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.

19.9 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.

19.10 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.

19.11 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 Engineer Member, KDA 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.

19.12 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 Engineer Member, KDA but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

- 19.13 **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.
- 19.14 **Submission of Return:** The contractor shall submit periodical returns as may be specified from time to time.
- 19.15 **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.
- 19.16 **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the contractor, without prior written permission of KDA, shall be considered as breach of contract and KDA reserves the right to take such actions as it may deem fit against the contractor.
- 19.17 **Rescission of Contract:** Subject to other provisions contained in this DTCN or in the agreement, KDA 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 KDA 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 Engineer Member (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 Engineer member, KDA.
 - 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, KDA shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of Engineer Member 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 KDA including debarring the contractor from participating in KDA 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.

20. Compensation/Penalty:

i. Penalty for delay in execution:

The time allowed for execution of the work shall be strictly observed and shall be reckoned from the date of issue of the Work Order/Notice to Proceed or as specified in the Agreement. The Contractor shall maintain the required progress and complete the work within the stipulated contract period.

- a) The progress of work shall be reviewed periodically by KDA. If the Contractor fails to maintain the required progress despite notices and directions issued by KDA, and such failure adversely affects the timely completion of the project, KDA may take action including levy of compensation, forfeiture of Performance Security/Additional Performance Security, rescission of contract, and execution of the balance work at the risk and cost of the Contractor.
- b) If the Contractor fails to complete the work within the stipulated or extended period, compensation for delay shall be levied at the rate of 1.5% of the Contract Value per month of delay, calculated on a day-to-day basis, subject to a maximum of 10% of the Contract Value. The decision of the Vice Chairman, KDA regarding the delay and compensation shall be final and binding.
- c) Where delay is attributable to reasons beyond the control of the Contractor and not attributable to the Contractor, extension of time may be granted by KDA. The Contractor shall apply for such extension before expiry of the contract period. Failure to complete the work within the extended period shall attract compensation as specified above.

ii. Penalty for bad/sub-standard work:

- a. If the Engineer-in-Charge/Engineering Member, KDA determines that any material or work is defective, sub-standard, executed with inferior workmanship, or not in conformity with the contract specifications, approved drawings, IRC Codes, MoRTH Specifications, IS Codes, or directions of KDA, the Contractor shall, upon written instruction, immediately remove, rectify, dismantle, replace, and reconstruct the defective work at his own cost.
- b. No payment shall be made for such defective work or materials, and the Contractor shall not be entitled to any extension of time or additional compensation on this account.
- c. If the Contractor fails to rectify the defects within the stipulated period, KDA may carry out the rectification through any other agency at the risk and cost of the Contractor, with recovery from any amount due or becoming due to the Contractor, including Security Deposits.
- d. In cases involving serious quality deficiencies affecting the safety, durability, structural integrity, or serviceability of the bridge/culvert works, KDA may rescind the contract, forfeit the Performance Security, Additional Performance Security and other deposits as admissible under the contract, and may debar/blacklist the Contractor from participation in future tenders of KDA for a period as per the prevailing Government rules and regulations.
- e. Any structural component failing to meet the specified quality requirements or test results shall be dismantled and reconstructed by the Contractor at his own cost, without any financial implication to KDA.

21. Blacklisting: A contractor may be blacklisted 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 blacklisted, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the state.

22. Force Majeure: Neither the contractor nor KDA 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.

23. 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.

24. Extension of Time: If the contractor seeks an extension of time for completion of the work on the of his having been hindered in its execution due to unavoidable circumstances or any other reasons not attributable to him, he shall apply for the same **within 30 days** of the date of the hindrance on account of which he desires such extension as aforesaid. The application of the contractor shall be recommended by concerned Junior Engineer/Assistant Engineer.

- i. If the work is not completed within the scheduled time period due to following events, then extension of time shall be allowed without imposition of penalty. However, the contractor cannot claim for any monetary compensation or price escalation due to such event.
 - a. Any site dispute / statutory non-clearance/ non-availability of work front. which shall restrict to start the work or shall enforce to stop the work in between.
 - b. Any change in the structural design and drawing which has got direct impact on quantity of the works or enforce any additional work.
 - c. Strike of workers/ labourers in that locality / mines or any law and order situation in the locality which shall have direct impact on the work.
 - d. Natural calamity like flood, cyclonic rain, earthquake etc. which adversely affect execution of work.
- ii. If the work is not completed within the scheduled time period and extension of time is sought due to reasons other than that mentioned at sub-clause (i) above, but genuinely to be considered in the interest of KDA, then extension of time without imposition of penalty may be allowed. In that case, the contractor cannot claim for any monetary compensation or price escalation. In other circumstances, extension of time shall be allowed with imposition of penalty as per clause-22.
- iii. If extension of time is not allowed due to want of any valid reasons, then the contract shall be terminated. In that case, ISD and SD shall be forfeited.
- iv. In cases work is not completed within the scheduled time period and extension of time is not sought by the contractor, then the contractor may be allowed to execute and complete the work with imposition of penalty as per clause-22. Accordingly time schedule shall be revised after completion of the work.

25. Deviation of Quantity:

- i. **Alteration in / Addition to Specifications and Design**
 - a. KDA shall have the right to make any alteration, modification, addition or omission in the specifications, drawings, designs, alignment, levels, quantities or instructions that may be considered necessary during execution of the work. The Contractor shall be bound to execute such altered or additional works in accordance with the written instructions of KDA. Such alterations shall not invalidate the contract. Wherever applicable, the work shall be executed at the rates quoted in the

contract.

- b. For extra or substituted items not covered under the contract, payment shall be made on the basis of the prevailing Odisha Schedule of Rates (SoR). In respect of items not available in the prevailing SoR, the rate shall be determined based on detailed rate analysis and approved by the competent authority of KDA before execution.
- c. If execution of such extra or altered work affects the completion period of the contract, extension of time may be granted by KDA, subject to proper justification and approval by the competent authority.

ii. **Approval of Deviations**

All works under the contract shall be executed under the supervision and direction of the Engineer-in-Charge/Engineering Member, KDA. Whenever the quantity of any BOQ item is likely to exceed the contract quantity, the matter shall be brought to the notice of the competent authority before execution.

- a. Where the variation in quantities and extra/substituted items results in an overall increase up to 10% of the Contract Value, the same may be approved by the Engineering Member, KDA, supported by a detailed deviation statement and justification.
- b. Where the overall increase exceeds 10% of the Contract Value, prior approval of the competent authority of KDA shall be obtained before execution. A revised estimate along with deviation statement, justification and financial implications shall be submitted for approval.
- c. In exceptional circumstances, deviations resulting in increase of the Contract Value up to 110% of the original Contract Value may be permitted only with the prior approval of the competent authority, if such deviations are essential for completion and functionality of the project.

26. Payment:

- i. The Contractor shall submit Running Account (R.A.) Bills on a monthly basis for the works executed during the preceding month, in the prescribed format and in compliance with the provisions of the GST Act and Rules. At least one R.A. Bill shall be submitted within every three months from the date of commencement of work or payment of the previous bill. The Contractor shall take measurements through his authorized technical personnel for submission of bills. The measurements shall be verified by the Engineer-in-Charge/Engineering Member, KDA or his authorized representatives and recorded in the Measurement Book (MB), which shall be signed by the Contractor or his authorized representative as token of acceptance.
- ii. If the Contractor fails to submit a bill within the stipulated period, the Engineer-in-Charge, KDA may measure the work in the presence of the Contractor or his authorized representative and record the measurements in the Measurement Book. Such measurements shall form the basis for preparation and processing of the bill and shall be binding upon the Contractor.
- iii. All statutory deductions including Income Tax, GST-TDS, Labour Cess, Royalty, and other recoveries as applicable under prevailing laws and Government instructions shall be deducted from the bills. Security Deposit and other recoveries, if applicable under the contract, shall also be made from the bills.
- iv. All intermediate payments shall be treated as advances against the final payment and shall not constitute acceptance of the work. If any defective, substandard, or non-conforming work is subsequently detected, the Contractor shall rectify, replace, reconstruct, or remove the same at his own cost. No payment shall be admissible for such defective work.
- v. The final bill shall be submitted by the Contractor within two months from the date of completion of the work after recording of final measurements. The Contractor or his authorized representative shall remain present during final measurement and sign the Measurement Book and submit a No Claim Certificate. In the event of failure of the Contractor to remain present, KDA may record measurements ex-parte, which shall be final and binding upon the Contractor. The final bill shall

thereafter be processed for payment by KDA.

- vi. All R.A. Bills and Final Bills shall be submitted by the Contractor in accordance with the provisions of the GST Act and Rules and other applicable statutory requirements..

27. Closure of Contract:

If at any time before or after commencement of the work, Kataka Development Authority (KDA) decides that the whole or any part of the work is not required to be executed due to administrative, technical, financial, legal, site-related, or any other reasons, KDA shall have the right to reduce the scope of work or close/terminate the contract, either wholly or partly, by issuing a written notice to the Contractor.

Upon receipt of such notice, the Contractor shall immediately discontinue the affected portion of the work and take necessary steps to safeguard the works already executed, materials, plant, machinery, and site installations.

In such an event, the Contractor shall be paid only for the work satisfactorily executed up to the date of closure/termination and for such admissible liabilities as may be determined by KDA. The Contractor shall not be entitled to any compensation, claim, damages, loss of profit, loss of opportunity, idle charges, overheads, escalation, or any other consequential costs arising out of such reduction in scope or closure of the contract.

The Contractor shall also have no claim on account of any alteration in drawings, specifications, quantities, alignment, design, or instructions issued by KDA that result in omission, reduction, or curtailment of any part of the work originally contemplated under the contract.

DTCN PART-I: SECTION-IV

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

Note: KDA reserves the right to modify the descriptions, conditions and terminologies of this Memorandum found inconsistent with the administrative and procedural hierarchy of KDA 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. 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.
7. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
8. 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.
9. 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.
10. 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.
 - 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Opening of Bid
- 10.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
 - i. Evaluating Bid
- 10.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
 - i. To take up auditing

11. E-PROCUREMENT NOTICE or NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

- 11.1 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.
- 11.2 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:-
- 11.3 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".

12. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 12.1 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.
- 12.2 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.

13. CREATION AND PUBLISHING OF BID:

13.1 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

13.2 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.

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

13.3.1 BASIC DETAILS

13.3.2 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:

- For Single Cover/Package:

SI 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

- For Two Cover/Package:

SI 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

13.3.3 TENDER DOCUMENT: The Procurement Officer Administrator should upload the DTCN in .pdf format.

13.3.4 WORK ITEM DETAILS

13.3.5 FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

13.3.6 **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.

13.3.7 **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

13.3.8 **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.

13.3.9 **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.

14. PARTICIPATION IN BID:

14.1 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.

14.1.1 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.

14.1.2 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.

14.2 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.

14.3 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.

15.2 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.

14.4 PREPARATION OF BID

14.4.1 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.

14.4.2 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.

14.5 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

14.5.1 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.

14.5.2 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.

14.5.3 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.

14.5.4 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.

14.5.5 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

14.5.6 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.

15. SUBMISSION OF BID:

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

15.2 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.

15.3 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.

15.4 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.

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

15.5.1 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.

15.5.2 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.

15.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

15.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

15.5.5 The bidder should check the system generated confirmation statement on the status of the submission.

- 15.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - 15.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
 - 15.5.8 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.
 - 15.5.9 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.
- 15.6 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.
- 16. SECURITY OF BID SUBMISSION:**
- 16.1 All bid uploaded by the Bidder to the portal will be encrypted.
 - 16.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.
- 17. RESUBMISSION AND WITHDRAWAL OF BIDS:**
- 17.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
 - 17.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
 - 17.3 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.
 - 17.4 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.
 - 17.5 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.
- 18. OPENING OF THE BID:**
- 18.1 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.
 - 18.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
 - 18.3 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.
 - 18.4 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.
 - 18.5 Combined bid security for more than one work is not acceptable.
 - 18.6 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.
 - 18.7 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.
- 19. EVALUATION OF BIDS :**

- 19.1 All the opened bids shall be downloaded for taking up evaluation.
- 19.2 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 clarifications regarding the document of historical nature or any other document as deemed fit by the evaluation committee 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.
- 19.3 The bidders will respond in **not more than 3 days** of issue of the clarification letter/email, failing which the bid of the bidder will be evaluated on its own merit.
- 19.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 19.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 19.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officers shall log on to the system in sequence and open the financial bids.
- 19.6.1 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.
- 19.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened. 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.
- 19.6.3 Procurement Officer-Openers shall sign on each page of the downloaded BOQ and the Comparative Statement and furnish a certificate to that respect.
- 19.6.4 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.
- 19.6.5 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department

20. NEGOTIATION OF BIDS:

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

21. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 21.1 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
- 21.2 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.
- 21.3 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.

22. BLOCKING OF PORTAL REGISTRATION:

- 22.1 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.

- 22.2 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.
- 22.3 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.
- 22.4 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
- 22.4.1 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 22.4.2 Fails to execute the agreement within the stipulated date.
- 22.4.3 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.

23. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

23.1 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

- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has

been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

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

DTCN PART-I: SECTION-V
SCOPE OF WORK AND TECHNICAL SPECIFICATION

Detailed Scope of Work: As mentioned in the BOQ.

All work commencements should be documented with pre- and post-geo-tagged photographs, which are mandatory to be furnished with every Bill.

Technical Specification:

The work should be executed following to BOQ, PWD specifications and other relevant IS Code.

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 KDA & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by KDA 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 KDA 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, KDA 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 KDA 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 KDA.

The interpretation and clarification issued by KDA regarding any provision of the DTCN or Agreement shall be final and binding on the Contractor.

4. **BONUS FOR EARLY COMPLETION:** In case, the contractor completes the work ahead of scheduled completion time, a bonus **@ 1 % (one percent) of the tendered value per month computed on per day basis**, shall be payable to the contractor, **subject to a maximum limit of 2% (two percent) of the tendered value**. The amount of bonus, if payable, shall be paid along with final bill after completion of work.
5. KDA 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 KDA and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to KDA.
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 & KDA. The rate(s) for such item(s) and quantity(s) shall be as per the prevailing Govt. of Odisha Schedule of Rates (SOR) of PHEO & Works Department or local market rate(s), as applicable for the items/components not covered under SOR subject to approval of Engineer Member, KDA.
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 KDA.

8. Defect Liability Period

The Defect Liability Period (DLP) shall be:

- 2 (Two) years from the date of completion of work for all non-structural components; and
- 5 (Five) years from the date of completion for bridge, culvert and other structural components.

During the applicable DLP, the Contractor shall rectify any defects, deficiencies, settlement, failures, damages, leakages or construction defects at his own cost and risk immediately upon notice from KDA.

In case the Contractor fails to carry out such rectification within the stipulated period, KDA shall be at liberty to undertake the rectification work through any other agency at the risk and cost of the Contractor and recover the expenditure incurred from any dues, Performance Security, Additional Performance Security or any other amount payable to the Contractor.

No separate payment shall be made for maintenance and defect rectification during the DLP.

9. The timeline(s) for the above nature of work(s) to be executed by the contractor shall be communicated by KDA through 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, KDA will be at liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in KDA tenders, blocking of DSC of the contractor, etc.
10. The APS (if any) submitted by the contractor shall be refunded within two months from the date of completion of the original work or as decided by the competent authority.
11. No interest will be paid by KDA 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 KDA 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.
12. The EMD, ISD & Security Deposit(s) (SD) retained by KDA 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.

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

DTCN PART-I: SECTION-VII
(MEMORANDUM & DRAFT AGREEMENT FORM)

[A] MEMORANDUM

(To be filled in during signing of Agreement)

Sl. No.	Name of the Work	:	
1.	Estimated Cost	:	Rs.....
2.	Name and Address of the Contractor/Selected Bidder	:	
3.	Accepted Tender Value/ Agreement Value	:	Rs.....
4.	Earnest Money Deposit (EMD) vide DTCN Section-II	:	Rs.
5.	Initial Security Deposit (ISD) vide DTCN Section-II	:	Rs.
6.	APS Deposit vide Sl. 4 of 'Information for the Bidders', DTCN Section-II (If, any)	:	Rs.
7.	Percentage to be Deducted & Withheld from each Payment In-Voice after Correction, if any, by KDA for Repair/ Replacement/ Maintenance of the Work during Defect Liability Period of three years from the Date of Completion of the Original Work vide Contract Agreement Form in this Section	:	@ 8 (Eight)%+2(two) % ISD
8.	Time Allotted for Completion of the Work (from the date of written order to commence)	:	90 (Ninety) Calendar Days
9.	Date of Written Order to Commence/Stipulated Date of Commencement	:	
10.	Stipulated Date of Completion	:	

Signature of Bidder / Contractor

[B] FORM OF AGREEMENT

(First page to be filled up and signed in non-judicial stamp paper of worth **Rs.100/-**)

This contract made on Dated.....between Kataka Development Authority (KDA), hereinafter called "then employer" and , (name and address of the selected bidder, hereinafter called "the contractor"). Whereas, the employer is desirous that the contractor shall execute; ".....)" vide Bid Reference No.....Dt.....(hereinafter called "the work"), and the employer has accepted the bid of the contractor for execution and completion of such works and rectification of defects, if any, at an accepted tender/contract price of Rs.....(Rupees.) only.

Now, therefore, it is hereby agreed upon by KDA 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 KDA and subsequent instructions of KDA to the selected bidder subject to confirmation of the same, if required, by KDA 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) Instruction/intimation of KDA 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.
 - vii) Drawing, design, work programme or part thereof submitted by the contractor and duly approved by KDA with or without modification.
 - viii) Letter/intimation/instruction of KDA 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 three years 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 KDA. KDA 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 Kataka Development Authority-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)

Name
Address
Telephone No

Signature

Name
Address
Telephone No

Signature

Signature of the Contractor
(Authorised Signatory with Seal)

Signature of the Employer
(Authorised Signatory with Seal)



Schedule-A
KATAKA DEVELOPMENT AUTHORITY

[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 the 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 KDA at the rate(s) specified in the following schedule for the quantity of work to be executed. Payment(s) for the item(s)/quantity(s) of the work not mentioned here-in-below, but found required for the work, and when executed/completed as per direction of KDA, 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 KDA) carrying out of the duties and responsibilities by the contractor till the expiry of defect liability period as declared/noted by KDA. Failure to abide by this condition shall be treated as a breach of contract and under such circumstance(s), KDA 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 KDA. Decision of KDA 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 KDA in appropriate/applicable manner and at different stages. But stage/sequence of payment(s) shall be the prerogative of KDA. Running account bill(s) shall not be preferred ordinarily. However, under exceptional circumstances or upon achievement of desired work progress by the contractor, KDA 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. KDA may put an end to this agreement at any time in case of bad/defective and/or it may remove/replace the defective work and while doing so, the actual cost involved, if any, shall be realized from the contractor. No claim in this regard by the contractor shall be entertained.
- d. The conditions mentioned above are a few and indicative only. In addition to these, the contract shall also be governed by the details laid down in the documents listed at Sl. 1 to 4 of the above draft agreement form.

Signature of the Contractor
(Authorised Signatory with Seal)

Signature of Employer
(Authorised Signatory with Seal)

ANNEXURE-I

CERTIFICATE OF NO RELATIONSHIP **(In Non-Judicial Stamp Paper)**

I/We hereby certify that I/We* am/are* **not related** to any officer of Kataka Development Authority of the rank of Assistant Engineer & above. 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

(Deponent)
Signature of the Bidder

Deleted

AFFIDAVIT

Deleted

AFFIDAVIT

(In Non-judicial Stamp Paper) (Applicable for the Bidders not Registered under EPF)

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

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

(Deponent)

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

AFFIDAVIT

Deleted

AFFIDAVIT

(In Non-judicial Stamp Paper)

(Applicable to all bidders for not being blacklisted by any Govt./ Govt. Undertaking)

I, Sri / Smt / Ms.....aged about..... years
S/o/D/o/W/o.....residing at..... do hereby solemnly affirms as under:-

1. That, I am the deponent of this Affidavit.
2. That, I do hereby declare that neither I have abandoned any Road/Bridge/Irrigation/Building works or other project works in India nor any contract awarded to me for such works have been rescinded nor have been **blacklisted or debarred** by any Govt/Govt. undertaking organization **during the last five years** prior to the last date of submission of this bid.
3. That, I do hereby declare that there is no current litigation pending as against me before any authority till date **nor there have been any criminal cases pending against me** till date of this bid.
4. That, this Affidavit is required to be produced before the concern authority for information and necessary action.

That, the facts stated in the Affidavit are true to the best of my knowledge and belief.

(Deponent) Signature of the Bidder