BERHAMPUR MUNICIPAL CORPORATION

BIDDING THROUGH e-PROCUREMENT

TECHNICAL BID DOCUMENTS /
DETAILED TENDER CALL NOTICE

ବ୍ରହ୍ମପୁର ମହାନଗର ନିଗମ
BMC BRAHMAPUR

COMMISSIONER,
BERHAMPUR MUNICIPAL CORPORATION,
ODISHA, BERHAMPUR.

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BRAHMAPUR MUNICIPAL CORPORATION

NOTICE INVITING BIDS (NIB) FOR WORKS/ PACKAGES

THROUGH *e-procurement*

BID IDENTIFICATION NO. :BeMC (BAM)/**336**/2026-2027

NIB No. 16504 **Dt**. 14.10.26

INVITATION OF BIDS:

Commissioner, Brahmapur Municipal Corporation invites On-Line only Percentage Rate Bids through e-procurement in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN)/ Bid Documents for the works under mentioned in ANNEXURE – 'A' attached to this NIB from the intending bidders of respective classes mentioned against each Work/Package.

1. ELIGIBILITY CRITERIA OF THE BIDDERS:

Each bidder who intend to participate in this Bidding Process through e-procurement for the Works/ Packages mentioned in ANNEXURE 'A' should have/ possess necessary Portal Enrolment (Digital Signature Certificate) (DSC) of Class – II or III category. Each bidder should also possess the following eligibility criteria.

(a)The bidder should have been validly registered as a Engineering / Architectural Contractor in the required Class under Govt. Of Odisha through any Appropriate Public Authority to suit the respective Work/Package.

Or

(b) The bidder should have been exclusively registered, under any Urban Local Body(s) / Development Authority(s)/ Board(s)/ Corporation(s)/Company(s), etc., (State Govt. Organizations/ Offices Executing Engineering Construction Works and fully or substantially owned/ operated/ governed by Govt. of Odisha), in the required/equivalent Class/Category to suit the respective Work/ Package.

Or

(c) The bidder should have been validly registered in equivalent Grade/ Class/Category under the Central Government/ any other State Government/ MES/ Railways/ Public Sector Undertakings to suit the respective Work/Package.

Or

(d) The bidder should have been validly Registered as an Engineering Construction Firm/Company/ Joint Venture having reputation, experience and expertise in successful execution and completion of similar nature of work in the last three financial years (2023-2024 to 2025-2026). The Audited and Published Financial Turnover of the Firm/ Company/ Joint Venture in the last three years (2023-2024 to 2025-2026) .Should have been more than Rs. 30.00 lakhs per year.

3. INSTRUCTIONS TO THE BIDDERS :

(a) Apart from above, each intending bidder should possess/ fulfill other eligibility criteria as mentioned in the DTCN/Bid Documents. The 'Guidelines/Procedure to be followed for e-procurement through the Govt. of Odisha Portal, https://tenders Odisha.gov.in Applicable for this Office' should be read, referred and followed carefully by each intending bidder before bidding. The said 'Guidelines' have been attached to the DTCN of each Work/Package and form a part of it. No dispute/claim in any manner over the contents of the 'Guidelines', 'Notice Inviting the Bids (NIB)' and the 'DTCN/ Bid Documents/ MP Lad / C.M – Special Assistance guideline ' for any reason whatsoever will be entertained/ accepted by this office.

(b) To ensure healthy and genuinely competitive bidding for each Package and selection of more responsible and sincere contractors with excellent track records so that, all the Packages can be started and completed simultaneously in competition to each other with respect to quality and quantity. So, stringent action against any defaulter bidder for violation of any Terms & Conditions of the DTCN and / or Agreement (to be drawn) as well as for non-carrying out of the instructions of this office, which may be issued from time to time in greater interest of the Work, at any Stage Starting from Opening of the Technical Bids to Completion of the respective Work/Package, is always on the cards and hence all the intending bidders are urged to be careful and commit ant Each bidder is urged to understand and digest the noble and administrative purpose behind such split-up before bidding to avoid future complicacy.

(c) DTCN for each work consisting of Schedule of Quantities, a set of Terms and Conditions and other necessary information are available in the website, https://tendersOdisha.gov.in. These documents can also be seen in this office during office hours every day except Sundays and Public Holidays till the last date and time of seeking and furnishing clarifications as mentioned below. Information on the above aspects, as available in this office, will also be provided on written request through Post. On-Line clarifications through the Portal, if requested for within the stipulated time mentioned below, will be provided. Intending bidders are sincerely requested to go through the DTCN of the respective Work / Package for which they intend to bid. The bids

should be submitted on-line only through the State Govt. Portal or Website, https://tendersOdisha.gov.inby the intending and eligible bidders.

CRITICAL/ IMPORTANT INFORMATION, EVENT DATES AND TIME :
The eligible and intending bidders desirous to participate in the bidding process should strictly follow the Stipulated Time Schedule furnished below (Time schedule shall be as per Portal Server Time).

Sl. No.	Particulars of the Information & Event	Important/ Critical Information, Date & Time
(i)	Procurement Officer-Publisher/Officer Inviting the Tender / Bids (OIT)	Commissioner, Brahmapur Municipal Corporation
(ii)	Bid Identification Number	BMC (BAM)/ 336 /2026-2027
(iii)	Name and Estimated Cost of the Work for which On-Line Bidding is to be done	As mentioned in Annexure-A
(iv)	Period of Availability of the Bid Documents / Tenders for On-Line Bidding	From 15.00hrs.of Dt. 27.10.26 to 17.00 hrs. Of Dt 09.11.26
(v)	Last Date & Time of Seeking and Furnishing Clarifications (if any)both On-Line only	14.00 hrs. 03.11.26
(vi)	Last Date & Time for Bidding On-Line (Submission of Technical Bids & Financial Bids)	17.00 hrs. of Dt 09.11.26
(vii)	BID Cost	The bidders shall remit **online** the cost of bid document for amount through the process as mentioned in the DTCN as per Annexure "A"
(viii)	EMD	The bidder shall remit **online** the Earnest Money Deposit/Bid Security at the rate of 1% of the estimated cost put to tender as mentioned under DTCN. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to remit online 2% of the amount put to tender as Bid Security. Exemption from EMD is permissible as per codal provisions of Govt. Of Odisha. as per Annexure "A
(IX)	Date & Time of Opening of the Bids	11.00 hrs. onwards on Dt. 10.11.26

Subsequent corrigendum/ addendum, if found essential, will be posted in the website in due time and hence the intending bidders are urged to remain in active touch with the said website in connection with the Bid Identification No. mentioned above.

5. DRAWAL OF AGREEMENT:

Each successful bidder will have to enter into an agreement with this office in the Contract/Agreement Form which has been Tailor Made/Customized to suit the organizational structure and Administrative Requirements of this office according to 'The Odisha Municipal Corporation Act, 2003', 'The Odisha Municipal Corporation Rules, 2004' and subsequent executive instructions received from H & U.D. Department, Govt. of Odisha till date on, "Invitation of Tenders, Signing of Agreements and Award of Works, etc." A sample format of the Contract/ Agreement Form has been appended to the DTCN for thorough perusal of each intending bidder. No objection/ suggestion/claim from anybody/ organization/bidder will be entertained and acceptable by this office regarding contents, terms and conditions of the Agreement Form, now or ever.

This office will not be held responsible for any System (Portal) Failure, malfunction of the Internet, traffic jam, etc. Bidders are advised to submit their bids well in advance within the stipulated period to avoid the above problems. The authority reserves the right to reject any or all the tenders/bids and approve/accept any tender/bid without assigning any reason thereof subject to the limitations specified by Central Vigilance Commission.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No. 16505 **Dt**. **14.10.26**

Copy submitted to the Director, Municipal Administration &, H. & U.D. Dept., Govt. of Odisha, for favour of kind information.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No. 16506 **Dt**. **14.10.26**

Copy submitted to the Collector, Ganjam, Chatrapur/Project Director DUDA Ganjam,/ DPMU Ganjam Chatrapur for favour of kind information with a request to please display a copy of this Notice with the Annexure in his Office Notice Board for wide circulation and information of all concerned.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No. 16507 **Dt**. **14.10.26**

Copy forwarded to Tahasildar, Brahmapur-cum-Member, tender committee, BeMC/ City Engineer / CFO / All EEs/ DEEs/ All AEEs/ AEs/ J.Es/ HMO (PWD) All dealing Assistants, PWD Section Deposit Clerk / Accountant /MIS Section/ Cashier / Dak Receipt Clerk, Brahmapur Municipal Corporation, for information and necessary action. All Assistant Engineers to ensure uploading of tender in due time.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No. 16508 **Dt**. **14.10.26**

Copy forwarded to the Steno to Mayor, Brahmapur Municipal Corporation / P A to Commissioner / Brahmapur Municipal Corporation for information and necessary action.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No. 16509 **Dt**. **14.10.26**

Copy to Office Notice Board / Spare Copies to the Concerned Files for reference and record and information of all concerned.

Sd/
Commissioner
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S.L.No	Name of the work	Amount of works put to tender	Class of Contractor Eligible to Participate	Bid Security / E.M.D (Minimum required) in Rs.	Cost of each document including 18% GST	Time of completion in Days
1	Regading stall no. 03 situated at city High school road , sri K.Srivas Rao S/O late K. Nagabhusan Rao	2,56,270.00	D Or C	2,563.00	2,360.00	45 Day
2	imp. Of C.C road & drain from joura street mandir to kasi biswanath temple in ward no. 08	5,55,095.00	D Or C	5,551.00	4,720.00	60 Days
3	Const and Completion of Badminton court at Subham Bihar Near bahana nala in ward no. 15 (Balance work of Badminton Court)	48,25,763.00	B	48,258.00	7,080.00	120 Days
4	imp. Of drain with cover slab from vijay hall jnnction to wards military line junction in ward no. 19	12,71,504.00	D Or C	12,715.00	7,080.00	75 Days
5	Re-Const. Of Drain at gali Sahi , Gandhi Nagar in ward no. 20	12,70,925.00	D Or C	12,709.00	7,080.00	90 Days
6	Imp. Of Mukteswar Pond in w.no. 21 MSBY year 2025-2026	15,25,910.00	D Or C	15,259.00	7,080.00	90 Days
7	Const. Of 2nd floor over the existing zone A G+1 shops Building inside town hall premises under BeMC in ward no. 22 of BeMC	25,04,709.00	C or B	25,047.00	7,080.00	120 Days
8	Construction of Community Centre at Tota sahi in ward no-38	18,66,795.23	D Or C	18,668.00	7,080.00	90 Days

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9	Const. Of C.C Drain and road at siva shakti nagar in ward no. 39	39,83,051.00	C or B	39,831.00	7,080.00	120 Days
10	Construction of AWC at Birumistri Sahi Kumbharapalli, industrial Estate in W.No-39 (MSBY-25-26)	4,23,729.09	D Or C	4,237.00	2,360.00	60 Days
11	Const. of CC Road & Drain Udaya nagar control Gali & LIC Colony Subash nagar Bhairabi Nagar in W.No-39	33,89,831.18	C or B	33,898.00	7,080.00	120 Days
12	Construction of CC Road & Drain at Kumbarpalli village in W.no-39 (MSBY-25-26)	22,88,136.51	C or B	22,881.00	7,080.00	90 Days
13	R/R/R work of Mother Sarojini Girls High School, Industrial Estate	4,23,729.00	D Or C	4,237.00	2,360.00	60 Days
14	installation of information board different jn .of street and different points in ward no. 39	3,36,262.00	D Or C	3,363.00	2,360.00	60 Days
15	R/R/R work of Khodasingi UP School ,berhampur, ward no-42	4,23,732.02	D Or C	4,237.00	2,360.00	60 Days
16	R/R/R work of Ambapua UP School ,Berhampur,ward no-42	4,23,729.39	D Or C	4,237.00	2,360.00	60 Days
17	drain cover at vivek vihar in ward no. 42 Brehmapur Municipal Corporation	4,22,163.00	D Or C	4,222.00	2,360.00	60 Days

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PROCEDURE TO PARTICIPATE IN ONLINE BIDDING e-PROCUREMENT

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: 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 Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.
Contractor not regisertered with Government of Odisha, can participate in the e-procurement after necessary enrolement in the portal but have to subsequently register themselves with the appropriate registering authority of the Sate Government before award of the work as per prevalent registration norms of the State.
a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC. 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 ID, password and DSC combination and authenticates the login process for use of portal.
b. The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
c. 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.
d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized

signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the eprocurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

1.3. 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 processes that are undertaken through the e-procurement system irrespective of who operates the system.

1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scannedcopy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompaniedby cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

1.6. 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 quarries related to
the tender.

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1.7. The details of drawings and documents pertaining to the works available with the officer inviting the
Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the websitehttps://tendersodisha.gov.in , notice board and through paper publication and such notice shall formpart of the bidding documents.

1.8.1. The system generates a mail to those bidders who have already uploaded their tenders andthose bidders if they wish can modify their tenders. The bidders are required to which thewebsite till last date and time of bid submission for any addendum/ corrigendum/ cancellationthereof. Tender inviting authority is not responsible for communication failure of systemgenerated mail.
All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting thebid. The bidder shall carefully go through the document and prepare the required documentsand up load the scanned documents in Portable Document Format to the portal in thedesignated locations of Technical Bid. He will fill up the rates of items or percentage inthe BOQ down loaded for the work in designated Cell and up loads the same indesignated locations of Financial Bid. Bidders are to submit only the original BoQuploaded by publisher after entering the relevant fields without anyalteration/deletion/modification. Multiple BoQ submission shall lead to cancellation ofbid. In case of item rate tender, bidders shall fill in their rates other than Zero value inthe specified cells. In the percentage rate tender, the bidder quoting Zero value is validand will be taken as Schedule of Rates. Submission of document shall be effected byusing DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish,as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode.Non-submission of bid security within the designated period shall debar the bidder from participating inthe on-line bidding system and his portal registration shall be cancelled. His name shall also be informedto the registering authority for cancellation of his registration.

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2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) oras mentioned in the bid document.

2.2 Deleted.

2.3 The tender accepting authority will verify the originals of all the scanned documents of the successfullowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure 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 as 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.

2.4 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.

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bidand Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "***Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper andEarnest Money Deposit on submission of bids***". .

3. FORMAT AND SIGNING OF BID: (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.The bidder can download the tender of his choice and save it in his system and undertake the necessarypreparatory work off-line and upload the completed tender at his convenience within the final date and time of submission.The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures,the words will be self generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission.He shall prepare all documents including Declaration form, price bid etc and store in the system.

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading thedocuments in appropriate place one by one simultaneously checking the documents. Once the Biddermakes sure that all the documents have been up-loaded in appropriate place he clicks the submitbutton to submit the bid to the portal.

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3.2.1. The bids once submitted can not be retrieved or corrected. Tender cannot be pre-opened andcannot be submitted after due date and time. Therefore only after satisfying that all thedocuments have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each processes are time stamped. The system can identify eachindividual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially thescanned documents by taking out sample printing. Non-submission of legible documents mayrender the bid non-responsive. However, the Officer inviting the Bid if so desires can ask forlegible copies or original copies for verification with in a stipulated period provided suchdocument in no way alters the Bidder's price bid. If the Bidder fails to submit the originaldocuments with in the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS:-

3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shallhave a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN,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.

3.4. 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 items 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.

3.5. 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.

3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill ofQuantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(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.

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

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3.8. 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 summery 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.

3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in ofeach user including the Bidder.

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

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

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

3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failurein the network.

3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

3.15. 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 upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has refered all the drawings and documents uploaded by the Officer Inviting the Bid.

3.16. 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.

3.17. 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 bythe bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). Thesystem shall require all the mandatory forms and fields filled up by the contractor during the processof submission of the bid/tender.

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4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / openedby the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

5.1. The online bidding will remain active till the last date and time of the bid submission. Once the dateand time (Server date and time) is over, the bidder will not be able to submit the bid. The date & timeof bid submission shall remain unaltered even if the specified date for the submission of bids declaredas a holiday for the Officer inviting the Bid.

RESUBMISSION AND WITHDRAWAL OF BIDS :

5.2. Resubmission of bid by the Bidders for any number of times before the final date and time ofsubmission is allowed.

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

5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shallconsider only the last bid submitted.

6. LATE BIDS :

6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For allpurpose the server time displayed in the e-procurement portal shall be the time to be followed by thebidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS :

7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final dateand time of submission. The bidder shall have to log on to the system and resubmit the documents asasked for by the system including the price bid. In doing so, the bids already submitted by the bidderwill be removed automatically from the system and the latest bid only will be admitted. But the biddershould avoid modification of bid at the last moment to avoid system failure or malfunction of internet ortraffic jam or power failure. If the bidder fails to submit his modified bids with in the designated time ofreceipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letterwith appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load thescanned document to portal in the respective bid before the closure date and time of receipt of thebid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date isavailable in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids areencrypted using there public keys and can be decrypted only on or after the Bid Opening due dateand time. The bid openers private key will be required to open the bids and all the openers have to logon to the portal during that time.

8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from anysystem logging on to the portal with the DSC away from opening place. Contractors are notrequired to be present during the bid opening at the opening location if they so desire.

8.1.2. Each activity is date and time stamped with user details. For time stamping, server time istaken as the reference.

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting theBid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that inwhich they appear in the "Invitation for Bid".

8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-
All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered emailID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid may reserve the right to accept any additional document.

8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing whichthe bid of the bidder will be evaluated on its own merit

8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the systemfor the bid, will finalize the list of responsive bidders. They will log on to the site with their DSCand record their comments on the Technical evaluation page in the system. The Officer Invitingthe Bid if also the accepting authority, shall log on to the system with his digital signature andcheck the technical evaluation. He can either accept or pass on to the evaluating officers for reevaluation.Upon acceptance of technical evaluation by the Accepting authority in the system,the system shall automatically generate letter to all the responsive bidders and the systemshall forward the letter to all the responsive bidder that their technical bid has been evaluatedresponsive with respect to the data/information furnished by him and the letter shall alsointimate him the date & time of opening of financial bid. The system shall also inform the nonresponsivebidders in their e-mail ID that their bid has been found non-responsive.

8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnishedby the Bidders. But evaluation of the bid does not exonerate the bidders from checking theiroriginal documents and if at a later date the bidder is found to have misled the evaluationthrough wrong information, action as per relevant clause of DTCN shall be taken against thebidder/contractor.

8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.Opening of price bid and evaluation of lowest bidder is subject to satisfaction of otherqualification information.

8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date ofopening. The Procurement Officer-Openers shall log on to the system in sequence and openthe financial bids.

8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders ortheir authorised representative who wish to be present.

8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bidswere found responsive will be announced and the bids of only those bidders will be opened.The remaining bids will be rejected.

8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of eachitem in case the item rate tender and percentage above or less in case of percentage ratetenders will be announced. any discounts and withdrawals, and such other details as theofficer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. Thesystem shall auto-generate the Comparative statement.

8.7.7 The Bidder can witness the principal activities and view the documents/summary reports forthat particular work by logging on to the portal with his DSC from anywhere.
8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejectedbid with the approval of concern Chief Engineer/ Head of Department.

9. CLARIFICATION AND NEGOTIATION OF BIDS:
9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion,ask the lowest bidder for clarification of his rates including reduction of rate on negotiation andbreakdowns of unit rates.

9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first,followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to allthe participating bidders after opening on their respective logins. Each activity is recorded in thesystem with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the OfficerInviting the Bid shall mention the amount of Performance Security and additional security required tobe furnished in the letter and intimate the bidders in his e-mail ID.

10.2. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validityperiod by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptancewill state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution andcompletion of the works by the contractor as prescribed by the contract and the amount ofperformance security and Additional Performance Security required to be furnished. The issue of theletter of Acceptance shall be treated as closure of the Bid process and commencement of thecontract.

10.3. The Contractor after furnishing the required acceptable Performance Security and AdditionalPerformance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Chargewith copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summery and declare the process as complete.

10.4. If the L1 bidder does not turn up for agreement after finalization of the tender then he shall bedebarred from participation in bidding for three years and action will be taken to blacklist thecontractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or isgoing to be a partner/ member/ proprietor , he/ they shall neither be allowed for participation in biddingfor three years nor his/ their application will be considered for registration and action will be initiated toblacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called fordrawing agreement for execution of work subject to condition that the L2 bidder negotiates at par withthe quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

1.1 If the registration Certificate of the contractor is cancelled/ suspended by the registeringauthority/ blacklisted by the competent authority his portal registration shall be blockedautomatically on receipt of information to that effect.

1.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall beunblocked automatically in receipt of revocation order of cancellation/ suspension/blacklisting from the concerned authority.

1.3 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 issuean intimation to the defaulting bidder about his unsatisfactory reply and recommend to theChief Manager (Tech) for blocking of portal registration within 10 days of intimation to thedefaulting bidder regarding his unsatisfactory reply with intimation to the

RegisteringAuthority and concerned Chief Engineer/ Heads of Office if any of the following provisionsare violated.

1.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.

1.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bidvalidity period (including till the extended bid validity period)

1.3.3 Fails to execute the agreement within the stipulated date.

1.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.Accordingly the officer Inviting Tender shall recommended 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.The minimum period of blocking of Portal Registration shall in no case be less than 180days.

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

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in".

2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :

a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.

c) Reporting and accounting of the e-receipts will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)

b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:

a) Log on to e-Procurement Portal: The bidders have to log onto **the** Odisha e-Procurement portal(https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now. submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks. ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.· Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid** ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

a) Cost of Tender Paper: In respect of Government receipts on account of **Cost of Tender Paper,** thee-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cos tof tender papers will be credited to the registered Bank account of the concerned State PSUs,Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee,EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction receivedfrom TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest MoneyDeposit on submission of bids is enclosed in the Annexure.

7. Settlement of Earnest Money Deposit on submission of bids:
a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respectivebidders accounts as per direction received from TIA through e-procurement system.
8. Forfeiture of EMD :
Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned forvarious reasons.

a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portalwill direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registeredaccount of the tender inviting authority.

b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid,** in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow theevaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out inphased manner like one bidder at a time.

9. Role of the Banks:
a) Make necessary provision / customizations at their end to enable the provision for online payments/ refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactionsduring online payment processes and redirect them to e-Procurement website with necessarytransaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/currentaccount of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out theirrole as stated below.

e) e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the nextbank working day from the date of generation of the XML file and also provide a confirmation to NICon the same.

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBsonline payment requirements to National Informatics Centre / the authorised Banks for mapping/customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portalto ascertain the tender paper cost received in the e-Tendering process separately bank-wise for theGovernment Department and the PSUs/ULBs. The SPC shall generate bank-wise separate onlinechallans from the Odisha Treasury portal and make the remittance through over the counter facilityor NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instructionto the bank for remittance of the receipt to the State Government account.

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c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect ofthe remittance towards tender paper cost to the Tender inviting authorities for their record.

d) State Procurement Cell shall monitor the progress of e-Tendering by different Governmentdepartments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cellshall monitor and send monthly progress reports to the Government.

e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end ofthe day activity.

f) e-procurement system will provide a web service for payment gateway (PG) provider to pull theencrypted refund and settlement details in XML file against a day.

g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund andsettlement status against a day

h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :
a) Customize e-Procurement software and web-pages of Government of Odisha(https://tendersodisha.qov.in) to enable the provision for electronic payment.

b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

c) NIC will provide an interface to organisations to download the electronic receipt data.

d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of thesame to the authorised Banks for enabling automatic refund/settlement of funds.
e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell inorder to make remittance of the tender paper cost to the State Government account using the OdishaTreasury portal.

12. Role of Cyber Treasury :
a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will beaccounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per theestablished process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting andreconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :
a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have aneffective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistakeis detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, eithersuomoto or on being brought to its notice, the State Procurement Cell, Odisha, National InformaticsCentre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-FocalPoint Branch of the participating Banks, National Informatics Centre, Odisha and the State ProcurementCell, Odisha will notify the contact number and address of the Help Desk for resolution of any disputeregarding e-Receipt.

14. Applicability and modification of existing rules / orders:
The modalities prescribed in this Office Memorandum for downloading of tender paper, submission andrejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicablefor electronic submission of bids through e-procurement portal. Existing provisions regulating cost oftender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extentprescribed.

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

ANNXURE-I

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

	Cost of Tender Paper on submission of bids	**Earnest Money Deposit on submission of bids**
Government Departments	I. The payment towards the cost of TenderPaper, in case Government Departments,shall be collected in separatePooling accounts opened in FocalPoint Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar onT+1_day. II. With reference to the NoticeInviting Tender/ Bid IdentificationNumber, the amount so realized is tobe remitted to Government Accountunder the Head Of Account 0075-Misc. General Services-800-OtherReceipts-0097-Misc.Receipts-02237-Cost of Tender Paper through OdishaTreasury Portal after opening of thebid.	I. In case of tenders ofGovernment Departments,amount towards EarnestMoney Deposit on submissionof bids shall be collected in apooling account opened forthis purpose at Focal PointBranch called e-FPB ofrespective designated banksat Bhubaneswar and the banks will remit the amount to respective bidder's accountwithin two working days onreceipt of instruction from TIA through refund and settlement of e-procurement system. II. In case of forfeiture ofEarnest Money Deposit onsubmission of bids, the e-Procurement portal will direct the Bank to transfer the EMDvalue from the PoolingAccount of SPC to theregistered account of thetender inviting authority withintwo working days of receipt ofinstruction from TIA.

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	Cost of Tender Paper on submission of bids	**Earnest Money Deposit on submission of bids**
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	I. In case of State PSUs, Statutorycorporations, Autonomous Bodies and Local Bodies etc. the amount towards **Cost of Tender Paper,** on submission of bids shall be collected in separated pooling accounts opened in FocalPoint Branch called e-FPB ofrespective designated Banks atBhubaneswar on T+1 days. II. The Paper cost will be transferred to the respective current accounts ofconcerned State PSUs, StatutoryCorporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	I. Amount towards **EMD** on submission of bids shall be collected in a separatepooling account of FocalPoint Branch called e-FPBof respective designatedbanks at Bhubaneswar andthe banks will remit theamount to respectivebidder's account on receiptof instruction from TIAthrough refund andsettlement of e-procurement system within two workingdays from receipt of suchinstruction. II. In case of forfeiture ofEarnest Money deposit onsubmission of bids, the e-Procurement portal willdirect the Bank to transferthe EMD value from thePooling Account of SPC tothe registered account of the tender inviting authoritywithin two working days of receipt of instruction fromTIA.

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DTCN SECTION – II
ELIGIBILITY CRITERIA OF THE BIDDERS

1. CLASS / CATEGORY OF THE BIDDERS:

Each bidder who intend to participate in this Bidding Process through *e-procurement* for the Works mentioned in ANNEXURE 'A' should have/ possess necessary Portal Enrolment (Digital Signature Certificate) (DSC) of Class – II or III category. Each bidder should also possess the following eligibility criteria.

(a) The bidder should have been validly Registered as a Contractor in the required Class under Govt. of Orissa through any Appropriate Public Authority or under this office to suit the respective Work. **Or**

(b) The bidder should have been validly Registered in equivalent Grade/ Class/Category under the Central Government/ any other State Government/ MES/ Railways/ Public Sector Undertakings to suit the respective Work.

2. SUCCESSFUL BIDDERS TO UNDERGO NEW REGISTRATION AS CONTRACTORS UNDER GOVT.OF ORISSA :

But any bidder of Sl. 1(b) category, when becomes successful in this bidding process, will have to undergo necessary Registration in Appropriate Class (to suit the Work) as a Contractor under any Appropriate Public Authority of Govt. of Orissa before signing the agreement. However, each such successful bidder will have to follow necessary official procedure, fulfill the criteria and co-operate in every genuine official manner at all levels for getting himself/herself/ themselves registered (to suit the Work) in the required Class as a Contractor under Govt. of Orissa. All these formalities should be completed and each such successful bidder should produce, before the Municipal Commissioner, Berhampur Municipal Corporation, the Original Registration Certificate as a Contractor in the required Class under Govt. of Orissa, within fifteen days from the **Date ofIssue of Letter of Intent (Prescribed Format Attached to this Section as Appendix)** from this office showing acceptance of his/her/their bid.

3. SUCCESSFUL BIDDERS TO UNDERGO EMPANELMENT IN THIS OFFICE :

Similarly, as per rules prevailing in this office, each Successful Bidder will have to Empanel himself/herself/themselves as a Contractor under this office (if already not validly Empanelled). To fulfill the formalities for Empanelment as a Contractor under this office, each such successful bidder will have to apply in prescribed form, deposit the requisite fees and co-operate in every genuine official manner with this office so as to complete the entire process within fifteen days from the **Date of issue ofLetter of Intent** from this office. The Original Empanelment Certificate should be produced by each such successful bidder, before the Municipal Commissioner, Berhampur Municipal Corporation, within the aforesaid period of fifteen days.

4. INSTRUCTIONS TO THE BIDDERS FOR FULFILLMENT OF THE ELIGIBILITY CRITERIA

(a) The **Words, "Appropriate Public Authority",** as mentioned above and elsewhere in this DTCN for **'Registration of Person(s)/Agency(s) as Contractor(s) under Govt. of Orissa' ,** shall mean the Departments/Offices and Public Works Officers of the State Govt. (Orissa) who are authorized and empowered to allow such Registration(s) as per Rules, as amended from time to time till date, of Appendix – VIII, Orissa Public Works Department Code (OPWD Code) Vol. II (PWD Contractor's Registration Rules, 1967). Each Successful Bidder from Sl. 1(b) Category will have to comply with the Rules, Regulations and Procedures mentioned therein for getting himself/herself/themselves Registered in the Required / Appropriate Class as a Contractor under Govt. of Orissa to suit the respective Work within the stipulated time of 15 days from the date of issue of Letter of Intent.

Further details on the aspects mentioned in Sl. 2, & 3 can be obtained from this office either physically or through post. On-Line clarifications through the Portal, if requested for, will also be provided within the Stipulated Date and Time Schedule.

(b) Apart from above, each intending bidder should possess/fulfill other eligibility criteria as mentioned in other Sections of the DTCN/Bid Documents. The **'Guidelines/Procedure to be followed for *e-procurement* through the Govt. of Orissa Portal, *https://tendersorissa.gov.in***
Applicable for this Office' should be read, referred and followed carefully by each intending bidder before bidding.

(c) Non-Compliance or Delayed-Compliance of the Conditions stipulated in Sl. 2 & 3 above for any reason whatsoever by any such successful bidder will be treated as violation of the terms and conditions of the DTCN and hence will constitute just and sufficient reason to reject his/her/their bid with forfeiture of EMD (to be furnished for the Work) and other follow-up actions as deemed fit by this office irrespective of the processing stage/status of the bid.

5. FOR INFORMATIONOF THE BIDDERS :

DTCN for each work consisting of Schedule of Quantities, a set of Terms and Conditions and other necessary information are available in the website, ***https://tendersorissa.gov.in***. These documents can also be seen in this office during office hours every day except Sundays and Public Holidays till **the last Date and Time of seeking and furnishing clarifications as mentioned in the NIB.** Information on the above aspects, as available in this office, will also be provided on written request through Post. **On-Line** clarifications through the Portal, if requested for within the stipulated time mentioned in the DTCN, will be provided. Intending bidders are sincerely requested to go through the DTCN of the respective Work for which they intend to bid. The bids should be submitted **On-Line** through the **State Govt. Portal or Website, *https://tendersorissa.gov.in*** by the intending and eligible bidders.

APPENDIX TO DTCN SECTION - II
BERHAMPUR MUNICIPAL CORPORATION
(LETTER OF INTENT)

No._____/ Dt.

To

_____ (Contractor)

_____

_____

Sub:- Issue of Letter of Intent for the Work,
"_____"

Ref:- This Office Bid Identification No. _____ Dt. _____

Sir,

Your Tender/Bid for the Work, "_____
_____" amounting to Rs._____ (Rupees _____
_____) has been accepted by this office after_____ Round Negotiation held with you.

You are requested to submit the following documents as essential pre-requisites for drawl of agreement by you with this office in the prescribed form.

1. Initial Security Deposit (ISD) Amounting to Rs._____(Rupees _____) only in the shape/ form/ manner as mentioned in the DTCN.
2. Non-Judicial Stamp Paper (Applicable for Orissa) of Worth Rs. 3/- or above.
3. Original Registration Certificate (License) as a Contractor under Govt. of Orissa as per DTCN.
4. Original Empanelment Certificate as a Contractor under this Office as per DTCN.
5. Original GST CC in the form prescribed by Govt. of Orissa.
6. Additional Performance Security (APS) amounting to Rs. _____ (Rupees _____) only (if applicable) as per DTCN.
7. **Work Programme/Time Schedule** for execution of the Work to be proposed by you in shape of legibly and neatly drawn/prepared **Bar-Chart** featuring all the major Components, Items, Sub-Items of the **Work (Work Program** will be considered for approval by this Officer afternecessary checking/scrutiny and this **Approved Work Program** shall be treated as **'Original Work Program'** and will be binding on the Contractor).

8) Any Other Document (to be mentioned and specified below) in conformity with the DTCN and / or Undertaking Furnished (if any) during Negotiation Process on the Tender/Bid.

(Strike out whichever is not applicable)

Please note that submission of the above documents as pre-requisites and then attending this office to draw the agreement are your responsibilities. You should take prompt and instant action to complete those formalities within 15 days from the date of issue of this letter (as per DTCN Terms & Conditions) without fail. Failure on your part to comply the above requirements within the specified time of 15 days will be considered as just and sufficient cause for cancellation of this Letter of Intent, rejection of your bid, forfeiture of your EMD/Bid Security furnished for this Work and other follow-up actions against you as deemed fit by this office.

Yours faithfully,

Intimated and Sent to the Contractor through :

i. e-mail ID
ii. Fax No.
iii. Telephone No.
iv. Regd. Post
v. Physically by the Messenger of this Office

(Tick whichever is applicable)

Municipal Commissioner
Berhampur Municipal Corporation

Memo No. _____/ Dt.

Copy forwarded to_____ (2nd Lowest Bidder) for the Work/Package for information and necessary action.

Municipal Commissioner
Berhampur Municipal Corporation

BMC BRAHMAPUR

DTCN SECTION – III
GENERAL INSTRUCTIONS TO THE BIDDERS

1. BIDDERS TO THOROUGHLY AQUAINT THEMSELVES ABOUT THE TERMS AND CONDITIONS AND ELIGIBILITY CRITERIA BEFORE BIDDING:

To ensure healthy and genuinely competitive bidding for each Work and to ensure timely completion of each Work, selection of more responsible and sincere contractors with excellent track records are essential ,so that, all the Works will be started and completed in competition to each other with respect to quality, quantity and time. Stringent action against any defaulter bidder for violation of any Terms & Conditions of the DTCN and / or Agreement (to be drawn) as well as for non-carrying out of the instructions of this office, which may be issued from time to time in greater interest of the Work at any Stage Starting from Opening of the Bids to Completion of the respective Work, are always on the cards and hence all the intending bidders are urged to be careful and commitant. Each bidder is urged to understand and digest the noble and administrative purpose behind the terms and conditions before bidding to avoid future complicacy.

2. TIMELY COMPLETION OF OFFICIAL FORMALITIES BY THE BIDDERS:

The intending bidders and all concerned should note that the Works mentioned in Annexure – 'A' are extremely Time-Bound Projects as per Central and State Govt. Guidelines and Instructions. The Stipulated Time Period to Complete Each Work is mentioned in Annexure – 'A'. This Time Period will be reckoned from the Date of Issue of Work Order for the respective Work. But after opening of the Bids and before issue of Letter of Intent, each bidder will have to co-operate with this office promptly and instantly to fulfill certain essential official formalities, such as; submission and checking of original documents, negotiation and clarification on each bid, etc., so that minimum possible time (as desired by the Municipal Commissioner) is consumed in this process. From the Date of Issue of Letter of Intent to the Date of Issue of Work Order (both days inclusive) for each Work, there will be a maximum allowable Cushion Period of 15 days only during which each successful bidder will have to fulfill the official formalities to be mentioned in the Letter of Intent such as; submission of Original Contractor's Registration Certificate, Empanelment Certificate and GST certificate, deposit of Balance Earnest Money, Additional Performance Security Deposit (APS) (if required), drawl of Agreement, etc. Similarly, after issue of Work Order, each successful bidder will have to take necessary steps, quickly and instantly, to the best satisfaction of this office, so as to complete the whole Work within the Stipulated Time.

3. VALIDITY OF THE BIDS TO BE SUBMITTED BY THE BIDDERS:

The bids to be received for each Work shall remain open for evaluation, processing and finalization for a period of 120 (One Hundred Twenty) days from the date of opening of the Bids. During this period, no bidder will be allowed to withdraw his/her/their tender/bid and/or will not be allowed to make any addition/alteration, modification in the physical, technical and financial terms and conditions of the submitted bid. Violation of this condition by any bidder will make his/her/their bid invalid irrespective of the stage of processing or status of the bid and in such a case EMD/ Bid Security furnished by the respective bidder will be forfeited with other follow-up actions against the bidder as deemed fit by this office.

4.EACH WORK IS INDEPENDENT AND UNIQUE :

Bids for different Works will have no bearing upon each other in any manner even if the bidder(s) is/are the same. Conditional Rebate Offer(s) submitted by any bidder(s) will not be taken into account at all and such bid(s) will either be rejected or evaluated, as if no Rebate(s) has been offered by the respective bidder(s). The bidders are urged not to offer any conditional bid and not to insist for evaluation and/or acceptance of any conditional offer(s). Each submitted bid will be dealt independently on its own merit. So, all the intending bidders are requested to submit the eligibility/qualifying documents, fill up the Bid Documents of each work independently and completely to make his/her/their bid valid for evaluation and further processing.

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BMC BRAHMAPUR

DTCN SECTION – IV

BERHAMPUR MUNICIPAL CORPORATION

GUIDELINES / PROCEDURE TO BE FOLLOWED FOR *e-procurement* THROUGH GOVT. OF ORISSA PORTAL https://tendersorissa.gov.in

(APPLICABLE TO THE INTENDING BIDDERS AND ALL CONCERNED OF THIS OFFICE)

Works Department Office Memorandum No. File No.FA-R-3 /08 /1027 / W Dt.24-01-09 on "Guidelines / Procedure to be followed in introduction of *e-procurement* in Govt. of Orissa" have been modified with some minor and essential changes to suit the administrative requirements of this office without contravening any principle/guidelines/procedure enunciated in the said memorandum which would adversely affect the said *e-procurement* procedures and practices. The Notice Inviting Bids (NIB) and the Detailed Tender Call Notice (DTCN) / Bid Documents also contain some of the following points written and described in synonymous manner. Still, in case of any anomaly, confusion, doubt, etc., over any aspect related to this Guidelines / Procedure, NIB & DTCN, decision of this office will be final and binding on the intending bidders and all concerned.

1) This modified Guidelines/Procedure consist of the procedural requirements of *e-procurement* and shall be made a part of the Detailed Tender Call Notice (DTCN) / Bid Documents / Instruction to Bidders (ITB) for all 'Work Tenders' to be hosted in the State Govt. Portal.
2) The *e-procurement* Portal of the State Govt. is **https://tendersorissa.gov.in**through which the bidding activities shall be carried out.
3) Use of valid Digital Signature Certificate (DSC) of appropriate Class (Class II or Class III) issued from a Registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities (CCA), Govt. of India such as n-Code, Sify, TCS, MTNL, e-Mudhra, etc., is mandatory for all Users.
4) The DSCs issued to the Department/Office Users are valid for a period of two years only from the date of issue of the respective DSCs. All the Department/Office Users are responsible to revalidate their DSCs 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) Govt. after careful consideration has decided to host all tenders costing Rs.20 lakhs or above **(For Urban Local Bodies of the State, this limit is Rs.2.00 lakh 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 Department and Housing & Urban Development Department. Govt. of Orissa also welcomes hosting of tenders by other Departments, Authorities, Corporations, Local Bodies, etc., of the State with prior approval from Information Technology Department. **(For all Urban Local Bodies of the State including this office, approval of IT Department has already been obtained by H & U.D. Dept., Govt. of Orissa).**
7) The *e-procurement* shall be operated compliant to the relevant provisions of OGFR/OPWD Code / Accounts Code / Government Statutes including the amendments brought from time to time to suit the requirements of the Best National Practice. **Besides, the 'Rules and**

Regulations Governing the Process of Tender Invitation, Receipt, Evaluation, Approval, etc., applicable to this office as an Urban Local Body (ULB) will also be followed without adversely affecting the present *e-procurement* Guidelines, Principle, Procedure and Practices'.

8) Registration in the *e-procurement* Portal is without levy of any charge. But Govt. reserves the right to levy any charge for such value added services in future.

9) Intending & eligible bidders Registered under Govt. of Orissa through Appropriate Public Authority(s) in the required Classes to suit the respective Works can participate in this *e-procurement*(Bidding) process after necessary enrolment in the Portal. However, other categories of bidders can also participate provided they satisfy / fulfill the DTCN Terms & Conditions on Eligibility Criteria. For further details on Eligibility Criteria of the bidders, DTCN and this 'Guidelines' should be referred by the Intending Bidders.

10) For the Role Management; "Department" is the Administrative Department, "Organisation or Wing" is the Chief Engineer or highest Tender Accepting Authority or Equivalent Officer under the Administrative Department. **(For this Bid, it is the Municipal Commissioner, Berhampur Municipal Corporation),** "Circle" is the Superintending Engineer or Equivalent Officer **(For this Bid, it is the City Engineer, Berhampur Municipal Corporation)**, "Division" is the Executive Engineer or Equivalent Officer **(For this Bid, it is the Executive Engineer, Berhampur Municipal Corporation)** and, "Sub-Division" is the Asst. Executive Engineer or Equivalent Officer **(For this Bid, it is the Asst. Executive Engineer, concerned, Berhampur Municipal Corporation)**.

11) The *e-procurement*Software assigns Role for operation of the module for specific function. The terminologies used in the Portal and their respective functions in the Software are as follows. The exact Role Assignment of the concerned Officers for different Works of this Tender/NIB will depend on the decision of the Procurement Officer – Publisher of this office (Officer Inviting the Tenders/Bids; the Municipal Commissioner, Berhampur Municipal Corporation) **(OIT)**.

a. **Application Administrator :**(NIC and State Procurement Cell, Bhubaneswar)
   i. Master Management
   ii. Nodal Officer Creation
   iii. Report Generation
   iv. Transfer and Blocking Officers

b. **Nodal Officer:** (At Organization Level not below the Rank of Superintending Engineer or Equivalent Rank) (Joint Secretary to Govt., H & U D Dept., Orissa, Bhubaneswar)
   i. Creation of Users
   ii. Role Assignment
   iii. Transfer and Blocking Officers

c. **Procurement Officer-Publisher:** (Officer having Tender Inviting Power at any Level) (For this Bid, the Municipal Commissioner, Berhampur Municipal Corporation) (Officer Inviting Tender) **(OIT)**
   i. Publishing of Tender
   ii. Publishing of Corrigendum / Addendum / Cancellation of Tender
   iii. Bid Clarification
   iv. Uploading of Pre-Bid Minutes
   v. Report Generation

d. **Procurement Officer–Administrator:** Generally Sub-Ordinate Officer to the **(OIT)**
   i. Creation of Tender
   ii. Creation of Corrigendum/ Addendum / Cancellation of Tender
   iii. Report Generation

e. **Procurement Officer – Opener:** (Generally Sub-Ordinate Officer to Officer Inviting the Tender)
   i. Opening of the Bids.

f. **Procurement Officer – Evaluator:** (Generally Sub-Ordinate Officer to Officer Inviting the Tender)
   i. Evaluation of the Bids

g. **Procurement Officer/Auditor :** (Procurement Officer – Publisher and/or Accounts Officer/Finance Officer)
   i. To take up auditing

12. **NOTICE INVITING BIDS (NIB) / INVITATION FOR BIDS (IFB) / TENDER CALL NOTICE (TCN) / NOTICE INVITING TENDERS (NIT)**

a. The 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.

b. The Officer competent to publish NIB in case of conventional bids will host the NIB in the Portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules, preferably, in the following format, to effect economy. **(A sample format of the Notice is shown below duly modified to suit the administrative and procedural requirements of this office. However, Berhampur Municipal Corporation reserves the right to change / modify the format of this notice from time to time according to its requirements)**.

BERHAMPUR MUNICIPAL CORPORATION
INVITATION OF BIDS THROUGH *e-procurement*
Bid Identification No. _____ Dt._____

1. Name of the Work : _____
2. Estimated Cost : Rs._____
3. Period of Completion : _____
4. Date & Time of Availability of the Bid Documents in the Portal: _____
5. Last Date and time for Receipt of On-Line Bids through the Portal:_____
6. Name and Address of the Officer Inviting the Bid : _____

Further details can be seen in the DTCN available in the *e-procurement* Portal
"*https://tendersorissa.gov.in*"

c. All the volumes / documents shall be Up-Loaded in the Portal by the Procurement Officer – Administrator and published by Procurement Officer- Publisher (Officer Inviting Tender) **(OIT)** using their DSCs in appropriate format so that the documents are not tampered with.

d. The tender documents published by the Officer Inviting Tender **(OIT)** (Procurement Officer – Publisher) in the website, **https://tendersorissa.gov.in** will appear in the "Latest Active Tenders" Block (Heading). The Bidders/Guest Users can Down-Load the bid documents during the period mentioned in the NIB / DTCN only. The publication of the tender will be for a specific period till the last Date & Time of Submission of Bids as mentioned in the NIB/DTCN after which the same will be removed from the list of "Latest Active Tenders"

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

a. The Procurement Officer-Publisher (Officer Inviting Tender) **(OIT)** shall publish Notice to effect any Addendum / Corrigendum / Cancellation of Tender in the website, ***https://tendersorissa.gov.in***/ Notice Board and through Paper Publication and such notice shall form part of the bidding documents.

b. The system shall generate e-mail to those bidders who have already Up-Loaded their tenders and those bidders, if they wish, can modify their tenders / bids and then resubmit. However, this procedure should be completed before the last date and time of submission of bids as mentioned in the NIB/DTCN.

14. **PARTICIPATION IN BID**

a. **PORTAL REGISTRATION:** The contractor / bidder / firm / company / Joint Venture intending to participate in this bidding process is required to register in the Portal using his / her / their active personal / official e-mail ID as his / her / their Login-ID and attach his / her / their valid Digital Signature Certificate (DSC) to his / her / their unique Login-ID. He / She / They will enter relevant information as asked for about the firm / contractor. This is a one time activity for registering in the State Govt. Portal.

i. Any bidder intending to participate as Firm/ Company/ Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the Portal in the name and style of the respective Firm/ Company/ Joint Venture. It is mandatory that the DSC issued in the name of the authorized signatory is used in the Portal.

ii. Any third party/company/person under a service contract for operation of *e-procurement* system in the State or his/her/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

b. **LOGGING TO THE PORTAL:** Intending contractor/bidder is required to type his/her/their 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 Log-In, the User's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CA stored in system database. The system checks the unique Login-ID, Password & DSC combination and authenticates the logging process for use of Portal.

c. **DOWN-LOADING OF BID:** Intending bidder can download the DTCN/Bid Documents of his/her/their choice and save it in his/her/their system to undertake necessary preparatory work off-line and Up-Load the completed tender at his/her/their convenience before the closing date and time of submission.

d. **CLARIFICATION ON BID/DTCN:** Intending bidder may ask question(s) On-Line in the *e-procurement* Portal using his/her/their DSC provided the question(s) are raised within the period of seeking clarifications as mentioned in the Notice Inviting Bids (NIB). The Officer

Inviting the Bids/Procurement Officer-Publisher/OIT will clarify queries related to the DTCN of each Work.

e. **PREPARATION OF BID DOCUMENTS/DTCN:**

i. The DTCN/Bid Documents may consist of General Arrangement Drawing or typical or any other drawing relevant to the Work for which the bid has been invited. Bidder(s) may download the drawing(s) and take out the print(s) for detailed study and preparation of his/her/their bid(s). Any other drawings and documents pertaining to each Work available with the Officer Inviting the Bids (OIT) will remain open for inspection by the bidder(s) till the last date and time of seeking and furnishing clarifications as mentioned in the NIB.

ii. Each intending bidder shall go through the DTCN / Bid Documents of the respective Work carefully and list the documents those are asked for submission. He/She/They shall prepare all documents including Cost of the Bid Documents, Bid Security/EMD, Declaration Form, Price Bid/ Financial Bid, etc., and store in the system.

f. **PAYMENT OF EMD/BID SECURITY/ADDITIONAL BID SECURITY AND COST OF BID DOCUMENTS:**

i.Additional performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shat have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (ApS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Commissioner, Berhampur Municipal Corporation within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited as per office memorandum No.-14299 Dt. 03-10-2017 of work department.

The bids of the technically qualified bidders will be opened for evaluation of the price bid. In case of the bidders quoting less bid price / rate than the estimated cost put to tender and have not furnished the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt, their price bid will not be taken in to consideration for evaluation even if they have qualified in the technical hid evaluation.

ii. Each bidder shall furnish as a part of his/her/their bid, EMD for the amount mentioned in Annexure-'A' attached to the NIB and Additional Bid Security (ABS) (if required), against the respective Work. The bidder shall scan all the written / printed pages of the Bid Security/EMD and ABS (if required) to be furnished in online only is mandatory otherwise his/her/their bid shall be declared as non-responsive and liable for rejection.

ii. The validity period of EMD to be furnished shall be not less than 120 days from the proposed Opening Date of the Bids (Financial Bids). Any bid not accompanied by the scanned copies of essential documents as mentioned in the DTCN to justify/establish the eligibility of the bidder, Bid Security/EMD, ABS (if required), Cost of the Bid Documents, etc., and not in the prescribed manner/ form/shape (as per DTCN) shall be rejected as non-responsive.

iii) Any intending bidder exempted from payment of EMD will also be able to participate in this tender directly by Up-Loading the documentary evidence towards his/her/their eligibility for such exemption.

15. **SUBMISSION OF BID:**

a. Each intending bidder shall go through the DTCN/Bid Documents carefully and prepare the required documents. Each Bid Document will consist of a Technical Bid & a Financial Bid. To qualify in the Technical Bid, each bidder will have to submit the following Documents along with his/her/their bid.

Sl. No.	**Name of the Document**	**Reference**	**To be Up-Loaded by the Bidder into the Portal alongwith the Bid Documents**	**Original to be Submitted in the Office of OIT before the Stipulated Date & Time of Opening of the Bids in a Sealed Envelope duly Superscribed as per this 'Guidelines' Sl.No.14 (f) (iii)**	**Submission of the Document whether Mandatory or Optional**
1	**2**	**3**	**4**	**5**	**6**
1.	Letter showing Submission of the Bid	Proforma attached to the DTCN	Letter attached to the DTCN to be filled up and signed by the Bidder and the scanned copy is to be Up-Loaded On-Line alongwith the Bid	Original	Mandatory
2.	Bid Cost	Amount as mentioned in Annexure-'A' of the NIB for the respective Work in the form/shape/ manner prescribed in the DTCN	Scanned Copy	Online	Mandatory

3.	Earnest Money Deposit (EMD) / Bid Security	Amount as mentioned in Annexure-'A' of the NIB for the respective Work in the form/shape/ manner prescribed in the DTCN	Scanned Copy	Online	Mandatory
4.	Exemption of EMD for Engineer Contractors	As per DTCN	Scanned Copy	Self Attested Copy	Mandatory, if applicable
5.	Additional Bid Security (ABS) (if any)	Amount should not be less than 2% of the Estimated Cost of the respective Work as mentioned in Annexure-'A' of the NIB in the shape/form/manner prescribed in the DTCN	Scanned Copy	Online	Mandatory, after Technically evaluation
6.	GST Clearance Certificate in the form as applicable and prescribed by Govt. of Orissa or the State Govt. under which the Bidder is currently Registered or the Central Govt., as the case may be	As per DTCN	Scanned Copy	Self Attested Copy	Mandatory
7.	PAN / TAN	As applicable	Scanned Copy	Self Attested Copy	Mandatory
8.	Registration Certificate as a Contractor	As per DTCN	Scanned Copy	Self Attested Copy	Mandatory, if applicable
9.	Empanelment Certificate as a Contractor under this Office.	As per DTCN	Scanned Copy	Self Attested Copy	Optional

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10.	Affidavit showing that all the documents and information furnished are true and correct	As per DTCN	Scanned Copy	Original	Mandatory
11.	No Relationship Certificate	As per DTCN	Scanned Copy	Original	Mandatory
12.	List of Tools/Plants and Machineries either in Possession or Proposed to be Hired and Deployed / Used for the Work	As per DTCN	Scanned Copy	Self Attested Copy	Optional
13.	Information regarding current Litigation and/or Criminal Cases pending / running, etc.	As per DTCN	Scanned Copy	Self Attested Copy	Mandatory
14.	Declaration	As per DTCN	Scanned Copy	Original	Mandatory

b. The Financial Bid of each Work shall consist of the Bill of Quantities (BOQ) and any other price related information/undertakings.

c. The protected Bill of Quantities (BOQ) Up-Loaded by the Procurement Officer-Publisher for the Bid is the authentic BoQ. Any alteration or deletion or manipulation in BOQ by any bidder shall lead to cancellation/ rejection of his/her/their bid.

d. Each intending bidder shall Up-Load the scanned copies of the documents in support of his/her/their eligibility criteria and qualification information in the prescribed form in Portable Document Format (PDF) at the designated locations of the Technical Bid.

e. Each intending bidder shall write his/her/their name in the space provided at the specified location in the Protected Bill of Quantities (BOQ) published by the OIT. The bidder shall type the Rates in Figures only in the Rate Column of the Respective Item(s) without leaving any blank cell in the Rate Column in case of Item Rate Tenders/Bids and type the Percentage Excess or Less upto one decimal place only in case of Percentage Rate Tenders/Bids.

f. Each intending bidder shall Log-On to the Portal with his/her/their DSC and move to the desired Tender/Bid for Up-Loading the documents in appropriate place one by one simultaneously checking the documents.

i. No bid can be submitted after the stipulated date and time. Any bid, once submitted, cannot be viewed, retrieved or corrected. However, for re-submission and withdrawal of bids, the bidders are required to refer Sl. No. 18 below of this

'Guidelines'. Each bidder should ensure correctness of the bid prior to Up-Loading and take print-out of the system generated summary of submission to confirm successful Up-Loading of the bid. The bids cannot be opened even by the OIT or the Procurement Officer-Publisher/Opener before the stipulated date and time of opening.

ii. 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.

iii. The bidder should ensure clarity/legibility of the documents Up-Loaded by him/her/them to the Portal.

iv. The system shall require all the mandatory forms and fields to be properly filled up by each bidder during the process of submission of his/her/their bid.

v. Each bidder should check the system generated confirmation statement on the status of the submission.

vi. The bidder should Up-Load sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

vii. The Officer Inviting Tender (OIT) / Procurement Officer-Publisher is not responsible for any failure, malfunction, or break-down of the electronic system used during the *e-procurement* process.

viii. The bidder is required to Up-Load documents related to his/her/their eligibility criteria and qualification, information and Bill of Quantities duly filled in. It is not necessary for the part of the bidder to Up-Load the drawings and other bid documents (after signing) while Up-Loading his/her/their bid. It is assumed that the bidder has referred all the drawings and documents Up-Loaded by the Officer Inviting the Tender.

ix. Any bidder, seeking any revision of rates or backing out of the bidding process after submission of his/her/their bid claiming for not having referred to any aspect provided in the Bid Documents by the Officer Inviting the Bids (OIT) will be construed as a plea to disrupt the bidding process and in such cases the Bid Security furnished by him/her/them shall be forfeited with other follow-up actions against the respective bidder as deemed proper by the (OIT).

x. The bidder will not be able to submit his/her/their bid after expiry of the date and time of submission of the bids (Server Time). The date and time of bid submission shall remain unaltered, even if the specified date for the submission of bids is declared as a holiday for the Officer Inviting the Bid (OIT).

16. **SIGNING OF BID:**

The 'On-Line Bidder' shall digitally sign on all statements, documents, certificates, Up-Loaded by him/her/them 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/her/their EMD/Bid Security shall stand forfeited and the bidder will be liable to be **Blacklisted.**

17. **SECURITY OF BID SUBMISSION:**

a. All the bids Up-Loaded by the bidders into the Portal will be encrypted.

b. The encrypted bids can only be decrypted/opened by the authorized openers on or after the stipulated date and time.

18. **RE-SUBMISSION AND WITHDRAWAL OF BIDS:**

a. Re-submission of bid for any Work by any bidder for any number of times before the final date and time of submission is allowed.

b. Re-submission of any bid shall require Up-Loading of all the documents including Price Bid/ Financial Bid afresh.

c. If any bidder fails to submit his/her/their modified bid within the stipulated date and time, the system shall consider only the last bid submitted.

d. Each 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.

e. Any bidder can withdraw his/her/their bid submitted for any work before the last date and time of bid submission (as per Portal Server Time) closure date and time by Up-Loading scanned copy of a letter addressing to the Procurement Officer-Publisher (Officer Inviting Tender) (OIT) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the stipulated date and time.

19. **OPENING OF THE BIDS:**

a. Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date and time.

b. All bid openers have to Log-In to the Portal to decrypt the bids submitted by the bidders.

c. The bidders and 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.

d. 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.

e. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

f. During bid opening, the sealed envelopes/covers received within the specified time schedule containing original financial instruments towards Cost of the Bid Documents and Bid Security and other essential /eligibility documents and optional/preferred documents will be opened and declared one by one by the Procurement Officer-Opener. However, the Procurement Officer-Opener shall continue opening of other documents, if he is satisfied about the appropriateness of the Cost of theBid Documents and the Bid Security for each Work.

g. Combined Bid Security for more than one Work is not acceptable. Similarly, no bidder should submit his/her/their documents for two or more Works in a single sealed cover/envelope. Violation of this condition by any bidder will render all the bids (for which the documents are furnished in a single sealed cover) liable for rejection. However, in such cases, decision of the OIT or the Procurement Officer-Publisher shall be final and binding on all concerned.

h. The electronically submitted bids may be permitted to be opened by the pre-defined Bid Opening Officer(s) from his/her/their new location(s), if he/she/they is/are transferred after the issue of 'Notice Inviting the Bids' and before 'Bid Opening'. Further action on bid documents shall be taken by the new incumbent of the post.

20. **EVALUATION OF THEBIDS:**

a. All the opened bids shall be Down-Loaded and printed for evaluation process. The Procurement Officer-Opener shall sign on each page of the documents Down-Loaded and furnish a certificate that the Tender/ Bid Documents, as available in the Portal for the respective Works have been Down-Loaded.

b. The Procurement Officer-Evaluators shall take up evaluation of bids with respect to the eligibility/qualification documents and other information furnished subject to confirmation of the Bid Security by the issuing institutions.

c. After receipt of satisfactory confirmation about the Bid Security received for each Work, each bidder may be asked in writing to clarify on the documents provided in the Technical Bid, if necessary, with respect to any doubt or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical evaluation of the Tenders/Bids, 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.

d. The bidders will respond in not more than 7 days from the date of issue of the clarification letter by this office, failing which the bid of the bidder will be evaluated on its own merit.

e. Technical evaluation of all bids shall be carried out as per information furnished by the bidders. But evaluation of bids does not exonerate any bidder from checking his/her/their original documents by this office at later date. If any bidder is found to have misled the evaluation process through wrong information, action as per relevant clause of DTCN/Bid Documents shall be taken against the bidder.

f. The Procurement Officer-Evaluator will evaluate the Technical Bids and finalize the List of Responsive Bidders (Technically).

g. The Financial Bids of the Technically Responsive Bidders shall be opened on the Stipulated Date and Time of Opening. The Procurement Officer-Opener shall Log-In to the system in sequence and open the Financial Bids.

i. The 'Financial Bids' of the 'Technically Responsive Bidders' only will be opened on the stipulated date and time in the presence of the bidders or their authorized representatives who wish to remain present.

ii. The Responsive Bidders' Names, Bid Prices, Item-Wise Rates, Total Amount of Each Item, in case of Item Rate Tenders/Bids, and Percentage Above or Less in case of Percentage Rate Tenders/Bids, will be announced.

iii. Procurement Officer-Opener shall sign on each page of the Down-Loaded BoQ and the Comparative Statement and furnish certificate to that respect for each Work.

iv. Bidder(s) can witness principal activities and view the documents/ summary reports for any Work by logging to the Portal with his/her/their DSC from anywhere.

21. **NEGOTIATION ON THE BIDS:**

After opening of the Financial Bids, the OIT may ask the 1st and 2nd Lowest Bidders of each Work to produce the Originals of the Documents as mentioned in the DTCN. Both the bidders should respond promptly and instantly (within maximum allowable time to be intimated by the OIT) to avoid penalty and action. For examination, evaluation, and comparison of bids, the Officer Inviting the Bids (OIT) may, at his discretion, ask the 1st Lowest Bidder for clarification on his/her/their rates including reduction of rate/cost on negotiation and breakdown of unit rates.

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

a. The Officer Inviting the Tender (Municipal Commissioner, Berhampur Municipal Corporation) (OIT) shall intimate the successful bidder of each Work about acceptance of his/her/their bid/tender prior to expiry of the validity period of the Tender/Bid. Intimation may be given through Fax/e-mail/Telephone (if possible) in addition to the conventional system of sending Letter of Intent through Regd. Post or physically by the Messenger of this office (Optional and Limited to Berhampur Municipal Corporation Territory Jurisdiction). This Letter of Intent is a very important document and will contained many aspects of the Work/. Such a written statement of intimation is called 'Letter of Acceptance' or 'Letter of Intent' of each Work. In this letter, the Tender Accepting Authority will state the sum that the Officer Inviting the Tender (OIT) will pay the Contractor in consideration of the Execution and Completion of the Work by the Contractor/Successful Bidder. The letter will also contain the amount of Additional Performance Security (APS) to be deposited (if required). The issue of Letter of Acceptance/ Letter of Intent shall be treated as 'Closure of the Bidding Process and Commencement of the Contract' for the respective Work.

b. The Contractor/Successful Bidder for each Work, after furnishing the required ISD, Additional Performance Security (APS) (if required) in prescribed form, submission of balance documents and compliance of all the observations made in the Letter of Intent and after drawl of the Agreement, then, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall Up-Load the scanned copy of the Work Order into the Portal and declares the 'Bidding Process as Complete'.

Sd/-

Municipal Commissioner
Berhampur Municipal Corporation

DTCN SECTION – V

INSTRUCTIONS TO THE BIDDERS ON SUBMISSION OF BIDS

1. SUBMISSION OF EMD/BID SECURITY AND COST OF THE BID DOCUMENTS :

During submission, each bid must be accompanied Bid Security/ EMD as specified in Annexure – 'A' of the NIB in online only (as applicable)

2. GST CLEARANCE CERTIFICATE (GST CC) IN THE FORM PRESCRIBED BY GOVT. OF ORISSA FOR CONTRACTORS :

Each bidder should submit self-attested copy of valid Orissa GST CC alongwith his/her/their bid, failing which his/her/their bid will be rejected as non-responsive. However, the intending bidders, registered outside the State of Orissa and not registered as per Orissa GST Act, are also allowed to participate in this bidding process subject to the condition that each such bidder should submit an undertaking in the form of an Affidavit stating that he/she/they are not registered under Orissa GST Act as he/she/they have not registered for any business in this State (Orissa) and he/she/they have no liability under Orissa GST Act. He/She/They should submit an undertaking in the same Affidavit that, if becomes a successful bidder then, he/she/they will produce the Orissa GST Clearance Certificate in the Prescribed Form within 15 days from the date of issue of Letter of Intent, failing which, he/she/they will be treated as a defaulter bidder and, in such a case, action as deemed fit will be taken against the bidder by the OIT. But in all such cases, each intending bidder will have to Submit / Up-Load, alongwith his/her/their bid, the scanned copy of the valid GST CC or valid Sales Tax Registration and Clearance Certificate (or equivalent certificate as prescribed by the Central Govt. or the respective State Govt., under which the intending bidder is currently registered as a Contractor of equivalent Grade / Class / Category) readily available with him/her/them. This condition of GST CC submission is also applicable to the intending bidders having Valid CST Registration and Clearance Certificate. The originals of such documents related to GST CC (valid and readily as available) should be produced by each bidder before the OIT within seven days after Opening of the Bids, failing which his/her/their offer/bid will be rejected as non-responsive.

3. SUBMISSION OF ADDITIONAL BID SECURITY (ABS)

Bidder(s) desirous to hire machineries or equipments from outside the State of Orissa is/are required to furnish 2 % of the Estimated Cost mentioned in Annexure- 'A' against the respective Work as Additional Bid Security (ABS). This Additional Bid Security (ABS) should be on line only. The EMD and ABS shall stand forfeited with other follow-up actions as deemed fit against each such successful bidder if he/she/they failed to mobilize, deploy and use the Tools, Plants and Machineries for the work within time to suit the Stipulated Project Completion Period.

4. SUBMISSION OF INITIAL SECURITY DEPOSIT (ISD) :

Each successful bidder, after being intimated about acceptance of his / her / their bid (to be mentioned in the Letter of Intent) will have to furnish Initial Security Deposit (ISD) (the amount to be mentioned in the Letter of Intent). The amount of ISD to be deposited for each Work shall be such that the total amount of ISD put together shall not be less than 2% of the Accepted Tender Value. The amount in form of Deposit receipt of Schedule Bank / KissanVikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office TimeDeposit Account duly pledged in favour of the **Commissioner, Berhampur Municipal Corporation, Berhampur** & payable at **Berhampur** and in no other form.The agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **Commissioner, Berhampur Municipal Corporation, Berhampur**, **Ganjam**.

5. SUBMISSION OF ADDITIONAL PERFORMANCE SECURITY (APS) :

Additional performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shat have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (ApS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Commissioner, Berhampur Municipal Corporation within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited as per office memorandum No.-14299 Dt. 03-10-2017 of work department.

6. DEDUCTION & WITHHOLDING OF PERFORMANCE SECURITY DEPOSIT (PSD) OR SECURITY DEPOSIT (SD) :

In addition to the EMD and ISD, Security Deposits (SD) will also be deducted / withheld and will be considered for refund as per Rules, DTCN and Agreement Terms & Conditions (Sample Copy of the Standard Agreement Form is appended to the DTCN).

7. RETURN OF EMD, APS &ABS:

Cost of Bid Documents/ DTCN and GST are non-refundable. Retention or refund of the EMD/ Bid Security, ABS (if any), etc. of each Work will be governed by the following principles. EMD / Bid Security and ABS (if any) of the Unsuccessful Bidders of **'General & Technical Bids',** after finalization and evaluation of the bids (With Respect to Eligibility Criteria and required Technical Aspects), will be considered for refund (if otherwise found refundable as per DTCN Terms and Conditions), after 15 days from the date of opening of the **'General & Technical Bids',** on application / request**.**

EMD/Bid Security and ABS (if any) furnished by the bidders for each Work except the First & Second Lowest Bidders (as per the Opened Financial Bids) will be considered for refund (if otherwise found refundable as per DTCN Terms and Conditions), after 15 days from the date of opening of the Financial Bids, on application / request.

EMD / Bid Security and ABS (if any) furnished by the Second Lowest Bidder of each Work (as per the Opened Financial Bids) will be considered for refund (if otherwise found refundable as per DTCN Terms and Conditions), after 30 days from the date of acceptance of the tender, on application / request.

8. RETENTION, REFUND AND FORFEITURE OF EMD, ISD AND PSD/SD OF THE SUCCESSFUL BIDDER:

Retention or Refund or Forfeiture of the EMD,ISD, ABS (if any), APS (if any), S .D. and other such financial deposits (whether interest bearing or not) of the successful bidder will be governed by the terms and conditions of the DTCN and Agreement to be drawn.

9. UP-LOADING THE BIDS USING SCANNED COPIES AND SUBMISSION OF THE ORIGINAL DOCUMENTS:

Digitally Scanned and Legible Copies of the Valid Documents enlisted below should be properly Up-Loaded by each intending and eligible bidder through the Portal along with his/her/their bid(s) at appropriate/ proper place/ slot.**The successful lowest bidder will produce the original of all scanned documents forverification within 5 days of opening of the tender (Price Bid). In the eventuality offailure on the part of the lowest successful bidder to produce the original documents,he will be debarred in future from participating in tender for three years and will beblacklisted by the competent authority. In such a situation, successful L-2 bidder willbe required to produce his original documents for consideration of his/her tender atthe negotiated rate equal to L-1 bidder**.

10. LIST OF DOCUMENTS REQUIRED TO BE SUBMITTED BY THE INTENDING BIDDER FOR EACH WORK / PACKAGE TO JUSTIFY HIS/ HER/ THEIR ELIGIBILITY FOR BIDDING:

Sl. No.	Name of the Document	Reference	To be Up-Loaded by the Bidder into the Portal along with the Bid Documents	Original to be Submitted in the Office of OIT before the Stipulated Date & Time in a Sealed Envelope duly Super scribed as per DTCN, 'Guidelines' Sl.No.14 (f) (iii)	Document to be Submitted by the 1st& 2nd Lowest Bidders within Seven Days from the Date of Opening of the Bids
1	2	3	4	5	6
.	Letter showing Submission of the Bid	Performa attached to the DTCN	Letter attached to the DTCN to be filled up and signed by the Bidder and the scanned copy is to be Up-Loaded On- Line along with the Bid	Original	-

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2.	Bid Cost of Each DTCN/ Bid Documents	Amount as mentioned in Annexure-'A' of the NIB for the respective Work in the form/shape/ manner prescribed in the DTCN		Online	-
3.	Earnest Money Deposit (EMD) / Bid Security	Amount as mentioned in Annexure-'A' of the NIB for the respective Work in the form/shape/ manner prescribed in the DTCN		Online	-
4.	Exemption of EMD for Engineer Contractors	As per DTCN	Scanned Copy	Self Attested Copy	-
5.	Additional Bid Security (ABS) (if any)	Amount should not be less than 2% of the Estimated Cost of the respective Work as mentioned in Annexure-'A' of the NIB in the shape/form/manner prescribed in the DTCN	Scanned Copy	Online	-
6.	GST Clearance Certificate in the form as applicable and prescribed by Govt. of Orissa or the State Govt. under which the Bidder is currently Registered or the Central Govt., as the case may be	As per DTCN	Scanned Copy	Self Attested Copy	Original
7.	PAN / TAN	As applicable	Scanned Copy	Self Attested Copy	Original
8.	Registration Certificate as a Contractor	As per DTCN	Scanned Copy	Self Attested Copy	Original

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9.	Empanelment Certificate as a Contractor under this Office.	As per DTCN	Scanned Copy	Self Attested Copy	Original
10.	Affidavit showing that all the documents and information furnished are true and correct	As per DTCN	Scanned Copy	Original	-
11.	No Relationship Certificate	As per DTCN	Scanned Copy	Original	-
12.	List of Tools/Plants and Machineries either in Possession or Proposed to be Hired and Deployed / Used for the Work	As per DTCN	Scanned Copy	Self Attested Copy	Original
13.	Information regarding current Litigation and/or Criminal Cases pending / running, etc.	As per DTCN	Scanned Copy	Self Attested Copy	Original
14.	Declaration	As per DTCN	Scanned Copy	Original	-

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DTCN SECTION – VI

CONDITIONS OF CONTRACT & AGREEMENT FORM

(APPLICABLE FOR BERHAMPUR MUNICIPAL CORPORATION)

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1. INSTRUCTION TO THE BIDDERS :

Each successful bidder will have to enter into an agreement with this office. The Standard Contract/Agreement Form prescribed by the Govt. and presently being adopted by the Line Engineering Departments for '**Percentage Rate Contract / Agreement'** (P_1 Agreement Form) has been changed / modified marginally to suit the organizational structure and Administrative Requirements of this office according to 'The Orissa Municipal Corporation Act, 2003', 'The Orissa Municipal Corporation Rules, 2004' and subsequent executive instructions received from H & U.D. Department, Govt. of Orissa till date on, "Invitation of Tenders, Signing of Agreements and Award of Works, etc." A sample format of the Contract/ Agreement Form (applicable for this office) has been appended to the DTCN in this section for thorough perusal of each intending bidder. The terms and conditions mentioned in this **Section–VI** may not be synchronous with the contents of **DTCN Sections - I to IV and VII to**

IX. If any difference is noticed / observed / found over any aspect / point / clause, then the information / instruction / terms and conditions mentioned in the **DTCN Sections - I to IX**, except **Section – VI**, will have over riding effect on the corresponding aspects and clauses of **DTCN Section – VI (this Section)**. Wherever required and / or found essential, **OPWD Code**, **Orissa Municipal Corporation Act, 2003 Orissa Municipal Corporation Rules, 2004** and other such **Govt. Statutes** as amended from time to time should be referred for **Guidance, Rules, Procedures and Practices.** Still, if any doubt arises or any clarification is required by any bidder, then the bidder is urged to request for the same in writing within the specified time as mentioned in the NIB and DTCN. (The Last Date and Time for Seeking and Furnishing Clarifications On-Line and Off-Line). In all such cases, decision of Berhampur Municipal Corporation communicated by the Municipal Commissioner shall be final and binding on the bidders and this office.

No objection/ suggestion/claim from anybody/ organization/bidder will be entertained and acceptable by this office regarding contents, terms and conditions of the Agreement Form, now or ever.

2. DRAWL OF MAIN AGREEMENT AND SUPPLEMENTARY AGREEMENT(S), IF ANY:

If found essential, at any stage after issue of Work Order and during progress of any Work, Supplementary Agreement(s) between the successful bidder and this office can be drawn at mutually agreed terms and conditions. This Supplementary Agreement(s) will be treated as an addendum to the Main Agreement and its terms and conditions, in no case, can override the terms and conditions of the DTCN/Bid Documents and the Main Agreement. The first page of each Agreement (Main / Supplementary) will have to be drawn on non-judicial stamp paper of worth Rs. 3/- or more (as per availability) and each extra page/ extended sheet/ continued page of the Agreement shall be a standard A 4 size white paper. However, no standard format of any Supplementary Agreement has been devised by this office and hence not appended to the DTCN. The format and terms and conditions of Supplementary Agreement(s) will vary from Work to Work and can be mutually decided between the successful bidder and this office. Drawl of Supplementary Agreement(s) cannot be forced upon either Parties of the Main Agreement and will neither be drawn nor will be mandatory if both the Parties do not agree to draw the same. But once

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drawn, the Supplementary Agreement(s) will attain the statutory powers and authority similar to the Main Agreement. Violation of terms and conditions of the Supplementary Agreement(s) will be dealt in accordance with the conditions laid down / to be laid down in the Main Agreement, Supplementary Agreement(s) and the DTCN/ Bid Documents.

3. CONTRACT/AGREEMENT FORM:

A sample copy of the '**Percentage Rate Agreement Form**', applicable for this office is furnished below. But in any case, the Agreement / Contract, as a whole, is a systematic combination of many documents. It will consist of the documents mentioned in Para 3.5.27 of OPWD Code, Vol. I. It will also contain the complete Bid Documents furnished and submitted by the Successful Bidder. The Agreement Form duly filled in, negotiation letter (s), comparative / evaluation statement (s) and all such other document / financial instruments, as considered necessary by this office for inclusion in the Agreement / Contract, will also form a part of it. All the pages of the Agreement/ Contract should be properly filled up and completed, signed afresh (again, wherever necessary) using indelible ink (blue) by the Bidder (Authorised Signatory in case of Company / Firm / Joint Venture) and by the Municipal Commissioner on the same date in presence of each other in the office of Municipal Commissioner, Berhampur Municipal Corporation. The non-judicial stamp paper of worth Rs.3/- or above shall be purchased by the Bidder (in the name of the Organisation in case of Company / Firm / Joint Venture) on or before the date (as per prescribed limit) of drawl of the Agreement.

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PERCENTAGE RATE
AGREEMENT /CONTRACT

No._____

Name of the Work : _____

Corporation Resolution (CR)
No.& Date or A.A.No.& Date : _____

Estimated Amount sanctioned
as per C.R. or A.A. : _____

Name of the Contractor : _____

Accepted Tender Value /
Agreement Value : _____

Stipulated Date of
Commencement : _____

Stipulated Date of
Completion : _____

Extension of Time (if any)
Granted Upto : _____

Authority and No. & Date in
which Extension of Time has
been Granted (if any) : _____

Certified that this Agreement contains (_____) number of pages only.

(Numbered manually using blue / black / red indelible ink pen)

REFERENCE TO PASS / PAYMENT OF BILLS

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Serial No. of Bills	M.B.No.	Page No.	Vr.No.	Date	Gross Amount of the Bill	Gross Amount Passed for the Work	Initials of Accountant/ H.A. (P.W.D)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

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BERHAMPUR MUNICIPAL CORPORATION

PERCENTAGE RATE TENDER AND CONTRACT / AGREEMENT FOR WORK

NOTE* : *Schedule – XLV, Form No. 61 of Govt. of Orissa prescribed for Percentage Rate Agreements/Contracts is herewith changed/modified, marginally in accordance with Para 3.5.6., 3.5.22 & 3.5.27 of OPWD Code, Vol.-I and, Orissa Municipal Corporation Act, 2003, Section: 277, 278, 284, 633 & 693 (3), to suit the Organisational Structure and Administrative Requirements of Berhampur Municipal Corporation.

General Rules and Directions for Guidance of the Contractors

1. The works proposed for execution by contract will be notified in a form of invitation to tender pasted on the Notice Board hung-up in the office and signed by the competent authority. This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening the tenders and also the amount of earnest money to be deposited and amount of the initial security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tenders shall also be kept open for inspection by the contractor in the office inviting the tender during office hours.

2. In the event of tender being submitted by a firm it must be signed separately by each members thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do so.

3. Receipt for payment made on account of work, when executed by a firm must also be signed by the several partners, except where the contractor are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Office Inviting the Tender and their issue rates shall be filled in and completed in the concerned office before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before delivery of his tender.

5. All contractors for the purpose of participation in tender have to deposit 1% of the bid amount as Earnest Money (EMD)on line only at the time of

submission of tender and another 2% of the bid amount at the time of drawl of agreement as Initial Security Deposit (ISD) in the following manner.

i) Deposit Receipt of Schedule Bank,
ii) KissanVikashPatra,
iii) Post Office Saving Bank Account,
iv) National Savings Certificate,
v) Post Office Time Deposit Account,

Besides Earnest Money and Initial Security Deposits (EMD and ISD), Contractors of Super, Special, A & B Classes will be required to furnish Security Deposit (SD) by way of deduction from their bills at the rate of 5% of the gross amount of each bill whereas in case of C & D Class Contractors, such deduction will be made at the rate of 3% of the gross amount of each bill. Thus the total Security Deposits (SD) of the Contractors will be 7% for Super, Special A & B Class and 5% for C & D Class Contractors.

Provided that in case of tenders relating to externally aided projects / any other work of special nature, State Government may prescribe extra percentage towards Earnest Money Deposit (EMD) and Initial Security Deposit (ISD).

6. Any person who submits a tender shall fill up the usual printed forms stating at what rate he is willing to undertake each item of work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of the invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished or which are not accompanied by the required earnest money will be liable to rejection. No tender shall include offer for more than one work, but contractors who wish to tender for more than one work, shall submit separate tender for each work. The name of the work to which the tender relates, should be written on the envelop containing the tender.

7. The competent authority or his duly authorised assistant will open the tenders in the presence of any intending contractors who may be present at the time and may note down the rates of tenderers. In the event of tender being rejected the earnest money furnished therewith shall thereupon be returned to the tenderer.

8. The authority competent to accept the tender reserves the right of rejecting all or, any of the tenders without assigning any reason therefore.

In the event of a tender being selected for acceptance, the Authority / Officer, who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and the other documents mentioned in Rule 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tenders shall also deposit the required amount of the security money (ISD) within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Authority may reject the tender. If the **Officer Inviting the Tender** (OIT) is not competent to accept the tender himself / herself, he/she will inform the tenderer of the tender which he decides to recommend for acceptance. Such tenderer shall thereupon sign forthwith copies of the specifications and other documents mentioned in Rule 1 and 4. The tender with the specifications and other documents, signed by the tenderer will then be forwarded for acceptance to the competent authority. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money (ISD) and APS (if required). No tender shall be finally accepted until the required amount of the security money has been deposited.

9. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deductions of 5% or 3%, as the case may be of the amount of each payment to be made to him under clause 6 of the Conditions of Contract of the Work.

10. When the tender has been selected for acceptance and the required amount of the security money has been deposited, the **OIT** shall scrutinize all pages of the form, item, rate, tender and contract for the work to see that the form has been properly filled up and signed by the contractor and signature witnessed. He shall then, accept the tender, if he is competent to do so or if he is not so competent, shall send the tender for acceptance to the authority competent to accept it.

TENDER FOR WORKS

I/We hereby tender for execution, for Berhampur Municipal Corporation, Orissa of the Work specified in the under written memorandum at the Rates specified therein within a period of ……. years ……. months ……. days from the date of written order to commence (Date of Issue of Work Order) and in accordance, in all respects, with the specifications, designs, drawings and other documents referred to in Rule hereof and subject to the annexed conditions of contract and with such materials as are provided for by, and in all other respects, in accordance with, such conditions so far as applicable.

MEMORANDUM

Agency :

[a] If several sub-works are included they should be detailed in a separate list

(a) Name of the Work :

(b) Estimated Cost : Rs.

(c) Earnest Money Deposit (EMD) : Rs.

(d) Agreement Amount/ Value : Rs.

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[e] This Deposit will be 2 Percent of the Estimated Cost of the Work

(e) Initial Security (including Earnest Money) to be Deposited before the Commencement of the Work : Rs.

[f] This Percentage Deduction from Bill (s) will be Credited to the Contractor's Security Deposit (SD)

(f) Percentage to be Deducted from the Bill(s) of the Contractor towards P.S.D. / S.D.

a) 5% for A and B Class Contractors

b) 3% for C and D Class Contractors

(g) Time Required for the Work from Date of Written Order to Commence (from the Date of issue of Work Order) : _____ days

(h) Date of Written Order to Commence:

(i) Total Number of Items of the Work Tendered for : _____ Nos. of Items only

Sl. No./ Item No.	Description of the Items of the Work	Rate as per Sanctioned Estimate			Accepted Percentage (%) Excess (+) or Less (-)
		In Figures		In Words	
		Rs.	Ps.		

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(Extra Sheets / Pages (A_4 size) are to be Attached, if Required)

Sl. No./ Item No.	Description of the Items of the Work	Rate as per Sanctioned Estimate		Accepted Percentage (%) Excess (+) or Less (-)
		In Figures	In Words	

		Rs.	Ps.		

Total Estimated Cost of the Work	Quoted Rate by the Tenderer	Agreement Value (Accepted Tender Value)

TOTAL : …… (……) ITEMS ONLY.

N.B.: GST, Income Tax, Royalties, Labour Cess, etc., as Applicable will be Deducted from the Bill (s) of the Contractor against the Portions of Work done.

Should this tender be accepted, I / We hereby agree to abide by and fulfill all the terms and provisions of the said Conditions of Contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to Berhampur Municipal Corporation, Orissa the sums of money mentioned in the said conditions.

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BMC BRAHMAPUR

Signature of the Bidder

Dated the Day of 20

* **Witness:**
Address:
Occupation:

* Signature of the Witness to one Tenderer's Signature

The above Agreement is hereby accepted by me on behalf of Berhampur Municipal Corporation, Orissa

Signature of the Officer by whom Accepted

Dated the Day of 20

CONDITIONS OF CONTRACT

Clause 1: All compensation or other sums of money payable to Berhampur Municipal Corporation by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of the security deposit or any part thereof.

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BMC BRAHMAPUR
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Clause 2(a): Compensation for Delay:
The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to half percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday that the work remains uncommenced, or unfinished after the proper dates (the work should not be considered finished until such date as this office shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Engineer-in-Charge or his authorised Sub-Ordinate(s), are fully complied with by the contractor to the Engineer-in-Charge's satisfaction). And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the

work, before one half of such time has elapsed and three fourth of work before three fourth of such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Berhampur Municipal Corporation (whether paid in full at a time or deducted by installment) the Engineer-in-Charge / Municipal Commissioner on behalf of Berhampur Municipal Corporation, Orissa shall have the power to adopt any of the following courses, as it may deem best suited to the interest of this office.

i) Rescission of Contract: To rescind the contract (of which rescission notice in writing to the contractor under the hands of the Municipal Commissioner shall be conclusive evidence) 20% of the value of the left over work will be realized from the contractor as penalty.

Contractor Remains Liable to Pay Compensation if Action not Taken Under Clause-1 :

In the event of above course being adopted by Berhampur Municipal Corporation, Orissa, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to, the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Engineer-in-Charge/Municipal Commissioner shall have certified in writing the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

ii) Security deposit of the contractor shall be refunded after one year from the date of completion of the work provided the final bill has been paid and defects, if any, rectified.

Clause 3: Power to Take Possession of or Require Removal or Sell Contractor's Plants:

In any case in which any of the powers, conferred upon by the Engineer-in-Charge/Municipal Commissioner by Clause 2 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable. In the event of any future case of default by the contractor of which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge/Municipal Commissioner putting in force the powers vested with him under the preceding clauses may be, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge/Municipal Commissioner whose certificate thereof shall be final, otherwise the Executive Engineer may send a notice in writing to the contractor or his clerk of the works, foreman or other authorised agent requires him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge/Municipal Commissioner may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Engineer-in-Charge/Municipal Commissioner as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause 4: Extension of Time:

If the contractor shall desire an extension of time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge/Municipal Commissioner within 30 days from the date of occurrence of the hindrance on account of which he/she/they desire(s) such extension as aforesaid and the Engineer-in-Charge/Municipal Commissioner shall, if in his opinion (which shall be final), that the grounds shown is/are reasonable, authorise such extension of time, if any, as may in his opinion, be necessary or proper. The Engineer-in-Charge / Municipal Commissioner shall, at the same time inform the contractor whether he claims compensation, if any, for delay.

Clause 5: Final Certificate :

On completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-Charge/Municipal Commissioner of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Engineer-in-Charge/Municipal Commissioner in the site plan) on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleared off the dirt from wood work, doors, windows, walls, floors or other parts of any building in, upon or above which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the officers of this office in accordance with the rules, whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge/Municipal Commissioner may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Sub-Clause to Clause 5: If in the opinion of the Engineer-in-Charge/Municipal Commissioner which shall be final and binding on the contractor, occupation or utilization of a portion of the work completed in no way interferes with the progress of rest of the work, the same may be occupied or utilized by Berhampur Municipal Corporation under the written order of the Engineer-in-Charge/Municipal Commissioner. This will not impede the right of the Engineer-in-Charge/Municipal Commissioner to get the defects, if any, rectified by the contractor at his/her/their own cost from the date of completion of the whole work, provided that the contractor will not be allowed any other compensation in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause – 6 : Payment on Intermediate Certificate to be Regarded as Advance and Bill to be submitted monthly :

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge/Municipal Commissioner for all works executed in the previous month and the Engineer-in-Charge/Municipal Commissioner or his subordinates shall take the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the

expiry of Ten Days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge/Municipal Commissioner or his subordinates shall measure-up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-Charge/Municipal Commissioner or his subordinate shall prepare bill(s) from such list which shall be binding on the contractor in all respects.

Provided that if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskill full work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract or any part thereof in any respect, or accrual of any claim nor shall it conclude, determine or effect in any way the powers of Engineer-in-Charge/Municipal Commissioner under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or affect the contract. Bill for this work shall be prepared at the estimated rates for individual items only and the percentage excess/ less will be added / subtracted from the gross amount of the bill.

Clause – 7 : The final bill shall be prepared by the concerned officers of this office in accordance with the rules in the presence of the contractor within one month of the date fixed for completion of the work.

BMC BRAHMAPUR

Clause – 8:Stores Supplied by this Office :

If the specifications or estimate of the work provides for the use of any special description of materials to be supplied from this office store, or if it is required that the contractor shall use certain stores to be provided by this office under the conditions of this contract (such materials and stores, and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as, in any way, to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed, the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government Securities, the same or a sufficient portion thereof

being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of this office and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge/Municipal Commissioner Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to this office store, at the prevailing market rate or at the stock/issue rate, whichever is less, if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause – 8(a) : If a contractor removes any material or stock so supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose off the same dishonestly, he shall, in addition to any other liability, civil or criminal arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that may be then, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof.

Clause 8(b) : Owing to difficulty in obtaining certain materials in the open market this office may undertake to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by this office and the contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from this office and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials.

It should be clearly understood that no monetary claim whatsoever shall be entertained by this office on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vides also Clause-4.

Note:- In this connection, all the Bidders are requested to please refer the DTCN Section – VII, Sl. No.13.

Clause – 9 : Work to be Executed in Accordance with Specifications, Drawings, and Orders, etc. :

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall

also confirm exactly, fully and faithfully to the designs, and drawings and instructions in writing relating to the work signed by the Engineer-in-Charge/Municipal Commissioner and lodged in his office, and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hours and the contractor shall, if he so require, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Clause – 10 :Do Not Invalidate Contract, Extension of Time in Consequence of Alterations, Rates of the Items of the Work Not in the Estimate or Schedule of Rates of the District/State :

The Engineer-in-Charge/Municipal Commissioner shall have power to make any alterations or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge/Municipal Commissioner and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And, if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the District / State then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-Charge/Municipal Commissioner of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge/Municipal Commissioner does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

No deviations from the specification stipulated in the contract or additional items of work shall ordinarily be carried-out by the contractor, nor shall any altered, additional or substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-Charge/Municipal Commissioner.

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month

accompanied by a copy of the order in writing of the Engineer-in-Charge/Municipal Commissioner. For the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate as shall be fixed by the Engineer-in-Charge/Municipal Commissioner. In the event of a dispute, the decision of this office shall be final.

Clause – 11 :No Compensation for Alteration or Restriction of the Work to be Carried Out :

If at any time after the commencement of the work this office shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge/Municipal Commissioner shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Clause – 12 :Action and Compensation Payable in Case of Bad Work :

If it shall appear to the Engineer-in-Charge/Municipal Commissioner or his sub-ordinate-in-charge(s) of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the Engineer-in-Charge/Municipal Commissioner specifying the work, materials or articles complained of not withstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge/Municipal Commissioner in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent of the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge/Municipal Commissioner may rectify or

remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

Clause – 13 :Work to be Open to Inspection, Contractor or Responsible Agent(s) to be Present during Inspection & Supervision :

All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer-in-Charge/Municipal Commissioner and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge/Municipal Commissioner or his subordinates to visit the Work shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause – 14 :Notice to be Given Before Work is Covered-up :

The contractor shall give not less than five days notice in writing to Engineer-in-Charge/Municipal Commissioner or his subordinate-in-charge(s) of the work before covering-up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered-up or placed beyond the reach of measurement, and shall not cover-up or place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge/Municipal Commissioner or his subordinate-in-charge(s) of the work and if any work shall be covered-up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause – 15 :Contractor Liable for Damage Done and for Imperfection for 12 Months After Issue of Completion Certificate :

If the contractor or his work people, or servants shall break, deface injure or destroy any part of building in which they may be working or any building, road fence, enclosure, or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damages shall happen to the work while in progress, due to any cause whatsoever or any imperfection became apparent in it within 12 (twelve) months from the date of final certificate of its completion shall have been given by the Engineer-in-Charge/Municipal Commissioner, as aforesaid, the contractor shall make the same good at his own expense or in default, the Engineer-in-Charge/Municipal Commissioner may cause

the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge/Municipal Commissioner shall be final) from any sums that may, then or at any time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-Charge/Municipal Commissioner.

Clause – 16 :Contractor to Supply Tools & Plants, Ladders, Scaffolding, etc., and Liable for Damages Arising from Non-Provision of Lights, Fencing, etc. :
The contractor shall supply, at his/her/their own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from this office store), plants, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge/Municipal Commissioner as to any matter as to which under these conditions he/she/they is/are entitled to be satisfied which he/she/they is/are entitled to require together with carriage therefore to and from the work the Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. If the contractor fails to do so, the same may be provided by the Engineer-in-Charge/Municipal Commissioner at the expense of the contractor and the expenses may be deducted from any amount due to the contractor under the contract or from his/her/their security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings, to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause – 17(a) : No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any person who is below the age of sixteen years and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighbourhood.

The Engineer-in-Charge/Municipal Commissioner shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done, by such labourer is less than the wages paid for similar work in the neighbourhood. The officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of sixteen years and to refuse to allow any labourer whom he decided to be below the age of sixteen years to be employed by the contractor.

Explanation – Fair wages means wages whether for the time or piece work prescribed by the Works Department, Orissa provided that where higher rates have been prescribed under the Minimum Wages Act, 1948, wages at such higher rates would constitute Fair Wages.

Clause – 17(b) : **Works to be Open to Inspection :**
The contractor shall, if so required by the Engineer-in-Charge/Municipal Commissioner employ one or more Engineering Graduates or Diploma Holders as apprentices at his/her/their own cost, if the cost of the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The fair wages / stipend to be paid to the apprentices should not be less than Rs.2,000/- per month in the case of Graduate Engineers and less than Rs.1,800/- per month in case of Diploma Holders. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed 1% of the tendered cost of the work.
Clause – 17(c) : "Special Class Contractor" shall employee under him one graduate engineer and two diploma holders belonging to the State of Orissa, like wise "A" class contractor shall employ under him one graduate engineer or two diploma holders belonging to the State of Orissa. The employment of graduate engineer and diploma holders under the contractor shall be full time and continuous and they should not be superannuated, retired, dismissed or removed personnel from any State Govt. Service/Public Sector Undertaking/Private Companies/Central Government and firms or be ineligible for appointment to Govt. Service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa.

The Chief Engineer, Roads, Orissa may however assist the contractor with the names of such unemployed Graduate Engineers and/or Diploma Holders if such help is sought for by the contractor. The names of such engineering personnel appointed

by the contractor should be intimated to the tender receiving authority alongwith each tender as to who should be supervising the work on behalf of the Contractor.

Each bill of the "Special Class" or "A" Class Contractor shall be accompanied by an employment roll of the engineering personnel together with a certificate of the Graduate Engineers or Diploma Holders so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Clause – 18 :Work Not to be Sub-let, Contract may be Rescinded and Security Deposit Forfeited for Sub-Letting, Bribing or if the Contractor Becomes Insolvent :

The contract shall not be assigned or sublet without the written approval of the Municipal Commissioner. If the contractor shall assign or sublet his / her / their contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his / her / their creditor or attempt to do so, or if any bribe, gratuity, gift, loan perquisite reward, or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employment of this office in any way relating to this office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge / Municipal Commissioner may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of this office and the same consequences shall ensure as if the contract had been rescinded under the Clause – 2 hereof, and in addition, the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Clause – 19 : Sum Payable by Way of Compensation to be Considered as Reasonable Compensation Without Reference to Actual Loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of this office without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause – 20: Changes in Constitution of Firm: In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge / Municipal Commissioner for his information.

In case of failure to notify the change in the constitution within fifteen days, the Engineer-in-Charge / Municipal Commissioner 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 this office and the same consequences shall ensure as if the contract had been rescinded under Clause–2 hereof, and in

addition, the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Clause – 21: All works to be executed under the contract shall be executed under the direction and subject to the approval, in all respects, of this office and the Inspector of Local Woks (ILW), Berhampur Municipal Corporation (C.E., P.H, Urban, Orissa, Bhubaneswar) for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause – 22: Deleted as per Works Department Circular No.29449 Dt.24.12.1981

Clause – 23 :Lump Sum(s) in the Estimate: When the estimate on which a tender is made includes lump-sum(s) in respect of parts of work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge / Municipal Commissioner, capable of measurement, the Engineer-in-Charge / Municipal Commissioner may at his discretion pay the lump-sum amount(s) entered in the estimate, and the certificate in writing of the Engineer-in-Charge / Municipal Commissioner shall be final and conclusive against the contractor with regard to any sum or sums payable to the Contractor under the provisions of this clause.

Clause – 24: Action Where No Specifications: In the case any class of work for which there is no such specifications as is mentioned in Rule – I, such work shall be carried out in accordance with the Circle Specifications and in the event of there being no Circle Specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge / Municipal Commissioner.

Clause – 25 : Definition of Work: The Expression, "Work" or "Works" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Clause – 26 : This office shall be entitled to recover in full from the contractor any amount the this office may be liable to pay under Workman's compensation Act VIII of 1923 to any workmen employed in course of execution of any part of the work covered by these contract.

Clause – 27 : 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 Orissa and it is agreed that neither Party to the contract or agreement will be competent to

bring a suit in regard to the matters covered in this contract at any place outside the State of Orissa.

Clause – 28 : The department will have the right to inspect the scaffolding and centering made in the work and can reject partly or fully such structure if found defective in their opinion.

Clause – 29 : Sanitary arrangements will be made by the contractor at his / her / their own cost for his labour camp.

Clause – 30 : The Contractor shall bear all taxes including Sales Tax (GST), Income Tax, Royalty, Labour Cess, etc., Fair Weather Charges, Tollage, etc., where necessary.

Clause – 31(a) :

(i) If during the progress of the work, the price of any material (excluding the cost of steel, cement and bitumen) incorporated in the work (not being materials supplied from this office store in accordance with Clause – 8 hereof) increases or deceases as a result of increase or decrease in the average wholesale price index (all commodities), and the contractor there upon necessarily and properly pays in respect of those materials (incorporated in the work), such increased or deceased price, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount as shall be equivalent to the plus or minus difference of 75% in between the average wholesale price index (all commodities) which is operational for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof, as are not attributed to the Contractor.

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Formula to calculate the increase or decrease in the price of the materials.

$$Vm = \frac{0.75 \times Pm}{100} \times \frac{R\,(i - i_0)}{i_0}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of materials.

R = The value of work done in rupees during the quarter under consideration

i_0 = The average wholesale price index (all commodities) for the quarter in which the tender was opened (as published in RBI Bulletin) from time to time

i = The average wholesale price index (all commodities) for the quarter under consideration.

Pm = Percentage of Materials Component as per Sub-Clause of this Clause of

the item.

(ii) Increase / decrease of cost of steel, cement and bitumen are to be reimbursed/liable to be refunded with prior approval of Government as follows :

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the Corporation when the claim is up to Rs.50,000/-. Recovery in case of decrease shall be made by this office from the Contractor, immediately. The cost shall be determined as follows.

1. Steel – Rate as Fixed by Steel Authority of India Ltd. (SAIL)
2. Cement – Average Factory Price of Three Manufacturer of Cement Inside the State of Orissa.
3. Bitumen – Rate as Fixed by Indian Oil Corporation (IOC)

(iii) Where original contract period is more than six months & below one year, increase/decrease in cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the Corporation when the claim is up to Rs.50,000/- subject to fulfillment of the conditions mentioned below. The cost shall be determined as follows.

1. Steel – Rate as Fixed by Steel Authority of India Ltd. (SAIL)
   Cement – Average Factory Price of Three Manufacturer of Cement Inside the State of Orissa.
   Bitumen – Rate as Fixed by Indian Oil Corporation (IOC)

2. Cost of the project should be more than Rs.50.00 lakhs. However, the differential cost on such materials may be paid to the Contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
3. Contractors have to submit the vouchers showing procurement from authorized dealer (s) for the said work within 28 days before utilization of Steel, Cement & Bitumen.
4. Differential cost will be allowed only for the original agreement period but not for the extended period even though it might have been validly extended.
5. Differential cost will be allowed only after successful completion of the work as per the approved work programme.
6. Recovery in case of decrease shall be made by this office from the Contractor, immediately.

Clause-31 (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in the Minimum Wages of Labour Prescribed by the State Government, and the Contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount as shall be equivalent to the plus or minus difference in between the Minimum Wages of Labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below, provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to the Contractor.

Formula to calculate the increase or decrease in the cost of labour :-

$$V_L = \frac{0.75 \times P_L}{100} \times \frac{R\,(i-i_0)}{i_0}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of labour.

R = The value of work done in rupees during the quarter under consideration

i_0 = Minimum Wages of Labour as prevailed during the quarter in which the tender was opened.

i = Minimum Wages of Labour prevailed during the quarter under consideration.

P_L = Percentage of Labour Component as per Sub-Clause of this Clause

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Price adjustment and reimbursement of claim for escalation on labour under Clause 31(b) will be applicable only if there is any increase or decrease in the minimum wages as fixed by the State Govt. from time to time.

Clause – 31(c) Similarly, if during the progress of work, the price of petrol, oil and lubricants (Diesel being the representative item for price adjustment) increase or decrease as a result of the price fixed thereof by the Govt. of India and the contractor there upon necessarily and properly pays such increased or decreased price towards petrol, oil and lubricants used on execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be, such an amount as shall be equivalent to the plus or minus difference between the price of POL which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below provided that the work has been carried out within the stipulated time or extension, thereof as are not attributable to the Contractor.

Formula to calculate the increase or decrease in the price of the POL.

$$K_1 = \frac{0.75}{100} \times K_2 \times R \times \frac{(D_2 - D_1)}{D_1}$$

K_1 = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of POL.

R = The value of work done in rupees during the quarter under consideration.

D_1 = The average price per liter of diesel which was fixed by the Govt. of India during the quarter in which the tender was opened.

D_2 = The average price per liter of diesel which is fixed during the quarter under consideration.

K_2= Percentage of POL Component as per sub-clause of this clause.

Clause – 31(d) The following shall be the percentage of materials, labour and POL component for reimbursement / refund on variation in price of materials, labour and POL as per sub-clause (a) (b) and (c) of this clause.

Category of Works	Contractor's Supply			Departmental Supply of Materials
	% of Materials	% of Labour	% of POL	
Irrigation Works (a) Structural Works	20%	30%	5%	45%
(b) Earth Works (c) Canal Works (d) Embankment Works, etc.	20%	60%	5%	15%
R & B Works				
(a) Bridge Works	20%	30%	5%	45%
(b) Road Works	45%	40%	5%	10%
(c) Building Works	30%	30%	5%	35%

* Where brick is supplied by the department it should be 20% instead of 30%.

Clause – 31(e): Reimbursement / refund on variation in price of materials, labour and POL as per sub-clause (a), (b) and (c) of this clause shall be applicable only in respect of contract of stipulated completion period more than six months provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to the Contractor. However, where the original contractual period is less than or equal to six months but subsequently it has been validly extended escalation clause shall be applicable only for the balance portion of work

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to be executed beyond six months provided the delay is not attributable to the contractor.

"In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than or equal to six months, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible as per the above Sub - Clauses of 31 except 31 (a) (ii), only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from".

Clause – 31(f) The Contractor shall for the purpose of sub-clause (a), (b) and (c) of this clause keep such books of accounts and other documents as are necessary to show the amount of increase claimed or reduction available and shall allow inspection of the same by this office and further shall at the request of the Engineer-in-Charge/ Municipal Commissioner furnish, verified in such manner as the Engineer-in-Charge/ Municipal Commissioner may require any document kept and such other information as the Engineer-in-Charge/ Municipal Commissioner may require.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such materials, wages of labour and / or price of POL, give notice thereof to the Engineer-in-Charge/ Municipal Commissioner stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

Clause – 31 (g): In respect of canal / dam contracts where there is change in methodology of execution (by mechanical means) as compared to those spelt out in the schedule of quantities and specification, the percentage component of labour, material P.O.L. and departmental material shall be refixed on actual observation. The same however, shall not exceed 34% in respect of labour and 11% in respect of P.O.L. the component of departmental material shall also not be less than 15%. [The price adjustment clause for increase/decrease in minimum wage for works actually executed should be as per clause – 31(b)]

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Clause – 32 : After the work is finished, all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc., are to be dismantled and all materials removed from the site. The ground up to 30 metre (100') wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

Clause-33

a) The contractor shall not employ for the purpose of this contract any person who is below the age of sixteen years and shall pay to each labourer for work done by such labourers fair wages.

Explanation : "For Wage" means wages, whether for time or piece work prescribed by the Works Department, Orissa provided that where higher rates have been prescribed under the Minimum Wages Act, 1948 wages at such higher rates should constitute fair wages.

The Engineer-in-Charge/ Municipal Commissioner shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the prescribed wages.

b) The Contractor shall, notwithstanding the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by the Contractor.

c) Deleted

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d) In respect of all labour directly or indirectly employed in the work 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 deduction 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) The Engineer-in-Charge/ Municipal Commissioner concerned shall have the right to deduct, from the money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from

his/he/their wages, which are not justified by the terms of the contract or non-observance of the regulations Money so deducted should be transferred to the workers concerned.

f) Vis-Vis, Berhampur Municipal Corporation, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity for 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.

h) Under the provisions of minimum wages Act, 1948 and the minimum wages (Central Rules, 1950) the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge / Municipal Commissioner shall have the right to deduct the sum not paid on account of wages for weekly holidays to any labourers and pay the same to the persons entitled thereto from any money due to the contractor.

i) The Contractor shall at his own expenses provide or arrange for the provision of foot wear for any labourer doing cement mixing work and black topping of roads, (the contractor has undertaken to execute under his contract) to the satisfaction of the Engineer-in-Charge / Municipal Commissioner and on his failure to do so this office shall be entitled to provide the same and recover the costs from the contractor.

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j) The contractor shall submit by the 4th and 19th of every month to the Engineer-in-Charge/ Municipal Commissioner a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively (1) the number of labourers employed by him on the work, 2) their working hours, 3) the wages paid to them, 4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injury caused by them and 5) the number of female workers who have been allowed maternity benefit according to clause, k) and the amount paid to them failing which the contractor shall be liable to pay to Government a sum of not exceeding Rs.50/- for each default to materially incorrect statement. The decision of the Engineer-in-Charge/ Municipal Commissioner shall be final in deducting from any bill due to contractor amount levied as fine.

k) In respect of all labour, directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Government employed by the Berhampur Municipal Corporation and its contractors. This will apply to work places having 50 or more workers.

l) Maternity benefit rules for female workers employed by the contractor.

m) Leave and pay during leave shall be regulated as follows :

1. Leave

a) ***In case of Delivery :-*** Maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery or 4 weeks following the days.

b) ***In case of Miscarriage:***- Upto 3 weeks from the date of Miscarriage.

2. Pay

a) ***In case of Delivery :-*** Leave pay during the maternity leave will be at the rate of women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately proceeding the date on which she gives notice that she expects to be confined.

b) ***In case of Miscarriage :***- Leave pay at the rate of average daily earning calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately preceding date of such miscarriage.

Conditions of the Grant of Maternity Leave :- No maternity leave benefit shall be admissible to a women unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.

MODEL RULES
FOR HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY BERHAMPUR MUNICIPAL CORPORATION

1. Application :

These rules shall apply to all construction works in-charge of Berhampur Municipal Corporation which are expected to continue for a year or more.

2. **Definitions :**

2) Work place means a place at which an average of fifty or more workers are employed in connection with construction work.

3) Large work place means a place at which an average of 500 or more workers are employed in connection with construction work.

3. **First Aid**

(a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilizer dressings and sterilized cotton wool. The appliances shall be kept in good order and in large work place they shall be readily available during working hours.

(b) At large work places where hospital facilities are not available within easy distance of the works first aid posts shall be established and run by a trained compounder.

(c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities, Town or in their suburbs and no beds are considered necessary owing to the proximity of city town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospital. At the work place some conveyance facilities such as a car, shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospitals.

4. **Drinking Water :**

(a) In every work places there shall be provision of sufficient supply of water fit for drinking at suitable places easily accessible to labour.

(b) Where drinking water is obtained from an intermittent public water supply, each place shall be provided with storage where such drinking water shall be stored.

(c) Every water supply storage shall be at a distance of not less than 15 m, from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such well shall be entirely closed in and be provided with a trap door, which shall be waterproof.

(d) A reliable pump shall be fitted to each covered well, the trap doors shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

(e) The temperature of drinking water supplied to workers shall not exceed 90°F.

5. **Washing and Bathing Place :**
   i) Adequate washing and bathing place shall be provided separately for men and women.
   ii) such places shall be kept in clean and drained condition.

6. **Scale of Accommodation in Latrines and Urinals :** There shall be provided within the premises of every work place latrines and urinals in an accessible place and the accommodation separately for each of them shall not be less than the following :

a)	Where the number of persons employed does not exceed 50	No. of seats 1
b)	where the number of persons employed exceeding 50 but does not exceed 100	No. of seats 3
c)	For every additional 100 (in particular cases the Engineer-in-Charge/ Municipal Commissioner shall have the power to vary the scale where necessary)	No. of seats 3 per 100

7. **Latrines and Urinals for Women :** If women are employed, separate latrines and urinals separate from that for men and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule. Those for men shall be similarly marked "for men only". A poster showing the figure of a men and a women shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

8. **Latrines and Urinals :** Except in work places provided with water flushed latrines and urinals connected with a water borne sewerage system all latrines shall be provided with receptacles on dry earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

9. **Construction of Latrines** : The inside wall shall be constructed of masonary or stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose and kept available for inspection.

10. **Disposal of Excreta :** Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by Asst.Director of Public Health or Municipal Medical Officer of Health as the

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case may be, in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a layer of waste or refuse and then covering it up with a layer of 6" layer of waste or refuse and then covering it up with a layer of each for a fortnight (when it will turn into manure).

11. **Provision of Shelters During Rest**: At every work place there shall be provided free of cost two suitable sheds one for meals and the other for rest for the use of labourers. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof.

12. **Creche** : (a) At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 years belonging to such women and shall be used for infant's games and play and their bed room. The hut shall not be constructed on a lower standard than the following.

    i) Thatched roofs
    ii) Mud Floors and wall
    iii) planks spread over the mud floor and covered with matting.

    The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two Dhais in attendance Sanitary Utensils shall be provided to the satisfaction of the health officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

    b) Where the number of women workers are more than 50 the contractor shall provide one hut and one dhai to look after the children of women workers.
    c) The size of crèche shall vary according to the number of women workers.
    d) The crèche shall be properly maintained and necessary equipment like toys etc. shall be provided.

13. **Canteen** : A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

ORISSA : P.W.D. / ELECTRICITY DEPARTMENT CONTRACTOR'S LABOUR REGULATIONS

1. **Short Title:** These regulations may be called "The Orissa Public Works Department / Electricity Department Contractor's Regulations.

2. **Definition:** In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say :
   (1) "Labour" means workers employed by a contractor of the Orissa Public Works Department / Electrical Department directly / indirectly through a sub-contractor or other person, or by an agent on his behalf.
   (2) "Fair Wages" means wages whether for time or piece or work prescribed by the state Public Works Department provided that where higher rate have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.
   (3) "Contractor" shall include every person whether a Sub-Contractor or headman or agent employing labour on the work taken on contract.
   (4) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rates wages, if any.

3. **Display of Notice 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, notice 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 notice to the Engineer-in-charge of the work.

4. **Payment of Wages:**
   (1) Wages due to every worker shall be paid to him direct.
   (2) All wages shall be paid in current coin or currency or in both.

5. **Fixation of Wage Period:**
   (1) The contractor shall fix the wage period in respect of which the wages be payable.
   (2) No wage period shall exceed one month.
   (3) Wages of every workman employed on contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.

(4) when the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(5) All payments of wages shall be made on working day.

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) The Engineer-in-Charge/ Municipal Commissioner may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employed more than 100 persons on the work.

7. **Fines and Deductions Which may be Made from Wages:**

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

(a) Fines
(b) Deduction for absence from duty i.e., from the place or 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 absent.
(c) Deductions for damages or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damages or loss is directly attributable to his neglect or default.
(d) Any other deductions, which the Government may from time to time allow.

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(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the workers has been given an opportunity of showing cause against such fines or deductions.

(3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five raise 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 installments or after the expiry of 60 days from the date on which it was imposed.

8. **Register of Fines, etc.:**
   (1) 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 damages or loss was made.
   (2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts and omissions for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places of the work.

9. **Preservation of Register:** The Wage Register, the wage card and the Register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.

10. **Power of Labour Welfare Officer to Make Investigation or Inquiry:** The Labour Welfare Officer or any other persons authorised by the Government of Orissa on their behalf shall have power to make enquires 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 in regard to such provisions.

11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other authorised as aforesaid shall submit a report of the result of his investigation or enquiry to the Engineer-in-Charge/ Municipal Commissioner indicating the extent if any to which the default has been committed with a note that necessary deduction from the contractors bill be made and the wages and the other dues be paid to the Labourers concerned.

12. **Appeal Against the Decision of Labour Welfare Officer:** Any person aggrieved by the decision and recommendation of the labour Welfare Officer

or other person so authorised may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Engineer-in-Charge/ Municipal Commissioner but subject to such appeal, the decision of the Officer shall be final and binding upon the Contractor.

13. **Inspection of Registers:** The contractor shall 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 authorised by the Government of Orissa on his behalf.

14. **Submission of Return:** The Contractor shall submit periodical returns as may be specified from time to time.

15. **Amendment:** Government of Orissa may from time to time, add to or amend these regulations and on any question as to the application, interpretation of the effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Orissa in that behalf shall be final.

Clause-34 : The terms & conditions of the agreement have been read / explained to me and ……certify …… clearly understand them.

Clause – 35: Sign Boards and Road Furnitures: After Completion of the work in all respects, Glow Sign Boards / Road Furnitures should be affixed by the Contractor at suitable locations immediately (within seven days) as per direction of Engineer-in-Charge/ Municipal Commissioner. The said Boards / furnitures should display salient features of the area such as; School, Hospital, Police Station, No-Horn Zone, etc. as per the direction of Engineer-in-Charge / Municipal Commissioner. No payment in this regard will be made by this office.

This office shall not supply any Material / Machinery / Tools and Plants for the work unless otherwise specified vide DTCN Section – VII, Sl. No.13. The Contractor should be financially sound / capable for timely procurement of all materials and machineries / tools and plants required for the work.

Schedule showing the list of materials to be supplied, if available, the rates at which they are to be charged for and the places at which they are to be supplied.

Particulars	Rate at which the Materials will be Charged to the Contractor.			Place of Delivery
	Unit	Rs.	P.	
Please Refer DTCN Section – VII (Special Conditions of Contract / Agreement) Sl. No.13				

NOTE: Each intending Bidder, before submitting the Bid, is requested to please refer the DTCN Section – VII, Sl. No.13 of the work.

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DTCN SECTION – VII
SPECIAL CONDITIONS OF CONTRACT/AGREEMENT

1. FOR INFORMATION OF THE BIDDERS:

The terms and conditions mentioned in this **Section – VII** and the contents of **Sections - I to V** and **Sections - VIII to IX** may not be synchronous over some aspects with the terms and conditions stipulated in the **DTCN Section - VI (Standard Agreement / Contract Form with Conditions of Contract).** If any difference or anomaly is noticed / observed / found over any aspect / point / clause, then the information / instruction / terms and conditions mentioned in the **DTCN Sections - I to IX**, except **Section – VI**, will have over riding effect on the corresponding aspects and clauses of **DTCN Section – VI**. Wherever required and / or found essential, **OPWD Code**, **Orissa Municipal Corporation Act, 2003 Orissa Municipal Corporation Rules, 2004** and other such **Govt. Statutes** as amended from time to time should be referred for **Guidance, Rules, Procedures and Practices.** Still, if any doubt arises or any clarification is required by any bidder, then the bidder is urged to request for the same in writing within the specified time as mentioned in the NIB and DTCN. (The Last Date and Time for Seeking and Furnishing Clarifications On-Line and Off-Line). In all such cases, decision of Berhampur Municipal Corporation communicated by the Municipal Commissioner shall be final and binding on the bidders and this office.

2. EXECUTION TO BE PROPORTIONATE TO THE TIME CONSUMED:

To ensure good progress during execution of the work, the contractors shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/4th of the whole of the Work before 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed. While achieving the progress, the schedule and sequence of execution as directed by the Engineer-in-Charge shall be followed by the contractor and for this no claim whatsoever will be entertained by this office.

3. SUBMISSION OF WORK PROGRAM:

If at any time, it should appear to the Engineer-in-Charge of the work or the Municipal Commissioner, Berhampur Municipal Corporation that, the actual progress of the work does not commensurate with the time elapsed in proportionate manner and the progress is lagging behind the stipulated/ expected/ anticipated schedule as per the **'Approved**

Original Work Program' (vide sample Letter of Intend attached as Appendix to DTCN Section – II),then the contractor may be asked to produce/ submit a **'Revised Work Program'** showing the balance works to be completed (balance wok pending for completion as on the date of submission of the **Revised Work Program**) and the minutely allotted time schedule for each major item/component of the work. This work program will also undergo necessary check/scrutiny by this office after which the same shall be approved and will be binding on the contractor as the **'ApprovedRevised Work Program'.** Failure to comply the above requirements by the contractor (non-submission of Original Work Program and/or Revised Work Program within the stipulated time as directed by the Engineer-in-Charge/ Municipal Commissioner) will made him/her/them liable to pay penalty for such amount as Berhampur Municipal Corporation may decide along with the mode/manner of recovery/deposit of such penalty(s).

4. COMMENCEMENT OF THE WORK:

The time allowed for execution of the work as specified in the NIB/DTCN/ Memorandum shall be the essence of the Contract. Execution of the work shall commence within 15 days from the date of issue of Work Order. If the Contractor fails to do so without any valid and acceptable reason(s), then this office will be at liberty, without prejudice to any other right or remedy available in the DTCN and in law, to forfeit the EMD & ISD of the Contractor available with this office against the work in addition to other follow-up actions as deemed fit by this office. Similarly APS & ABS (if furnished) will also be forfeited.

5. CONTRACTOR TO INFORM ABOUT DELAY, IF ANY:

In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge/ Municipal Commissioner, but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do everything, that may be reasonably required, to the satisfaction of the Engineer-in-Charge/ Municipal Commissioner to proceed with and complete the work.

i) Force Majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

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v) Delay on the part of other contractor or tradesmen engaged by this office in executing work(s) not forming part of the Contract/ Agreement.

6. EXTENSION OF TIME:

a) Request for extension of time, if any, shall be made by the Contractor in writing, within thirty days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

b) In any such case, a fair and reasonable extension of time for completion of the work may be considered by this office. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge/ Municipal Commissioner with/ without penalty as this office decides and the same will be binding on the contractor.

7. CONTRACTOR LIABLE TO PAY COMPENSATION FOR DELAY, IF ANY:

a) If the contractor fails to maintain the required progress according to Sl. No. / Clause No. 2 and/or Sl. No./ ClauseNo. 3 above and fails to complete the work and clear the site on or before the original or extended date of completion, he/ she/ they shall, without prejudice to any other right or remedy available in this DTCN and under the law to the contractor on account of such breach, pay as agreed compensation to this office, the amount of which shall be decided by the Engineer-in-Charge / Municipal Commissioner, Berhampur Municipal Corporation.

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b) The amount of such compensation may be adjusted or set-out against any sum payable to the contractor under this or any other contract awarded in favour of the contractor by this office or by any Govt. Office. In case, the contractor does not achieve a particular milestone mentioned in the contract data, or the rescheduled milestone(s) in terms of Sl. No. / Clause No. 2 & 3, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve any milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

8. PROBABLE CHANGES IN LOCATION OF THE WORK :

At any Stage, during Execution of the Work by the Contractor, the Locations of a few or all the Items/Components, of which the execution/construction are either not started or in progress, may be changed by this Office due to various unavoidable reasons. Such changes may be made within the territorial jurisdiction of Berhampur Municipal Corporation and the Contractor will have to abide by the changes. However, such changes, if any, will not vitiate the terms and conditions of the DTCN/Contract and no Claim/Dispute in any manner for such Changes shall be raised by the Contractor. However, the portions of the Changed Items/Components already executed, if any, as per approved quality and specifications of this Office, shall be Measured and Accounted for Payment by the Municipal Commissioner. Extension of time, if applicable, for such changes will be considered by this office on merit of the changes with respect to quantity, quality, location, timing or stage(s), etc. of the changed portion of the work.

9. MANAGEMENT MEETINGS:

Either the Engineer-in-Charge/ Municipal Commissioner or the Contractor may require the other to attend any Management Meeting. The Business of any such Management Meeting may be to review the plans for starting the Work/ Progress of the Work, etc., and to deal with matters raised in accordance with the early warning procedure. The responsibilities of either parties for the actions to be taken are to be decided by the Engineer-in-Charge/ Municipal Commissioner either at the Management Meeting(s) or after the Management Meeting(s) and are to be intimated in writing to all concerned. Such decision(s) shall be binding on the contractor.

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10. ACCEPTED TENDER VALUE INCLUDES ALL TAXES, DUTIES, ETC.:

The Accepted Bid Value/ Agreement Value shall be inclusive of all Taxes, Royalties, Duties, Labour Cess, Transportation and Handling Charges, Insurance, Testing Charges and all other incidental and accidental charges, etc. No further claim in this regard will be acceptable to this office. Deduction of Taxes, Labour Cess, Royalties, Hire Charges, Recoveries, etc., will be made, as per rules from the amount(s) found payable in respect of each bill during payment to the contractor.

11. PAYMENT TO THE CONTRACTOR FOR THE WORK EXECUTED:

Payment will be released in favour of the successful bidder/contractor by the Municipal Commissioner after completion of the work or a portion of it, as applicable and as entitled to, subject to availability of funds and satisfactory execution. No claim or subsidiary claims, in any manner for any reason whatsoever, by the contractor will be acceptable to this office.

Delay in execution of the work by the contractor on the ground of non-payment or delay in payment of earlier bill(s) and/or current bill(s) will be a just and sufficient example of violation of **Conditions of Contract** and in such situation action as deemed fit will be taken against the contractor. Running Account Bills will not be preferred ordinarily. In exceptional circumstances, to the satisfaction of the Engineer-in-Charge / Municipal Commissioner, Running Account Bill (s) may be prepared for portion (s) of the Work as decided by this office and then after necessary verification and checking, payment will be made by the Municipal Commissioner.

12. INSTALLATION OF PROJECT DESCRIPTION BOARD AND DOCUMENTATION OF THE PROJECT / WORK:

Photographs for the work at various stages (prior to execution, during and after execution) shall be taken by the contractor from various positions of the work as per instruction of this office. **These photographs should be submitted in hard copy format at least in quadruplicate and in a soft copy format** before preparation of the bill (Running or Final) for the work. Similarly, **Project Description Board** should be erected/ installed at a suitable/ conspicuous location at the Work Site as per direction of Engineer-in-Charge. This office may consider payment to the contractor at minimum prevailing rates for photographs and the board.

13. SUPPLY OF ANY MATERIALS / MACHINERIES BY THIS OFFICE:

a) P.R.R. and other machineries, if supplied to the contractor by this office, hire and running charges will be deducted from the bill(s) payable to the contractor as per prevailing rates or at the rates as fixed by Berhampur Municipal Corporation from time to time and as applicable. However, the contractor has to arrange PRR/Vibrator/Concrete Mixer/Tar Boiler, etc., whatsoever required for the work and delay in execution and completion of the work on the plea of departmental non-supply of any materials/ machineries/ tools and plants will not be acceptable by this office.

b) No material will ordinarily be supplied by this office. On the other hand, the cost of empty cement bags and empty bitumen drums (as applicable) will be deducted from the contractor's bill(s) found payable to him/her/them. Paint and other such materials, available in minor quantities in this office Store may be issued to the intending contractor (in order to exhaust the Store), at this office stock/issue rate(s) of the respective material(s). However, this condition is not binding on the contractor. Any intending bidder, desirous to know more or want to obtain more information on this aspect, can seek **On-Line**

clarifications or get it physically or through post from this office and in all such case, the time limit shall be as mentioned in the DTCN **(the last date and time for seeking and furnishing clarifications both On-Line and Off-Line).**

14. RECTIFICATION OF DEFECTS AND GUARANTEE PERIOD:

Defect liability period is 12 (twelve) months from the date of preliminary acceptance, by this Office, of the whole Work as **"Completed"**. During this period, the Contractor shall replace the defective materials, if any, or rectify the construction defect(s), if any, at his own cost within stipulated time period(s) as per direction of Engineer-in-Charge/Municipal Commissioner.

On receipt of notice and/or instruction from the Engineer-in-Charge/Municipal Commissioner, the Contractor will have to rectify the defect(s) within the stipulated period (s) at his/her/their own cost. If the defect(s) is/are not rectified within the stipulated period, the Engineer-in-Charge/Municipal Commissioner shall assess the cost, get the defect(s) rectified and recover the cost (s) from the contractor by adopting any procedure considered suitable for this Office.

15. RELEASE OF SECURITY DEPOSITS AFTER DEDUCTION OF RECOVERIES, IF ANY:

The Performance Security Deposits (PSD) or the Security Deposits (SD), deducted and withheld from the bill(s) other than interim security deposits / withheld amounts (if any), will be considered for release after one year (1 year) **(Guarantee Period / Defect Liability Period)** from the date of completion of the work (as recorded in the Final Bill) provided Final Bill has been paid and defects, if any, observed and intimated to the contractor during the **Guarantee Period / Defect Liability Period** have been successfully

rectified within the stipulated periods as per direction of Engineer-in-Charge / Municipal Commissioner. The total EMD & ISD amount of 2% of the agreement value deposited before signing the agreement will be considered for release after L.F. Audit checking subject to no recovery detected by the L.F. Audit. If any excess or undue payment is found to have been made to the contractor as detected by This Office/Other Designated Authority(s) or Agency(s) / A.G. Audit / L.F. Audit, the same shall be recovered from the Contractor by adopting any procedure found suitable for this office. For all such purposes, completion of L.F. Audit shall be treated as the **'Last Checking Process'**. Other actions as per recommendations / observations of each designated checking / verifying authority (S) and / or Recoveries, if suggested, shall be taken and made by this office immediately after each such stage of checking / verification. The contractor shall have no option but to abide by this condition at all stages / steps till the Checking Processes are Completed. Each bidder

should not that completion of L.F. Audit process may take 6 years minimum from the date of completion of the Work (Completion Date as recorded in the Final Bill). Normally, recoveries / deductions, as applicable and found essential, within one year (during Defect Liability Period / Guarantee Period) from the date of completion of the work, will be effected first from the available PSD or SD amounts of the contractor retained / withheld by this office from each bill of the contractor for the work. After such deductions / recoveries are completed within the said period of 1 (One) year, the balance amount of the PSD / SD, if available, will be considered for release immediately in conformity with the condition at Sl. No./ Clause 14 above. In case, the available amount of PSD / SD, after complies of the condition at Sl. No./ Clause 14 above (if any), is not sufficient to meet the suggested recoveries as mentioned above, then the balance amount shall be recovered from the 2% amount (EMD and ISD put together) retained and available with this office. After causing such recoveries, balance amount (if found payable) will be released subsequently. In case, the retained 2% amount is not sufficient to make up the suggested balance recovery amount, then action as appropriate will be taken by this office to recover the same from the contractor from any amount found payable to him / her / them by this office or by resorting to other procedures as deemed fit.

16. CESS :

One percent (1%) of gross amount of each bill (running or final) of the Contractor (Successful Bidder) will be recovered towards Cess for the Welfare of the Building & Other Construction Workers (Regulation and Employment and Conditions of Service) Act, 1996, as enforced vide Govt. of Orissa, Labour & Employment Department Resolution No. LL-I-(iii)-25/07- 12653, dt. 15.12.2008. The said amounts, after deduction, shall be remitted / deposited by this office in favour of OrissaBuilding and Other Construction Workers Welfare Board, Orissa.

17. INTEREST & SUBSIDIARY CLAIMS:

Under no circumstances, interest money of any amount will be payable to any Bidder, whether Successful or Unsuccessful for any reason whatsoever. Similarly, claim(s) of any kind and/or of any magnitude for reasons of consequential and/or subsidiaries in nature(s) will not be entertained/accepted by this office.

18. CONTRACTOR DYING, BECOMING INSOLVENT, INSANE OR IMPRISONED:

(a) IN CASE OF SUCCESSFUL BIDDERS:

In the event of death, insanity, insolvency and imprisonment of the contractor or the contractor, being a partnership firm, becomes dissolved or, being a corporation, goes into liquidation, the contract may be terminated by notice in writing posted at the site of work

and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the amounts payable by the contractor to this office there from at appropriate percentage rate to/from the person or persons entitled to receive and give dishonor-age for the transaction/process.

(b) IN CASE OF NON-SUCCESSFUL BIDDERS:
In case of Non-Successful Bidders undergone through any of the above events, the rules and procedures prescribed by Govt. of Orissa will be final and binding on all concerned.

19. REMOVAL OF CONTRACTOR'S MEN:
The contractor shall, immediately and instantly, on the written instruction of the Engineer-in-Charge/Municipal Commissioner, remove from the work site, any person(s) employed/engaged by the Contractor for the reasons to be intimated by this office to the Contractor. Such person(s) shall not be employed again in the work without written permission of the Engineer-in-Charge/Municipal Commissioner.

20. RESOLUTION OF DISPUTES AND LEGAL JURISDICTION:
Claims and disputes should be avoided as far as possible in conformity with the Terms and Conditions of the DTCN. If the nature of any claim or dispute in connection with the Work and the Contractor is found to be beyond the purview/domain/contents of the DTCN and/or cannot be solved mutually then the mater shall be referred to the Corporation Body of this Office either through any of its Standing Committee, legally empowered to deal with such matters, or directly for a thorough discussion and deliberation over the claim / dispute (s). The Corporation Body, if feels genuine and proper in accordance with the relevant rules and regulations, may come-up with a Resolution (s) over the claim / dispute (s) referred to it. In normal cases, decision of the Corporation Body to be communicated to the concerned bidder by the Municipal Commissioner in shape of a Resolution (s) shall be binding upon / acceptable by the bidder. If none of the above options are either exercised or exercisable, then;

i) These claims are to be settled by a Civil Court of Competent Jurisdiction by way of Civil Suit.

ii) The pendency of Civil Suit proceedings shall not dis-entitle Berhampur Municipal Corporation, to terminate the Contract and to make alternative arrangement for completion of the work unless otherwise prevented by any Court from exercising any such power or adopting any such alternative by this Office.

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iii) For the purpose of legal jurisdiction in the event of dispute(s), if any, Competent Court(s) located within the State of Orissa shall be treated as the legal boundary/ jurisdiction unless otherwise directed by the Apex Court of India.

21. BONUS FOR EARLY COMPLETION:

In case the contractor completes the work ahead of the Scheduled Completion Time, a bonus @ 1% (One Percent) of the tender value per month computed on 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 alongwith final bill after completion of the work.

The Bonus/ Incentive should be paid in respect of any individual project for new construction/ substantial or additional improvement works of the following minimum value for which the Bonus/ Incentive is applicable :

Name of Work		**Minimum Value**
1.	Building Work / P.H. Work	Rs. 40.00 Lakhs
2.	Road Work	Rs. 300.00 Lakhs
3.	Irrigation Works	Rs.1000.00 Lakhs

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule.

NOTE : The Work, for which Tenders/Bids have been invited in this Notice, will not be covered under the above Incentive Clause/Condition/Provision because the Work involves Integrated Construction Works and hence Separate Work Orders will not be Issued for the Constituent Components of the Work such as ; Building, Water Supply, Road, Drainage, Sewerage, etc.

22. FORCE MAJEURE :

Neither the Contractor nor the Engineer-in-Charge/Municipal Commissioner shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of the events such as; hostility(s), revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each

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other regarding the future of the Contract and work together for mutual settlement of the Contract.

23. VARIATION IN QUANTITIES AND RATES:

a) Execution of the quantities will not be allowed to be varied by more than 5% on higher side without prior approval of competent authority in respect of the items for which the accepted tender rate(s) is / are more than 25% excess over the corresponding estimated rate(s).

b) In the event of any item (s) of the Work for which the contractor has quoted rate(s) which is / are grossly below the corresponding estimated rate(s) or (CSR) for that item (s), the difference between the amounts corresponding to the estimated rate (s) or (CSR) and this grossly less quoted rate (s) for the stipulated quantity (s) of the work to be executed by the contractor shall be kept withheld from the payment due to the contractor until such time as the execution of said item (s) of the work is / are completed in all respects by the contractor to full satisfaction of the Engineer-in-Charge / Municipal Commissioner.

NOTE: The above Condition No.23 is not applicable for Percentage Rate / Lump-Sum / Turn-Key Contracts.

24. UNILATERAL STOPPAGE OF WORK:

Unilateral Stoppage of the Work by the Contractor without prior written permission from the Engineer-in-Charge/Municipal Commissioner will be considered as Breach of Contract and in such a case(s), Berhampur Municipal Corporation reserves the right to take such actions as it may deem fit.

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25. CONTRACTORS ARE PUBLIC SERVANTS:

In accordance with the Orissa Municipal Corporation Act, 2003, Section 633, every Person/Contractor, with whom the Municipal Commissioner or any Officer of Berhampur Municipal Corporation duly authorized by the Municipal Commissioner, has entered into any Contract/Agreement on behalf of the Corporation, in the performance of his duty or anything which he is empowered or required to do by virtue or in consequence of provisions of this Act or any bye-laws, rule or order made thereunder, shall deemed to be Public Servants within the meaning of Section 21 of Indian Penal Code (IPC), 1860 (45 of 1860).

26. BLACK LISTING OF ANY CONTRACTOR :

Any Contractor may be Black Listed as per amendment made to Appendix - XXXIV of OPWD Code Vol. - II on 'Rules for Black Listing of Contractors' vide Letter No.3365 Dt.01.03.2007 of

Works Department, Orissa. As per the said Amendment, any Contractor may be Black Listed for;

a) mis-behaviour/threatening to departmental & supervisory officers and staff of the Tender Inviting Office or of any other Inspection Team during execution of work/tendering process,

b) involvement in any sort of tender-fixing,

c) constant non-achievement of milestones on insufficient, unjustified and imaginary grounds/reasons 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 and,

f) submission of false / fabricated / forged documents for consideration of any tender.

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DTCN SECTION – VIII
BRIEF TECHNICAL INFORMATION ABOUT THE WORK

1. FOR INFORMATION OF THE BIDDERS:

In this Section and also in all other Sections of this DTCN, the Words bidder/Bidder, contractor/Contractor, successful bidder/Successful Bidder, contract/Contract, work/Work/Package, bid/Bid/Tender, etc., or the plurals of those words will carry the meaning, intention, and should be understood according to the subject, intention and concept cited/described in this DTCN as a whole, in conjunction with the Relevant Rules, Codal Provisions, Instructions/Guidelines of Govt. of Orissa on those aspects being issued from time to time. Still, if any doubt arises or any clarification is required by anybody over any such aspect of this DTCN, then the same will be promptly provided upon written request either Off-Line or On-Line till the last date and time mentioned in the DTCN (for seeking and furnishing clarifications).

2. SCOPE OF THE WORK :

The bidders desirous to get /obtain the detailed estimate of the work are requested to contact this office physically and apply for the same to the Municipal Commissioner, Berhampur Municipal Corporation. They will be provided with copies of the estimates and other documents related to the work and this tender, as available in this office, on payment of requisite cost for Printing, Xeroxing, etc. No correspondence, dispute, claim, etc., in any manner on this aspect will be entertained by this office, specially, with respect to time, contents and the charges for issue of copies of the documents. Such an option will be available to all concerned till the Last Date and Time for Seeking and Furnishing Clarification as mentioned in the NIB and DTCN.

3. SPECIFICATIONS TO BE FOLLOWED:

Standard specifications prescribed for Civil and Public Health Engineering Works shall be followed. However, in all cases, decision of this office (direction of the Engineer-in-Charge / Municipal Commissioner) will prevail / have over riding effect. The Bidders are requested to note that, the 'Description of Items of the Work' mentioned in the 'Schedule of Quantities' attached to the 'Financial Bid' are indicative only but not exhaustive. Detailed description of the items are available in this office. These details can be provided in similar manner and under similar terms and conditions mentioned in Sl. No.2 above.

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4. SITE CLEARANCE:

The work site, either in whole or as per requirement, for the purpose of alignment and demarcation, shall be cleared and levelled by the Contractor. The Contractor has to supply necessary labour, materials, tools and plants for fixing benchmark pillars/ alignment pillars/ alignment pegs, levelling and profiling the site and maintaining the same till completion of the work. This office will help and guide the Contractor for lay-out works and no payment for this purpose will be admissible. Similarly, after the work is finished or completed, the surplus materials and debris are to be removed by the Contractor and preliminary works such as vats, mixing platforms, level pillars, temporary sheds and Go-downs, etc., are to be dismantled and/or removed from the site. The construction / work site should be cleared and dressed properly as per direction of Engineer-in-Charge/Municipal Commissioner. After the work is completed in all respects as per the contract including the above site clearance works, the Contractor shall vacate the site with his/her/their man power, materials, tools and plants within one month from the date of completion of the work after making good the damages, if any caused to the work within that one month interval between completion of the work and leaving and vacating the site.

5. IDLE LABOUR :

The Contractor should keep himself in touch with the Engineer-in-Charge/Municipal Commissioner for smooth execution of the work and arrange adequate labor depending on the quality, quantity, sequence, time of execution and working space available at the site. No claim, whatsoever, for detention/ idle labour will be entertained by this Office.

6. STATUTORY OBLIGATIONS OF THE CONTRACTOR:

(a) The Contactor shall have to arrange water for drinking, sanitation and construction purposes at the site, power supply (Electricity or Like) required for the Work at his/ her/ their own cost. This Office does not assume any responsibility in this regard.

(b) Gangway, scaffolding or any such arrangements required for the work are to be provided by the contractor at his/her/their own cost as per direction of the Engineer-in-Charge/Municipal Commissioner. This Office will have the right to inspect such arrangements made for the work and may reject partly or fully the structures found defective in opinion of the Engineer-in-Charge./Municipal Commissioner. In spite of that, the Contractor shall always remain solely responsible for safety of life and property of all concerned including this office, of the Contractor, of the Adjoining Areas for any direct

adverse effects possible due to defective working infrastructure set-up arranged / provided by the Contractor at the site.

7. DEVIATION IN QUANTITIES AND/OR ITEMS OF THE WORK:

This Office reserves the right to make such increase or decrease in quantity(s)or item(s) of the Work mentioned in the Schedule of Quantities (BOQ) attached to the DTCN, as may be considered necessary for satisfactory completion of the Work and such increase or decrease shall in no way invalidate/ vitiate the **Approved Percentage Rate/Approved Item Rate(s)** (as applicable). The contractor shall not be entitled for any compensation on this account except grant of extension of time, where considered necessary.

8. TESTING OF THE MATERIALS, CONCRETE, ETC:

During execution of Work, the contractor shall do everything in time required for testing of the materials, components, items (as applicable), as per requirements and as per direction of Engineer-in-Charge/Municipal Commissioner. No payment and/or claim on this account will be admissible by this office. In this connection, the Contractor shall submit sample(s) of the materials (Quantity to be decided by this Office) proposed to be used for the work before procurement for testing, acceptance/approval as may be required by this Office. The materials and work (in whole or in part) will be inspected by the Engineer-in-Charge / Municipal Commissioner or any other person duly authorized by him from time to time. It is the duty of the contractor to dismantle / remove all the rejected materials / portions of the work from the site within 48 hours of such rejection at his own risk and cost. The contractor will have to undertake a few tests and will have to produce test certificates of the raw materials and finished products at his own cost and within the specified time periods as per direction of Engineer-in-Charge. The organisations/ offices/ agencies through which testing works are to be carried out shall be as per the direction of Engineer-in-Charge.

9. DEWATERING:

Dewatering from the foundation of structures, when and where necessary from the site during execution will have to be done by the contractor and no extra payment will be made for this purpose.

10. ARRANGEMENTS TO BE MADE BY THE CONTRACTOR TO FACILITATE INSPECTION AND SAFTY OF LIFE AND PROPERTY:

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Lighting & Sanitary arrangement and supply of drinking water will have to be made by the Contractor at his own cost at the site. Safe means of access shall be provided to all working platform and other working places. Adequate precaution shall be taken to prevent danger from electrical equipments. Hand lamps shall be provided with Safety Mesh Guard, wherever required. Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle breaking out of fire.

All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by the persons concerned.

The materials at the sites shall be stacked or placed in such a manner so as not to cause any danger or inconvenience to any life or property. The Contractor shall provide necessary barricading and lighting arrangements (from dusk to dawn) to protect the public from any possible accident and shall be bound to bear all expenses of defence or any suit action or other proceedings at law that may be brought by any person(s) for owing to negligence on part of the Contractor in respect of the above precautionary measures and to pay any compensation which may be ordered in any such suit action.

The contractor shall take every precaution so as not to cause any harm/ damage to any life and property of anybody / organization. The Contractor will be solely responsible for any such event and will be liable to pay compensation and do everything required as per relevant Rules and Provisions made by the concerned Wing(s) of the State and Central Govt. in this regard. This Office will not take any responsibility on this account.

11. SITE ORDER BOOK:

A Site Order Book shall be issued to the Contractor by the Engineer-in-Charge/Municipal Commissioner. The Contractor shall keep this Book always at the site and any special order or instruction to be issued to the Contactor shall be recorded in this Book by the Engineer-in-Charge/Municipal Commissioner. The Contractor shall sign all orders and instructions as token of acknowledgements of the orders. The Site Order Book shall be the property of this Office and will remain, during the stipulated/extended work completion period, with the Contractor. The safe custody of the Site Order Book during this period shall be the responsibility of the Contractor. After completion of the work, or at any stage before that as per instructions/orders of Engineer-in-Charge/Municipal Commissioner, the Book shall be submitted by the contractor in Office until further instruction/order. In normal cases, after

completion of the work to full satisfaction of the Engineer-in-Charge/Municipal Commissioner, the Site Order Book shall be declared as **Complete and Closed** with dated signature of the Contractor and the Engineer-in-Charge/Municipal Commissioner. This **Completed/Closed Site Order Book shall be a part of the Final Bill of the Work .**

12. ATTENTION TO URGENT WORKS:

If any urgent work in the opinion of Engineer-in-Charge/Municipal Commissioner becomes necessary to be executed and the contractor is/are unable and unwilling to carry it out at once / immediately, the Engineer-in-Charge/Municipal Commissioner may, by his own or through other agency(s), carry it out, as he may consider necessary. All expenses incurred in this process(s) shall be recoverable from the Contractor or be adjusted against any sum payable to the Contractor.

13. RESCISSION OF CONTRACT:

Subject to other provisions contained in this DTCN, the Municipal Commissioner of this office may, without prejudice to any other right(s) or remedy(s) available to him against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

If the contractor, having been notified by the Engineer-in-Charge / Municipal Commissioner in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner, or the starting / progress / completion of the work is being inordinately delayed, shall omit to comply with the requirements of such notice (s) for a period of seven days thereafter.

DTCN SECTION – IX

LIST OF PRESCRIBED FORMATS TO BE DOWN-LOADED, TO BE FILLED-UP IN SPECIFIED MANNER AND THEN TO BE UP-LOADED

Before filling and submitting the Forms/ Documents / Letters/Declarations/Affidavits, etc., each bidder is requested to refer the relevant clauses of the DTCN and then fill them, put his/her/their signature at the appropriate place of each document/form, Up-Load a scanned copy of each document/form (should be legible) and then submit the original or a copy of each document, as mentioned in the DTCN Section-V, Sl.No.9 & 10, in the sealed envelope, in this office. The stipulated Date & Time for submission of the sealed envelope shall be as mentioned in the DTCN.

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DTCN SECTION – IX : Form No. I
LETTER FOR SUBMISSION OF TENDER/BID

(To be filled in by the Bidder)

Note: -

(1) Conditional letter will make the bid liable for rejection.

(2) Each intending bidder should fill-up the required information in this letter and submit the scanned copy of this letter On-Line along with his/her/ their bid.

(3) The original letter should be submitted in the sealed envelope / cover including the EMD, Cost of the Bid Documents and other Documents as per DTCN to suit the Work so as to reach the OIT latest before Opening Time of the Technical Bids.

Ref. No. _____/ Dt.

To

The Municipal Commissioner
Berhampur Municipal Corporation

Sub:- Submission of Tender/Bid for the Work, "_____
_____"

Ref:- Notice Inviting Bids (NIB) for the Works vide Bid Identification No. _____ Dt. _____ of Berhampur Municipal Corporation Published in the Website https://tendersorissa.gov.in

Dear Sir,

With reference to the above subject, I/we are to inform you that in response to your above mentioned Notice (NIB), I/we have Down-Loaded the Detailed Tender Call Notice (DTCN)/ Bid Documents for the Work mentioned above.

1. After having thoroughly examined the same, I/we hereby tender for the Work mentioned above to execute the same according to the DTCN terms and conditions.

2. I/We have examined the site conditions carefully and thoroughly where the goods and services are to be delivered (work to be executed). While submitting my/ our Tender/Bid for the above Work, the site conditions (prevailing at present and likely to be in future till the Project is Completed and Defect Liability Period is over) have been taken into account and I/we have offered my / our rate accordingly in the Financial Bid.

3. My/Our offer is absolutely unconditional and is in conformity with the requirements of the NIB and DTCN. We understand that if any condition will be put forth by me/ us at any stage, then my/our Tender/Bid will be liable for rejection irrespective of its processing stage/status.

4. I/We understand that you are not bound to assign any reason to me/us in case of rejection of my/our Tender/Bid.

5. I/We, hereby, keep my/our offer open for a minimum period of 120 (One hundred Twenty) days from the date of Opening of the Financial Bid. Further extension of validity will be our prerogative.

6. I/We undertake to adopt all possible measures to avoid delay at Pre-Work Order Issue and Post-Work Order Issue stages so as to complete the Work within the Stipulated Time.

7. The List of Documents and Financial Instruments submitted by me/us constitute a part of my/our Bid.

8. Cost of the Bid Documents furnished for Rs._____ in shape of Account Payee Bank Draft/Pay Order vide No._____ dt._____ of (Bank) _____, Branch _____

9. EMD furnished for Rs._____ in shape of _____ vide No._____dt._____ of Post Office / Bank _____ Branch _____

10. Additional Bid Security (ABS) (if applicable) furnished for Rs._____ in shape of Account Payee Bank Draft/Pay Order vide No._____dt._____ of (Bank) _____Branch _____.

I/We extend unconditional consent and undertake to abide by and fulfill all the Terms and Conditions of the DTCN and the instructions of your good office which may be given to me/us from time to time in connection with successful execution and completion of the Work with respect to time, quality and quantity.

Present Address for Quick Correspondence :

1. Name :
2. C/O. :
3. At :
4. Post :
5. Via :
6. District :
7. PIN Code :
8. e-mail ID :
9. FAX No. :
10. Telephone No. :
11. **Permanent Address :**

Yours faithfully,

Signature of the Bidder

(Full Name of the Bidder)
(Authorized Signatory with Designation
and Company/Office Seal in case of
Firm/Company/Joint Venture)

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DTCN SECTION – IX : FORM No. IV

NO RELATIONSHIP CERTIFICATE

I, hereby, declare that I am not related to any staff / officer of the Berhampur Municipal Corporation in the any Rank who can do any favour to me directly or indirectly in connection with my Bid/Tender being submitted herewith for the Work.

(Signature of the Bidder)

(Full Name of the Bidder)
(Authorised Signatory with Designation &
Office Seal in case of Firm/Company/Joint Venture)

DTCN SECTION – IX : FORM No.V

LIST OF TOOLS, PLANTS AND MACHINERIES PROPOSED TO BE DEPLOYED/ USED BY THE BIDDER FOR THE WORK

Sl. No.	Name of the Tool/Plant/ Machinery	Present Working Condition/ Status of the Equipment

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(Signature of the Bidder)

(Full Name of the Bidder)
(Authorised Signatory with Designation &
Office Seal in case of Firm/Company/Joint Venture)

DTCN SECTION – IX : FORM No.VI

INFORMATION REGARDING CURRENT LITIGATION(S), DEBARRING/ EXPELLING OF THE BIDDER FOR ABANDONING ANY WORK(S) BY THE BIDDER

(Information to be furnished by the Bidder only)
(Strike out from 'Yes' / 'No' whichever is not applicable)

1) Whether the Bidder is/are currently (2012-13) involved in any litigation (s) relating to any Govt. Contract Work(s) in India : **Yes / No**

2) If **Yes**, please furnish the details :

3) Whether the Bidder or any of its Constituent Partner(s) (in case of Firm / Company / Joint Venture) has/have been debarred/expelled by any Govt. Authority/Office in India since last two years (11- 12, 12-13) : **Yes / No**

4) If **Yes,** please furnish the details **:**

5) Whether the Bidder or any of its Constituent Partner(s) (in case of Firm / Company / Joint Venture) failed to perform according to the Terms& conditions of the Work/ Contract(s) and whether any Contract(s) awarded in favour of the Bidder in India was/were Rescinded with penalty during the last two years (11- 12,12-13) **:** **Yes / No**

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6) If **Yes,** please furnish the details :

7) Whether any Criminal Case(s)
Has/have been instituted and/or
in progress in India by any Govt.
Office / Authority against the Bidder
since last two years11- 12, 12-13) due to
Non-fulfillment of the obligations
in respect of any Public Work(s) Contract : **Yes / No**

8) If **Yes,** please furnish the details
and present status of such case(s) :

I undertake that, If any information or any declaration furnished in this document is found to be incorrect or concealed then, I will be liable for penalty and/or punishment as per Rules and as deemed proper by Berhampur Municipal Corporation.

(Signature of the Bidder)

(Full Name of the Bidder)
(Authorised Signatory with Designation &
Office Seal in case of Firm/Company/Joint Venture)

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DTCN SECTION – IX : FORM No. VII

DECLARATION BY THE BIDDER / TENDERER

1. I have inspected the proposed Work Site where the work is to be executed and goods and services are to be delivered. After thorough and vivid site inspections, observations and having properly understood the terms and conditions of the DTCN/Bid Documents, I hereby, submit my Bid for the work with all correct documents and data /information.
2. Certified that, I/we am/are aware of the financial condition of Berhampur Municipal Corporation and in the event of becoming a successful bidder for this work, I/we will have no objection, if any delay occurs in payment of my/our bill (Running Account or Final) either in full or in part for execution of the work (whole or in part) and I will not stake any claim in any manner whatsoever upon Berhampur Municipal Corporation or any of its Officers and Staff for any delay in payment.
3. This is to declare that, I/we am/are financially sound/capable to arrange required funds for the work, if become a Successful Bidder.
4. Certified that, in case of becoming a Successful Bidder for the work, I/we will have no objection, in case of any addition and alteration of the items and/or quantities mentioned in the Tender Schedule/BOQ/Schedule of Quantities and, I/we will not be entitled for any financial compensation for such addition and alteration. In case, any items/works/installations not covered in the Tender Schedule/BOQ/Schedule of Quantities, is/are found essential for supply/execution/installation, as the case may be, then I/we undertake to supply/execute the same at Current Schedule of Rates or at mutually settled rates (as applicable), terms and conditions without any subsidiary claims.
5. I/we understand that in case of incomplete tenders submitted by me/us, extraneous conditions imposed by me/us and for non-submission of the required documents along with my/our bid/tender paper, then my/our tender will liable for rejection.
6. In case of becoming a Successful Bidder, disobedience of instructions of the Engineer-in-Charge/Municipal Commissioner and violation of any terms and conditions stipulated in the Letter of Intent /Work Order/Agreement by me/us will render my tender/agreement for rejection/cancellation/rescind and under such a situation action as deemed fit will be taken against me/us with forfeiture of EMD by Berhampur Municipal Corporation.

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7. In case of cancellation (if any) of the tender for this work or for other such works for which bids have been invited in this Notice, I/we hereby declare/undertake that, I/we will neither enter into any correspondence/dispute with Berhampur Municipal Corporation nor the organization will be liable to comply with my correspondences/queries and, I/we will not claim anything in any manner from the organization for such cancellation of the tender now or ever except to get back the EMD and ABS furnished (if any).

(Signature of the Bidder)

(Full Name of the Bidder)
(Authorised Signatory with Designation &
Office Seal in case of Firm/Company/Joint Venture)

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