

OFFICE OF THE UMERKOTE MUNICIPALITY

NABARANGPUR (ODISHA), PIN- 764073

E-mail: nac_umerkote@rediffmail.com

"e" PROCUREMENT NOTICE.

Bid Identification No: UKTM-MUN- 01/2025-26

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

1. Name of the Work : Civil Work
2. No. of works : 57 Nos.
3. Estimated Cost : Rs. 1.34 lakhs to Rs. 31.30 lakhs
4. Period of Completion : As per DTCN
5. Date & time of Bidding : From 10.00 A.M of 02/04/2025. To 11/04/2025. up to 5.00 P.M
6. Last date & time for receipt of Bids online in portal : Dt.11/04/2025. at 5.00 P.M
7. Bids received online shall be opened on : 11.00 AM. hours of Dt.15/04/2025
8. Name and address of the Officer inviting Bid : Executive Officer, Umerkote Municipality
Further details can be seen : www.tenderorissa.gov.in
from the procurement portal.

Amrta
26-3-25
Executive Officer
Umerkote Municipality

Memo No. 573

Date: 26/03/2025

Copy submitted to the Collector, Nabarangpur/ Project Director, DRDA-cum-DUDA, Nabarangpur / Sub-Collector, Nabarangpur/ Executive Engineer R&B Division, Nabarangpur for kind information with request to display the tender notice in their respective notice board for wide publication. Copy to the Director, I & PR, Bhubaneswar for information and necessary action with a request to publish it in the newspaper in the local edition minimum price for one day with 8 (CM) X 7 (CM) and sent the credit bill for payment.

Amrta
26-3-25
Executive Officer
Umerkote Municipality

Memo No. 574

Date: 26/03/2025

Copy forwarded to District e-Governance Manager (DeGM), Nabarangpur for information with a request of hoist the tender in the District Portal for wide publicity. A copy submitted to this Office for necessary information for record and evidence.

Amrta
26-3-25
Executive Officer
Umerkote Municipality

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

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


Executive Officer
Umerkote Municipality

UMERKOTE MUNICIPALITY

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

INVITATION FOR BIDS

COMPETITIVE BIDDING THROUGH e-Procurement

E-Procurement Notice No-01/25-26No: 579 /UKTM-MUN-25

Date. 26/03/2025

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

Sl No	Name of the Work	Amount put to tender (in RS.)	EMD(1%)	Cost of Tender Document (in Rs.)	Class of Contractor	Period of completion
1	Construction of Paver Block road from School Road to Ashok Mandal house and CC drain near Prabhat Talukdar house in Ward No 01	614018	6140	4000	C&D	2 Months
2	Construction of Drain from Jail road tube well towards Sipri Harijan House in Ward NO 01	378271	3783	2000	C&D	2 Months
3	Construction of Paver Block road from Malipara Burial ground towards Forest in Ward No 01	774673	7747	4000	C&D	2 Months
4	Construction of Paver Block road from School road to Tapan Pal house in Ward No 01	361205	3612	2000	C&D	2 Months
5	Construction of CC Drain from Dhepguda chowk to Buji house in Ward No 02	250655	2507	2000	C&D	2 Months
6	Construction of Paver Block road from Karuna house front to Sushila Gouda house in Ward No 02	224843	2248	2000	C&D	2 Months
7	Construction of Paver Block road with Drain from Kisan Nayak house to Jagannath house in Ward No 02	792783	7928	4000	C&D	2 Months
8	Construction of Paver Block road from PWD Road to Ambedkar Club & Drain with cover slab from Parbati Majhi house to Main road in Ward No 02	376370	3764	2000	C&D	2 Months

9	Construction of Paver Block road from Tikchand Harijan house to Trinath Harijan house in Ward No 02	248422	2484	2000	C&D	2 Months
10	Construction of Paver Block road from Tublu Shop to Bala Gouda house in Ward No 02	230565	2306	2000	C&D	2 Months
11	Improvement of B.T Road from Jagannath Rajpath to Panka sahi Junction in Ward No 03	399507	3995	2000	C&D	2 Months
12	Construction of Paver Block road with Drain from Masjid to Ramesh Das house in Ward No 03	1129133	11291	6000	C&D	2 Months
13	Construction of Paver Block road from Pendrani road to Hasmat Alli House in Ward No 03	178486	1785	600	C&D	2 Months
14	Construction of Paver Block road from P. Ravna Rao house to Durga Pattnaik House in Ward No 03	277222	2772	2000	C&D	2 Months
15	Construction of Paver Block road from Srinivas Rao house to Nigama Pattnaik house in Ward No 03	309502	3095	2000	C&D	2 Months
16	Construction of Paver Block road with Drain from Banamali Majhi house to Prakash Gouda house in Ward No 03	756311	7563	4000	C&D	2 Months
17	Construction of CC Drain With Cover Slab from Hemanta Sahu house up to Gandhi Chowk Medical in Ward No 04	913922	9139	4000	C&D	2 Months
18	Construction of Paver Block road from Sabesh Hotel to Hemanta Jena house in Ward No 04	210725	2107	2000	C&D	2 Months
19	Improvement of B.T Road from BT Road Babulal Samal house to Mancha Das house in Ward No 04	842734	8427	4000	C&D	2 Months
20	Construction of Paver Block road from Kondagam road to toni house in Ward No 04	322510	3225	2000	C&D	2 Months
21	Improvement of CC Drain With Cover Slab from Arjun Ponda godown to Mahananda Choudhry and in Ward No 05	2381675	23817	6000	B&C	2 Months
22	Improvement of road from Raighar main road to Masanipada road via Goji in Ward No 05	398811	3988	2000	C&D	2 Months
23	Construction of Paver Block road from Bimal Mistri house to Prakash Samajddar house & CC Drain With Cover Slab from Prakash Samajddar house to Tarak Kirtania house in Ward No 06	831488	8315	4000	C&D	2 Months
24	Construction of CC Drain With Cover Slab from Debendra Dutta House to Amit Adhikari house in Ward No 06	514435	5144	4000	C&D	2 Months

25	Construction of CC Drain With Cover Slab from Mohan Sardar house to Bikash Mandal house in Ward No 06	811571	8116	4000	C&D	2 Months
26	Construction of Paver Block road from Kalu Charan Behera house to Nuniadhodi Drain in Ward No 07	607632	6076	4000	C&D	2 Months
27	Construction of Paver Block road from Kusumguda Fci road to Ramesh house near Siv Mandir in Ward No 07	247354	2474	2000	C&D	2 Months
28	Construction of CC Drain & road from Prafulla pattnaik house Nunia Dhodi Drain in Ward No 07	113716	1137	600	C&D	2 Months
29	Construction of Paver Block road from Prabhakar Patra house to Kusumguda School in Ward No 07	418378	4184	2000	C&D	2 Months
30	Construction of CC road with Guard Wall from Pratap Biswal house to Bimal Dalai House in Ward No 07	233335	2333	2000	C&D	2 Months
31	Construction of Paver Block road from Sujata Gouda house to Kalia Raul house in Ward No 07	339661	3397	2000	C&D	2 Months
32	Construction of Paver Block road Umerkote Main road to Kusumguda FCI Godown road Via Amit Lodge in Ward No 07	535625	5356	4000	C&D	2 Months
33	Improvement of B.T Road from BT Road Kondagaon main road to Mohan Nayak house via Girls High School in Ward No 08	1460854	14609	6000	C&D	2 Months
34	Construction of CC Drain With Cover Slab from Ratna Gouda house to Chotu Ray house in Ward No 08	533293	5333	4000	C&D	2 Months
35	Construction of CC Drain With Cover Slab from Laxmi Sabar house to Bilal Hingora house in Ward No 08	185871	1859	600	C&D	2 Months
36	Improvement of B.T Road from BT Road Bhima Nayak house to Mission Shakti house in Ward No 09	615531	6155	4000	C&D	2 Months
37	Construction of Paver Block road from Ghasi Gouda house to Bono Gouda house in Ward No 09	330820	3308	2000	C&D	2 Months
38	Construction of Paver Block road from Gobinda Saha house to Lal mahmmad house in Ward No 09	213323	2133	2000	C&D	2 Months
39	Construction of Paver Block road Mission Shakti to Canal Road in Ward No 09	973876	9739	4000	C&D	2 Months
40	Improvement of B.T Road from Dilip Pattnaik house towards Kisok Bank Guliptna in Ward No 10	2103528	21035	6000	B&C	2 Months

41	Cover Slab with paver road near Jogini Temple at Gulipatna in Ward No 10	210480	2105	2000	C&D	2 Months
42	Construction of Paver Block road from Canal road to Gond Sahi burial Ground in Ward No 11	918627	9186	4000	C&D	2 Months
43	Construction of Paver Block road from Goutam Bepari Shop to Narayan Bhatra house in Ward No 11	396206	3962	2000	C&D	2 Months
44	Construction of CC Drain With Cover Slab from Pakulu Gond house to Behera house Bhaluguda in Ward No 11	559192	5592	4000	C&D	2 Months
45	Const of Boundary Wall at Amarjawn Jubaka Sangha in Ward No 11	379832	3798	2000	C&D	2 Months
46	Construction of Paver Block road from Bikram Sarkar house to Parichaya Gruha in Ward No 12	588750	5888	4000	C&D	2 Months
47	Construction of Paver Block road from Biswajit Mandal house to Prakash Baroi house in Ward No 12	225402	2254	2000	C&D	2 Months
48	Construction of Paver Block road from Biswanath Mandal house to UV 03 School road in Ward No 12	159925	1599	600	C&D	2 Months
49	Construction of Paver Block road from Debasis Biswas house to Krishna Bala house in Ward No 12	216268	2163	2000	C&D	2 Months
50	Construction of CC road near Sibani Bairagi house Hatat Colony in Ward No 12	181398	1814	600	C&D	2 Months
51	Improvement of B.T Road from Uv 03 School to Badal Kirtania house in Ward No 12	989924	9899	4000	C&D	2 Months
52	Construction of Paver Block road from Durja house to Moti gouda house and Mohan Gouda house Ektaguda in Ward No 13	353978	3540	2000	C&D	2 Months
53	Construction of Paver Block road from Manoj house to Mantu Dash house & back Side of Kali Badi in Ward No 13	734355	7344	4000	C&D	2 Months
54	Construction of Paver Block road from Mitu Panda house to Niranjan Mandal house in Ward No 13	192438	1924	600	C&D	2 Months
55	Construction of Paver Block road from Durja house to Tulsi Das house to Prithviraj Das house in Ward No 13	828347	8283	4000	C&D	2 Months
56	Improvement of B.T Road from Karna Durga house towards PWD Main road in Ward No 14	2290715	22907	6000	B&C	2 Months
57	Improvement of road inside wealth Centre of Umerkote Municipality	3130000	31300	6000	B&C	2 Months

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

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

INSTRUCTION TO BIDDER

Detail of documents to be furnished.

1. Scanned copies of the following documents to be up-loaded in PDF format in the Website i.e., www.tendersorissa.gov.in
 - a. Tender Paper cost to be remitted online by the name of the bidder who are Participating in bidding process.
 - b. Valid Registration Certificate (Both State Govt. & Municipal Registered Contractor) Affidavit regarding correctness of information/certificate.
 - c. In any occasion if the tenderer quotes less rate against the tendered rate, then he/she will have to furnish the differential amount (tendered rate (-) less rate quoted) can be imposed only for a successful bidder vide Order No. 13286/ W, dated 07/9/17 from Works Department, Govt. of Odisha, by way of Demand Draft along with other papers at the time of Agreement.
 - d. Bidder should not have been black listed by any Govt / Govt undertaking on bid submission date. Self-Declaration Certificate by the bidder in the form of affidavit is to be submitted.
2. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement.
3. DTCN is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN cannot participate in the bidder.

Eligibility Criteria: -

1. The eligibility criteria for participation in this tender are given below. The tenderers should go through these eligibility criteria before purchasing the tender documents. Tenderer(s) not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will summarily be rejected.
 - a. EMD is required as per office memorandum no. 8475/F dtd.05.04.2022 & 8484/F dtd.05/04/2022 of Finance Department, Govt. of Odisha. But Bid Security declaration should be furnished by the bidders.
 - b. The intending tenderer(s) should have the valid **Registration Certificate** as on date of the required class as mentioned in Col-3 of the table in DTCN.
 - c. The intending tenderer(s) should have up to date valid PAN.
 - d. The intending tenderer(s) should have Valid Up-to-date GSTIN clearance challan certificate.
 - e. D.D. / T.D.R for differential amount of the tendered rate (-) quoted rate / at the time of agreement.
 - e. Affidavit regarding correctness of information/ certificate.
 - f. Valid Registration Certificate (Both State Govt. & Municipal Registered Contractor)
 - g. Tender Paper cost to be remitted Offline & each bidding should be submitted in individual packets.
 - h. Bidder should not have been black listed by any Govt / Govt Undertaking on bid submission date. Self-Declaration Certificate by the bidder in the form of affidavit is to be submitted.
 - i. 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. He should produce an affidavit along with the tender paper to the effect that he has not availed the exemption of EMD for 03 (Three) works during the current financial year along with photocopy of license. Similarly, the S.C. contractor desires to avail price preference and EMD concession shall have to produce the required affidavit claiming the same. Individual registered contractors/ private limited companies / partnership firms claiming for SC/ST concession should be registered as SC/ST.
2. Filled up sealed tenders in complete shape will be received as per DTCN through online.
3. Tender containing extraneous conditions not covered by the conditions here-in-before and herein-after provided and quoting rates of units different from those prescribed in the tender Schedules will be liable for rejection. No Tenderer will be permitted to furnish tender in their own Manuscript form.

INFORMATION FOR THE INTENDING BIDDERS

1. Bid documents consisting of DTCN are available in the e-procurement website i.e. <https://www.tendersodisha.gov.in> (For view, download and bidding)
2. As stated above, it is a single bid e-procurement proposal of UKTM. As per the corresponding guidelines of Govt. of Odisha, each on-line Part-I Bid must be accompanied with legible scanned copies of valid Contractor's Registration Certificate (License) (save as mentioned at # above), GSTIN Registration vide SL 1 of Section-III of DTCN Part-I), PAN CARD, (save as described at * above) .
3. Each on-line Part-I Bid should also be accompanied with legible scanned copies of documents in support of eligibility criteria of the corresponding bidder mentioned at *, and other pages of this DTCN. In addition to these, each bidder should also submit Declaration Certificate, No Relationship Certificate in the prescribed formats as enclosed to the **DTCN at Annexure-I to VI**. Without these documents the bid(s) will be liable for rejection..

4. Regarding submission of original documents as a prime component of Part-I Bid, the following instructions are to be followed. The intending bidders should submit their On-Line Generated Bid-Submission Confirmation Sheet, **Original Affidavit(s)** sworn before Notary Public or Executive Magistrate, as applicable to the corresponding bidder(s) in the manner/formats attached to the DTCN at annexure-III to VI.(save as mentioned at * above for exemption), Intending bidder(s) eligible to avail exemption of EMD), as mentioned at * above, should submit and enclose original affidavit(s) in the prescribed manner/ format enclosed to the DTCN. Requisite supporting document in support of the claimed exemption of EMD) (if any) should be submitted along with the corresponding affidavit to become eligible for the aforesaid exemption. Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/inconsistent document(s), the corresponding bid(s) shall be rejected outrightly. If found necessary for further verification/ reference/record, original(s) of any document(s) should be produced by the respective bidder(s) before the undersigned within such period as intimated/ instructed (over telephone/ physically/ through e-mail/ letter), failing which the respective bid(s) shall be treated as incomplete/ nonresponsive and hence shall be rejected.

5. **Time Schedule for Bidding.**

Sl. No.	Description	Critical Dates
(i)	Period of availability of tenders on-line for bidding	From 10.00 A.M of 02/04/2025. to 11 /04/2025. up to 5.00 P.M
(ii)	Last date & time of bidding on-line (Submission of Bids	Dt. 11/04/2025. at 5.00 P.M
(iii)	Date & time of opening of the Bids received on-line	11.00AM. hours of Dt 15/04/2025
(iv)	To be intimated later to the bidder(s) found qualified after evaluation of Technical Bids and Price Bid received on-line.	

6. The opening of Bids received on line at Sl. III above and the on-line technical & Price bids received shall be opened at 11.00 A.M onwards on Dt. 15/04/2025 in the office of Umerkote Municipality. If he same could not be opened on for any reason beyond the control of UKTM, then the same shall be opened on the next official working/ functioning day.
7. Each received bid, if otherwise not rejected, shall remain valid for a period of 90 days from the date of opening Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and UKTM.
8. If the % rate quoted by any bidder for the work is lower than or equal to 15% less (-), then such bid shall be rejected and the tender shall be finalized based on merits of the remaining bids. But, if more than one bid is quoted at 14.99% (decimals up to two numbers will be taken for all practical purposes) less, the tender shall be finalised through a transparent lottery system where, all such bidders/ their authorised representatives may remain present.

9. **Additional Performance Security (APS):**

Additional Performance Security (APS) i.e., the differential cost of the estimated cost put to tender minus the quoted amount shall be obtained only from the successful bidder when the bid amount is less than the estimated cost put to tender.

In view of Works Department Letter No. 13286/W Dt.07.09.2017, the said condition of providing Additional Performance Security of the amount of difference can be imposed only for a successful bidder.

On intimation from the tender inviting authority, the Successful bidder shall submit the required amount of Additional Performance Security in shape of D.D./T.D.R. in Scheduled Bank duly

pledged in favour of Executive Officer, UMERKOTE Municipality, UMERKOTE payable at UMERKOTE issuance of Letter of Acceptance (LOA) with in 7 (seven) days

As per Finance Department Letter No. 8475/F dtd.05.04.2022 & 8484/F dtd.05/04/2022 of the state Government is pleased to fix the following rate of Additional Performance Security.

Sl. No.	Range of Difference between the Estimated cost put to Tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provide for it.

10. The Bank will remit the Earnest Money Deposit on submission/ cancellation of bids to respective bidder's accounts as per direction received from TIA through e-procurement system. (as per the Appendix-II of DTCN). The earnest money given by other two parties (L2& L3) except one whose tender is accepted shall also be refunded within 15 (fifteen) days of the acceptance of the tender on application / requested shall also be returned to the unsuccessful bidders of General & Technical Bid (Part —I of tender documents) after finalization of its evaluation or last date of the tender validity period whichever is earlier on application/ request.
11. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the intended works are to be executed and submit their bids accordingly.
12. In case of any inconsistency or contradict among different clauses/conditions/ instructions/ information furnished in this tender call notice/DTCN, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the Agreement to be drawn by UKTM with the successful bidder, conditions to be stipulated in the Agreement shall be followed for all practical purposes unless any of those condition(s) is/ are found redundant/ inapplicable and inconsistent with the relevant provisions of OPWD Code/Govt. instructions, as issued and amended till the date of invitation of this tender. In such case(s) the provision(s) in OPWD Code/ Govt. guidelines shall prevail over the respective Agreement Condition(s). In case of any dispute between the selected bidder and UKTM regarding such overriding effect, decisions of UKTM shall be final & binding without prejudice to the remedies available to either party under law of the Nation (India). Intending bidders are requested to understand this condition thoroughly and submit their tenders accordingly. For legal dispute(s), if any, the place of occurrence of the dispute(s) shall be treated as the present jurisdiction of UKTM.
13. Unusual or unilateral interpretation (if any), of any part or whole of the DTCN by any bidder and subsequently by the selected bidder, of any information/condition/provision to be laid down in the agreement (to be drawn between the selected bidder and UKTM), shall be out rightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from UKTM, shall be treated as violation(s) of the terms and conditions of this DTCN/agreement and hence, action as deemed fit by UKTM shall be taken against such bidder(s) or contractor. Under such circumstance(s), UKTM shall resort to any procedure deemed fit for execution/ completion of the work no claim in any manner by any bidder or the contractor shall be entertained/ accepted by UKTM.

14. The authority reserves the right to reject any or all the bids without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.
15. Rates: The Tenderer shall quote their offer on 'Percentage Rate' (excess or less) over the estimated cost in the Price Bid appended to the tender document for complete work in all respects. The estimated cost is excluding GSTIN. The rates of item basing on which estimated cost has been derived are excluding GSTIN on different components to arrive at such rates. The offer shall be inclusive of cost of all materials, labour, T&P including the building and other construction workers welfare cess with surcharge, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of them serials to the site etc. and all other expenses incidental there for successful completion, testing & commission GSTIN as applicable on works contract shall be paid over the bill amount at the time of Payment of Bil .

DTCN PART-I: SECTION-II

GENERAL CONDITIONS OF THE DTCN/CONTRACT

1. Incomplete Tender(s) and Seeking Clarification(s): Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by SMC that, further clarification(s) is/ are required on any document(s) submitted by any bidder(s), then SMC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as UKTM may decide just & proper for completion of the procedure(s). The result(s) of this / these time bound pursuit(s) shall have bearing(s) upon further evaluation/ finalisation of the corresponding tender(s) of the bidder(s) or on the tender for the work.
2. No Claim for Bidding /Cancellation of Tender, etc: No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/ rejection/ acceptance/withdrawal of the tender.
3. Understanding the DTCN Before Bidding: The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (DTCN Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by UKTM with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
4. Drawl of Agreement: If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding at least for three years in UKTM and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L2 bidder negotiates his/her/their rate and terms and conditions as per the rate quoted by the L1 bidder, otherwise the tender will be cancelled.
6. Work Programme: The selected bidder shall submit construction schedule during signing of the agreement. The same shall be approved with necessary modification, if any, by UKTM. However, UKTM shall reserve the right to modify the sequence of execution of different items/ components/ sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the selected bidder to abide by such changes in construction schedule/ bar chart as per direction of UKTM. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the UKTM.
7. Urgent Work: If any urgent work in the opinion of UKTM becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-Charge may carry out it by his own or through other agency as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.

8. Change(s) in Name and Constitution of the Contractor: Any change(s) in the name/ constitution of the contractor, shall be forthwith notified by the contractor to UKTM for information. In case of failure to notify the change(s) within 15 days, UKTM 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 UKTM and, the same consequences shall be ensured as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.
9. Contract not to be Sub-let: The contractor shall not subcontract/ sublet the work assigned to him. If the contractor shall assign or sublet any part or whole of this contract or attempt to do so, the contract shall be rescinded with forfeiture of the EMI) and penalty will be imposed as may be decided by UKTM.
10. Payment/ Deduction/Withhold/Retention of Duties, Levies, Taxes & Security Deposit:
 - (i) The contractor shall bear all Taxes Duties, Levies, Central and State Taxes Cess, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages, as applicable, & UKTM shall not entertain any claim whatsoever in this respect other than admissible for payment as per rules and practices. Statutory withhold/deduction of taxes, SD, MSD as applicable, shall be done by UKTM from each running account bill of the contractor.
 - (ii) Notwithstanding anything contained in this DTCN, 5% of each bill amount found payable to the contractor, as decided and corrected by UKTM, shall be withheld by UKTM. from each bill towards performance security. The EMD) (as applicable) with the withheld performance security amount(s) shall be treated as Security Deposit (SD) and retained by UKTM. till such period for due fulfilment of the agreement conditions by the contractor vide Special Conditions of this DTCN Section-VI.
11. No Payment for Preparatory/ Facilitating Works, etc: No payment shall be made by UKTM towards survey and preparatory/ facilitating works/items such as; investigation, testing, commissioning, site cleaning and levelling precaution and safety gear, inspection, etc. After the work is finished, all surplus materials, preparatory/ facilitating works such as; GSTIN, cement mortar/concrete mixing platform, scaffolding, etc., should be removed from the sites and the sites should be made clean/ free from unwanted/ unnecessary (as decided by UKTM) objects/ articles both biotic and abiotic in nature. The sites should be cleared and dressed properly with outward slopes away from the structure(s), if any. After the work is completed in all respects, the contractor shall vacate the site within a week from the date of completion & commissioning after making good the damages, if any..
12. Custody of Materials: The contractor shall be responsible for safe custody of his/her/their materials at the work sites and UKTM will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this DTCN/Contract, on any account whatsoever, regarding the work(s)/ material(s)/ property, of UKTM or of, any other agency/organisation engaged/allowed by UKTM, available/ to be made available/ going on/ to be started, at or in connection with the works, failing which UKTM shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to UKTM in required shape and manner or till, UKTM takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till UKTM declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by UKTM.
13. Supply of Materials:
 - (i) The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of BIS specifications and Codes of Practices or in their absence to other specifications as may be decided by UKTM. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by UKTM. In the event of there being no specifications born in the SORs of Odisha for the items required for the work, whether included in the Financial Bid or not, such items of the work shall be carried out by the contractor in accordance with the instructions and requirements of UKTM.

- (ii) UKTM shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
 - (iii) UKTM shall have the right for removal from the work sites, of all materials which, in its opinion, are not in accordance with the specifications and in case of default, UKTM shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.
14. Contractor to Provide and Facilitate Inspection, Safety Gear, etc.:
- (i) Scaffolding: Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.
 - (ii) Inspection: UKTM will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.
 - (iii) Working Platforms: Working platforms, gangways and stairways shall be constructed such that they do not .sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.
 - (iv) Safe Means of Access: Safe means of access shall be provided to all working platforms and other working places.
 - (v) Precaution against Electrical Equipment: Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
 - (vi) Preventing Public from Accident: No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic / disruption of the traffic.
 - (vii) Personal Safety Equipment: All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
 - (viii) Precaution against Fire: Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.
 - (ix) Demolition: Before any demolition work is commenced and also during process of work;
 - a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
 - b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
 - c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
 - d) No floor roof or other parts of the building shall be over loaded with debris or materials which may render it unsafe.
15. Fair Wages Clause:
- (a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labour for work done by such labourers' fair wages.
 - (b) Explanation -- "Fair Wage" means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

- (c) UKTM shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages described above.
 - (d) UKTM shall have the right to enquire whether any labour employed by the contractor is below the age of fourteen years and to refuse to allow any labour below the age of fourteen years for engagement in this work by the contractor.
 - (e) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.
 - (f) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorised made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
 - (g) Executive Officer, UKTMM shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss Suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or no observance of the regulations. Money so deducted should be transferred to the workers concerned.
 - (h) Vis-à-vis, Umerkote Municipality, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
 - (i) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.
16. Contractor to Respond for Disengagement of Unruly Labour/Personnel: UKTM are to have round the clock access to the work sites during execution and defect liability period. UKTM may require the contractor to remove dismiss any labour/representative(s) of person of the contractor's found to be incompetent or ill-mannered/ behaved or of doubtful background/ integrity, etc., and the contractor shall comply with such requirements.
17. Provision for Workman Compensation: UKTM shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/ loss sustained by any workman during execution of the work. If, by order of any authority/court, SMC pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.
18. Contractor to Indemnify UKTM: The contractor shall take every precaution not to damage or injure life and/or property of any person/organisation/entity in connection with this work. He shall indemnify and keep UKTM indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible. UKTM will not assume any responsibility on this account.
19. Resident Engineer(s) and Assistant(s): The contractor shall engage for this work, qualified and experienced Resident Engineer(s) and Assistant(s) to the satisfaction of UKTM. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of UKTM which will be. Binding on the contractor.
20. Odisha PWD / Electricity Department Contractor's Labour Regulations
- 20.1 "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- 20.2 "Wages" shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.

20.3 Display of Notices Regarding Wages, etc.: The contractor shall;

- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
- (b) Send a copy of such notices to the Engineer-in-charge of the work.
- (c) Pre execution photo, photo during execution and final photo shall be enclosed.

20.4 Payment of Wages:

- (a) Wages due to every worker shall be paid to him direct.
- (b) All wages shall be paid in current coin or currency or in both

20.5 Fixation of Wage Period:

- (a) The contractor shall fix the wage period in respect of which the wages be payable: No wage period shall exceed one month.
- (b) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (c) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (d) All payments of wages shall be made on a working day.

20.6 Wage Book and Wage Cards, etc.:

- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed
 - (c) Total number of days worked during each wage period
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) Executive Officer, UKTM may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion — may not directly or indirectly employ more than 100 persons on the work.

20.7 Fines and Deductions Which May be Made from Wages:

- (1) The wages of a worker shall be paid to him without and deduction of any kind except the following
 - (a) Fines
 - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
 - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect-or default.
- (d) Any other deductions which the Odisha Government may from time to time allow.
- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.

- (4) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

20.8 Register of Fines, etc.:

- (a) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage. or loss was made.
- (b) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

20.9 Preservation of Register: The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be preserved for 12 (twelve) months after day of the last entry made in them.

20.10 Powers of Labour Welfare Officer(s) to Conduct Investigation or Enquiry:

The Labour Welfare Officer(s) or any other person(s) authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

20.11 Report of Labour Welfare Officer(s): The Labour Welfare Officer or others authorized as aforesaid shall submit report of the results of his investigation or enquiry to Executive Officer, UKTM indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.

20.12 Appeal Against the Decision of Labour Welfare Officer: Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Officer, UKTM but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

20.13 Inspection of Register: The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

20.14 Submission of Return: The contractor shall submit periodical returns as may be specified from time to time.

20.15 Amendments: The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.

21. Unilateral Stoppage of Work Progress: Unilateral stoppage of work by the contractor, without prior written permission of SMC, shall be considered as breach of contract and SMC reserves the right to take such actions as it may deem fit against the contractor.

22. Rescission of Contract: Subject to other provisions contained in this DTCN or in the agreement, UKTM may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

- i) If the contractor having been given by UKTM a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution on the court shall make an

order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

- iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of Executive Officer (which shall be final & binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Commissioner, UKTM.
- iv) If the contractor fails to follow and comply with the relevant provisions this DTCN and/or agreement.
- v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

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

In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reasons of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor.

23. Black Listing: A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor may be blacklisted.
- a) Misbehaviour/ threatening of Departmental & supervisory officers during execution of work/ tendering process.
 - b) Involvement in any sort of tender fixing.
 - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d) Persistent and intentional violation of important conditions of contract.
 - e) Security consideration of the State i.e., any action that jeopardizes the security of the State.

- f) Submission of false/ fabricated / forged documents for consideration of a tender.
- In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the state.

24. Force Majeure: Neither the contractor nor SMC shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law-and-order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due to the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the future execution of the contract for mutual settlement.

25. Jurisdiction for Legal Dispute: That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.

26. No escalation of cost in respect of labour, POL, material & other item. If any, will be entertained during the course of execution of work.
27. Under no circumstances interest is chargeable to the contractor for the due or additional dues if any payable to him for the work.
28. Payment will be made subject to availability of funds

DTCN PART-I: SECTION-IV

EXECUTIVE INSTRUCTION REGARDING CALLING FOR AND ACCEPTANCE OF TENDERS THROUGH EPROCUREMENT UNDER GOVT. OF ODISHA.

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

Office Memorandum of Works Department, Odisha

Sub: Codal Provision regarding e-Procurement

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

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

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

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is "<https://tendersodisha.gov.in>".
3. Use of valid Digital Signature Certificate of appropriate class (Class I or class II) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e- procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, and local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value-added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is Commissioner or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.

11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - j. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer's login
 - v. Blocking & unblocking of officer's and bidder's login ID.
 - 11.2 Nodal Officer (At organization level not below the City Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender).
 - i. Creation of Tender
 - ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
 - 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Opening of Bid
 - 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
 - i. Evaluating Bid
 - 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
 - i. To take up auditing
12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):
 - 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
 - 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy: -

Government of Odisha "e" procurement Notice .
Bid Identification No. - UKTM-MUN- 01/2025-26

1. Name of the work: Construction of Civil Works (As per DTCN)
2. Estimated cost: As per DTCN
3. Period of completion: As Per DTCN
4. Date & Time of availability of bid document in the portal from Dt. 02.04.2025 (10.00 AM) to Dt. 11.04.2025 (5.00P.M)
5. Last Date / Time for receipt of bids in the portal Dt. 11.04.2025 (5.00P.M)
6. Name and address of the N.I.T: Executive Officer, Umerkote Municipality, Umerkote.

Further details can be seen from the e-procurement portal "<https://www.tendersodisha.gov.in>"

- 12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://www.tendersodisha.gov.in> will appear in the "Latest Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of

submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. ISSUE OF AGENDA/ CORRIGENDUM/ CANCELLATION NOTICE:

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

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

14. CREATION AND PUBLISHING OF BID:

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

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

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

i. BASIC DETAILS

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

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

iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.

iv. WORK ITEM DETAILS

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

vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.

vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required, the bid openers can also be selected within an organization from other

Procurement units (Circles / Divisions).

viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in xls format.

ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved

from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

- 15.1 **PORTAL REGISTRATION:** The Contractor/ Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (ii) Registration Certificate (RC) / GSTIN Registration (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GSTIN Registration. Any change of information by the bidders to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.
- 15.1.1 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint Venture Company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/ their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.
- 15.2 **LOGGING TO THE PORTAL:** The Contractor [Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAS stored in system database. The system checks the unique Login ID, password and DSC • combination and authenticates the login process for use of portal.
- 15.3 **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
- 15.4 **CLARIFICATION ON BID:** The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.
- 15.5 **PREPARATION OF BID**
- 15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.
- 15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.
- 15.6 **PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:**
- 15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/ printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated' place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.
- 15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid

security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provide for it.

- 15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.
- 15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to LI bidder.
- 15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption
- 15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest' Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. SUBMISSION OF BID:

- 16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, GSTIN, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 16.2 Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 16.5.2 Each process in the e-procurement is time stamped and the system can detect' the time of log in of each user including the Bidder.
- 16.5.3 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.

- 16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
- 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to upload the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

16.6 SIGNING OF BID: The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the

Information furnished by the bidder is found to be false / fabricated / bogus, his EMI/ Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

➤ **SECURITY OF BID SUBMISSION:**

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

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

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

18. **OPENING OF THE BID:**

- 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 & time.
- b. All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- c. The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 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. Combined bid security for more than one work is not acceptable.

- f. The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post. .
- g. In case of non-responsive tender, the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

19. **EVALUATION OF BIDS:**

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

20. **NEGOTIATION OF BIDS:**

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

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

- a. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- b. The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer —Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.

- c. If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/ member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

22. **BLOCKING OF PORTAL REGISTRATION:**

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

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

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

- a. **UNBLOCKING OF PORTAL REGISTRATION:**

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

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

- b. The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- c. The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting

tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

- d. On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
 - e. After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.
1. These amendments shall take effect from the date of issue of the order.
 2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, vol-II.
 3. Accordingly, Office Memorandum No. 1027 dt.24.01.2009 stands modified.
 4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1.dt.04.01. 2013.E.I.C-cum-Secretary to Govt.

DTCN PART-I: SECTION-III
SPECIAL CONDITIONS OF THE DTCN (CONTRACT)

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/drawn between UKTM& the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by UKTMM or due to any natural calamity or labour unrest or non-availability of labour, theft of materials or any kind of force majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then UKTM shall have the right to take any action deemed fit against the contractor as per the agreement and/or OPWD Code including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either to start or expedite and complete the work/ utterly or written defiance to achieve required quality and progress/ unnecessary or uncalled for correspondence(s) embedded with condition(s)/ instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, UKTM shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit' by UKTM and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by UKTM. The employer (UKTM) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organisation/entity regarding this work and/or the conditions/ instructions associated with this work.
4. The decision of Executive Officer, UKTMM regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Executive Officer/ Chairperson, UKTM is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor (@ 5 % per day of delay of the value of work lying unfinished subject to a maximum 10% of the agreement amount.
5. UKTM reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of UKTM and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/ acceptable to UKTM.

6. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor & UKTM. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Odisha Schedule of Rates (SOR) of PHEO & Works Deptt. or local market rate(s), as applicable for the items/components not covered under SOR subject to approval of Executive Officer, UKTM.
 7. The contractor shall put his/her/their signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by UKTM.
 8. (a) In addition to the Performance Security/ Security Deposit (SD) to be retained/ withheld (@ 5 % of each Running Account Bill vide SLIO of Section-III of DTCN Part-I, Maintenance Security Deposit (MSD) shall be retained/ withheld by UKTM (@ 5 % of each Running Account Bill.
 - (b) This MSD shall be retained as an indicative safeguard towards the interest of UKTM to ensure that the required maintenance works of the parks in respect of plantation & arboriculture, land scaping, play equipments, painting, defect rectification works, etc. are executed in time by the contractor during the defect liability period of 365 days after the date of completion of original work as per agreement (including the additional/replaced/curtailed items/quantities). The timeline(s) for the above nature of work(s) to be executed by the contractor shall be communicated by UKTM through telephone/ physically/e-mail/letter by post and contractor has to abide by the same failing which it will be treated as a breach of contract and hence, UKTM will be a liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in UKTM tenders, blocking of DSC of the contractor, etc.
 - (c) However, notwithstanding of the clause (b) above and upon successful completion of the aforesaid works required during the defect liability period by the contractor as per direction of UKTM, the MSD shall be released by UKTM to the contractor within two months of expiry of the defect liability period.
 - (d) The actual date of completion of the original work vide (b) above covering all the three parks and the corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by UKTM from time to time and the same shall be binding upon the contractor.
 - (e) The APS (if any) submitted by the contractor shall be refunded within two months from the date of completion of the original work.
 - (f) The EMI & Security Deposit(s) (SD) retained by UKTM from the contractor's bill shall be considered for release subject to fulfilment of all the conditions of the DTCN/Agreement and after checking/ scrutiny of the files and expenditures by LF Audit and shall be subject to deductions/ recovery of any amount(s) pointed out by Audit.
 - (g) No interest will be paid by UKTM on the EMD furnished by any bidder, on the EMD of the contractor and on the amount(s) to be retained/ withheld/deducted by UKTM from the bill amount(s) of the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.
- No claim in this regard in any manner by the contractor or any organisation/entity shall be entertained/accepted by UKTM.

DTCN SECTION-V

SPECIAL CONDITIONS OF THE DTCN/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/executed/drawn between UKTM & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by UKTM or due to finalisation of land/alignment disputes, if any, or due to any natural calamity or labour unrest or non-availability of labour, theft of materials or any kind of force major situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then UKTM shall have the right to take any action deemed fit against the contractor as per the agreement and/or OPWD Code including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either to start or expedite and complete the work/utterly or written defiance to achieve required quality and progress/ unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, UKTM shall

not only have the right to rescind the contract but also to execute either the whole or balance portion of the work, as applicable, through any other mode, as deemed fit by UKTM and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by UKTM. UKTM also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organisation/entity regarding the work and/or the conditions/ instructions associated with the work.

4. The decision of Chairperson/ Executive Officer, UKTM regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Chairperson/ Executive Officer, UKTM is not satisfied regarding the genuineness of delay for progress and/or completion of the work in the stipulated period, then he/she may impose penalty upon the contractor (@ 5 % of the agreement amount the amount of such penalty will be deducted by Accountant from the bill at the time of payment.
5. UKTM reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of UKTM and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to UKTM.
6. Extra item(s) and its quantity executed / to be executed, if found essential for the work, shall be covered under supplementary agreement to be drawn between the contractor &UKTM. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Odisha Schedule of Rates (SOR) of PHEO or Works Deptt. and for the items/components not covered under SOR, local market rate(s) shall be adopted subject to approval of UKTM.
7. The contractor shall put his/her/their signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by UKTM.
8. (a) Performance Security/ Security Deposit (SD) to be retained/ withheld @5 % of each Running Account.Bi11 vide Sl. 4 of Section11 of DTCN.
 - (b) This SD shall be retained as an indicative safeguard towards the interest of UKTM to ensure that, defect rectification work(s), if any, are executed in time by the contractor during the defect liability period of 365 days after the date of completion of original work as per agreement (including the additional/replaced/curtailed items/quantities). The timeline(s) for the above nature of work(s) to be executed by the contractor shall be communicated by UKTM through telephone/ physically/e-mail/letter by post and the contractor has to abide by the same failing which, it will be treated as a breach of contract and hence, UKTM will be at liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in UKTM tenders, blocking of DSC of the contractor, etc.
 - (c) The actual date of completion of the original work vide (b) above and the corresponding date .Of commencement and completion of defect liability period shall be noted/declared/notified/intimated by UKTM and the same shall be binding upon the contractor.
 - (d) The APS (if any) submitted by the contractor shall be refunded within two months from the date of completion of the original work.
 - (e) The Security Deposit(s) (SD) retained by UKTM from the contractor's bill shall be considered for release subject to fulfilment of all the conditions of DTCN/Agreement and after checking/ scrutiny of the

file(s) and expenditure(s) by LF Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.

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

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

ANNEXURE-I

CERTIFICATE OF NO RELATIONSHIP

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

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

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

C) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-II

DECLARATION CERTIFICATE

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

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

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

AFFIDAVIT

(Applicable for All Bidders)

(As per Section-I, Sl. 4 of DTCN)

1. I, Sri/Smt/Ms. Son/ Daughter/ Wife of hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor " "(strike out whichever is not applicable) that, I/we am/ are validly registered as Class Contractor under Govt. of Odisha.
2. It is hereby declared that I/ we are not currently deprived from tendering in any Govt. Organisation including UKTM and I/we have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to UKTM as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the work mentioned below. I/ We also authorise UKTM to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of UKTM (if any) and I /we have no objection if such documents either in whole or part are perused, referred and considered.
4. The undersigned undertake to submit further information/ documents as may be requested for/required by UKTM in connection with this tender within the stipulated period to be intimated by UKTM either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as nonresponsive/incomplete and hence UKTM shall be at liberty to take any action as deemed fit against me/us as well as to cancel my/our tender for the work and I/ we will have no claim against such decision of UKTM.
5. My/our present address for correspondence isand my/our Telephone Contact number is_____and e-mail ID for correspondence is_____ I/ We shall

promptly and voluntarily intimate the Tender Inviting Officer about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and UKTM and subsequent follow up action(s) and situation which may arise due to such delay/gap.

6. I/ We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work," " invited by UKTM vide Bid Reference No..... and Dt..... are true and correct.
7. (*) - Strike out which is not applicable

(Deponent)

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

■ **AFFIDAVIT**

(Applicable for SC/ST Bidders)

(As per Section-I, Sl. 4 of DTCN)

1. I, Sri/Smt/Ms.....,Son/ Daughter/ Wife ofhereby declare that;

a. I am a registered.....C1ass ST/ SC Contactor under Govt. of Odisha

or

b. The Partnership Firm/Private Ltd. Company named/ titled, as "_____ is a registered SC/ ST Contractor under Govt. of Odisha within the ambit specified in Works Department Resolution No.27748 dt.11.10.77 and I, Sri/ Smt/ Ms.....Son/ Daughter/Wife of is the authorized signatory on behalf of the Firm/Company (scanned authorization copy with my signature duly certified and attested/identified has been submitted on-line with our tender).

[Tick (a) or (b) above whichever is applicable and fitl up accordingly.]

2. As per Works Department, Govt. of Odisha Resolution No.27748 dt. 11.10.77, I/ My Firm am/is entitled for exemption of 50% EMD& ISD and accordingly, I/ My Firm have/has submitted tender for the work.....

3. I/ My Firm hereby submit willingness to avail price preference as ST/SC category Civil Contractor as entitled in the aforesaid resolution.

4. Necessary documentary evidence(s) as prescribed in the Tender Notice at * and at Sl.2 to 4 (Information for the Intending Bidders) of Section-I of DTCN Part-I in support of my/our aforesaid claim for exemption of EMI) have/has been duly up-loaded on-line/ submitted along with my/our tender for the aforesaid work.

5. In addition to those, other documents and original(s), as required by Executive Officer, UKTMM to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of Executive Officer, UKTMM through telephone/ letter/e-mail failing which my/our tender shall be liable for rejection.

(*) – Strike out which is not applicable

(Deponent)

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

ANNEXURE-VI

AFFIDAVIT

(Applicable for Engineer Contractors Intending to avail exemption of EMD as per OPWD Code)

(As per Section-I, Sl. 2 & 4 of DTCN)

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

2) That, I/we am/are a registered.....Class Engineer Contractor.

3) That, I/ we herewith claim exemption of EMD during the year.....for participation in the tender for this work.

4) That, I/ we have not exhausted the facility available to me/us an Engineer Contractor during the year for exemption of EMD as per Works Deptt. Guideline & OPWD Code.

5) That, I/ we shall ensure production of my/our valid Original Contractor's Registration Certificate (license) after or during opening of bids (as per direction of Executive Officer) for the above work for verification and also for subsequent entry of exemption of EMD (if selected as the contractor for this work and availed the exemption of EMI) in my/our license as per direction of Executive Officer, within such time as directed by him failing which action, as decided by UKTM, may be taken against me/ us and appropriate steps may be taken by UKTM to facilitate execution of the tendered work.

(*) - Strike out which is not applicable

(Deponent)

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

Bid Security Declaration Form

<Letter head of the bidder>

Date: _____ Tender No.: _____

To [Insert complete name and address of the Authority/ Employer/ Tender Inviting Authority!]

I / We. The undersigned, declare that:

I / We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I / We accept that the Authority/ Employer/ Tender Inviting Authority shall cancel my / our empanelment and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum period of 1 (one) year , if I / We are in breach of our obligation(s) under the bid conditions, because I / We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my I our Bid during the period of bid validity specified in the form of Bid; or b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (I) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders. I

I We understand this Bid Securing Declaration shall cease to be valid if I am / we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) after the expiration of the date of bid validity of my / our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____. Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

(Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the bid)