

**OFFICE OF THE MUNICIPAL COUNCIL,  
PHULBANI**



**No. 2077 /Dated: 04.06.2018**

**REQUEST FOR PROPOSAL (RFP)**

**For**

**Supply and Installation of Gadgets/ Models for Science  
Park and Evolution Park back side of  
Sub-Collector's Res.,  
Ward No.3 of Phulbani Municipality,  
Dist.- Kandhamal**

**BID DOCUMENT**

**Cost of Bid Document: Rs.10, 000.00  
(Rupees Ten thousand)  
(Non-Refundable)**



ଫୁଲବାନୀ ମୁନିସିପାଲିଟି, ଫୁଲବାନୀ

**Office of the  
Municipal Council, Phulbani**

**Through Fax/Email/Post**

ଫୁଲବାନୀ

Kandhamal, Phulbani

Tel.No. 06842-253619

Fax. 06842-253619

E-mail: municipality.plb@rediffmail.com

No. 2077 / Dev. Sec., Dated the 04.06.2018

**REQUEST FOR PROPOSAL**

1. The Executive Officer, Phulbani Municipality on behalf of Collector & District Magistrate, Kandhamal invites Request for Proposal in Item rate basis in conformity with the terms and conditions of the detailed Tender Call Notice (DTCN) in two bid system (Part-1- General & Technical and Part-II- Price Bid) for execution of work **“Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector’s Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal** from the intending Consultants/ Firm/ Sculptors. The interested bidder shall have adequate experience in execution of similar nature of works and fulfilling minimum eligibility criteria given in the DTCN to be eventually drawn up in Municipal Agreement form. The proof of registration from the appropriate authority shall be enclosed along with the Bid.
2. The bidders may submit bids for the following work:

Sl. No.	Name of the work	Cost of Document in Rs. (Non-refundable)	Earnest Money Deposit (EMD) in Rs.
01.	Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector’s Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal	Rs.10,000/- (Rupees Ten thousand) only	Rs.70,000/- (Rupees Seventy thousand) only

Project completion period	Last date for seeking clarification	Last date & time for submission of Bid	Date & time of opening of Technical Bid
1 (one month)	5.00 PM of 19.06.2018	1.00 PM of 21.06.2018	3.30 PM of 21.06.2018

Name and Address of the Officer Inviting Tender.	:	Executive Officer, Phulbani Municipality At/PO- Phulbani Dist.- Kandhamal E-mail: municipality.plb@rediffmail.com
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3. The RPF documents consisting of plans, specification, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be downloaded from the Kandhamal District ([www.kandhamal.nic.in](http://www.kandhamal.nic.in)) up to **5.00 PM of 19.06.2018**.

4. Technical Bid must be accompanied with Paper cost of Rs.10,000/- (M.R. of Phulbani Municipality or B.C./ D.D. of any nationalized Bank in favour of Executive Officer, Phulbani Municipality payable at Phulbani and E.M.D. of Rs.70,000/- in shape of NSC/ KVP/ POTD/ POSB/ TDR/ FDR duly pledged in favour of Executive Officer, Phulbani Municipality or and B.C./ B.D. drawn in any nationalized Bank payable at Phulbani drawn in favour of Executive Officer, Phulbani and also self attested copy of PAN, GST Registered Certificate of Firm. Experience of execution of similar nature of work and Affidavits for authentication of document etc.
5. A bidder can submit only one Tender Paper. Submission of more than one tender paper by a bidder will be liable for rejection of all such tender papers.
6. Bid opening: The Technical bid (Part-I) shall be opened on Dt. **21.06.2018 at 3.30 PM** in the Office of the Municipal Council, Phulbani in presence of the tenderers or their authorized representatives.
7. The authority reserves the right to reject any or all the bids without assigning any reason thereof.

Sd/-

Executive Officer,  
Phulbani Municipality.

Memo No.2078 (2) /Dated: 04.06.2018

Copy submitted to the Director, Municipal Administration, Housing & Urban Development Department, Odisha, Bhubaneswar/ Collector & District Magistrate, Kandhamal for favour of kind information.

Sd/-

Executive Officer,  
Phulbani Municipality.

Memo No.2079 (2) /Dated: 04.06.2018

Copy submitted to the Project Director, DRDA, Kandhamal-cum- Project Director, DUDA, Kandhamal, Phulbani/ Executive Engineer, R & B, Phulbani for kind information with request to display the notice in their office Notice Board for wide publicity.

Sd/-

Executive Officer,  
Phulbani Municipality.

Memo No.2080 /Dated: 04.06.2018

Copy to the I.L.W., Phulbani Municipality-cum- Executive Engineer, P.H., Bhanjanagar at Chatrapur for favour of information with a request to display the notice in office notice board for wide publicity.

Sd/-

Executive Officer,  
Phulbani Municipality.

Memo No.2081 (4) /Dated: 04.06.2018

Copy to the Editor, Sambad/ Samaj/Prameya/Indian Express for publication of the notice in short form in the news paper with minimum font size in one edition on before 06.06.2018. They are requested to submit the bill as per Govt. approved Rate along with two News paper in support of publication of notice.

Sd/-

Executive Officer,  
Phulbani Municipality.

Memo No.2082 /Dated: 04.06.2018

Copy along with hard copy and soft copy of Bid to the District Information Officer, N.I.C.,Kandhamal for favour of kind information & requested to publish the same in district portal for wide publicity.

Sd/-  
Executive Officer,  
Phulbani Municipality.

Memo No.2083 /Dated: 04.06.2018

Copy to Office Notice Board of Phulbani Municipality for wide circulation.

Sd/-  
Executive Officer,  
Phulbani Municipality.

Memo No.2084 /Dated: 04.06.2018

Copy submitted to the Chairman, Phulbani Municipality for favour of kind information.

Sd/-  
Executive Officer,  
Phulbani Municipality.

## CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the work: **Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector's Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal**

Sl. No.	Particulars	Reference to Clause No.	Whether furnished		Reference to Page No.
			Yes	No	
01.	Cost of Tender Paper	As per DTCN			
02.	Earnest Money Deposit (EMD)	As per DTCN			
03.	Copy of valid Registration Certificate and GST Regd. No.	As per DTCN			
04.	Copy of valid ISO Certificate	As per DTCN			
05.	Copy of PAN Card	As per DTCN			
06.	No relationship Certificate in Schedule-A	As per DTCN			
07.	Works experience (Schedule-I)	As per DTCN			
(a)	List of projects executed that are similar in nature to the work	As per DTCN			
(b)	List of projects	As per DTCN			
08.	Annual financial turnover Certificate certified by Chartered Accountant	As per DTCN			
9.	Information regarding current litigation, debaring/ expelling of the tender or abandonment of the work by the tenderer.	As per DTCN			
(a)					
(b)	Affidavit	As per DTCN			
10.	Submission of detailed layout and 3D drawing after physical visit to the designated project site. Best design will be selected by the tendering authority.				

## CONTRACT DATA

### A. GENERAL INFORMATIONS

Sl. No.	Item	Details
01.	R.F.P. No.	
02.	Name of the work:	Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector's Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal
03.	Officer inviting Tender	Executive Officer, Phulbani Municipality, Phulbani Dist.- Kandhamal, Odisha E-mail: <a href="mailto:municipality.plb@rediffmail.com">municipality.plb@rediffmail.com</a>
04.	Engineer concerned with Head Quarters authorized as Engineer-in-charge of this work.	Municipal Engineer, Phulbani Municipality
05.	Superintending Engineer with Head Quarter.	Executive Engineer, PH, Bhanjanagar at Chatrapur-cum- I.L.W., Phulbani Municipality
06.(i)	Accepting Authority	Executive Officer, Phulbani Municipality, Phulbani Dist.- Kandhamal, Odisha
(ii)	Work order issuing authority	Collector & District Magistrate, Kandhamal
<b>B.</b>	<b>BID INFORMATION:</b>	
07.	Intended completion period/ time period assigned for completion.	1 (One calendar Month)
08.	Last Date and time of submission of Bid.	1.00 PM of 21.06.2018
09.	<b>Cost of Bid Document</b>	
i)	Bank Draft amount	Rs.10,000/- (Rupees Ten thousand) only
ii)	In favour of	Executive Officer, Phulbani Municipality, Phulbani
iii)	Payable at	Phulbani
10.	<b>Cost of Bid Security</b>	
i)	Amount	Rs.70,000/- (Rupees Seventy thousand) only
ii)	Pledged in favour of	Executive Officer, Phulbani Municipality, Phulbani
iii)	Payable at	Phulbani
iv)	Type of instrument	As specified in the Bid document
11.	Bid validity period	90 days after opening of Price Bid
12.	Minimum period of contract/ agreement/ lease deed of equipment and machineries.	12 (twelve) calendar months.
13.	Currency of Contract:	Indian Rupees
14.	Language of Contract:	English

**SECTION -2(A)**  
**DETAILS OF THE DOCUMENTS TO BE**  
**FURNISHED FOR BIDDING**

- (a) The following documents need to be provided by the bidder:
- i. D.D ./ Bankers Cheque towards Cost of Tender Paper .
  - ii. D.D./ Bankers Cheque or Duly Pledged T.D.R/N.S.C.in favour of Executive Officer, Phulbani Municipality towards Bid Security
  - iii. PAN Card. And GST Regd. No.
  - iv. Registration certificate .
  - v. Affidavit regarding correctness of Certificates.
  - vi. Affidavit regarding no relation certificate.
  - vii. Work experience certificate from Clients.
  - viii. Any other relevant required document. If any
  - ix. Joint venture agreement. In case in joint venture.
- (b) Formats showing details of information to be furnished as per the enclosure formats:
- Schedule - I -Work Experience
- Schedule - II -Information regarding current litigation/debarment etc.
- Schedule - III -Declaration
- Schedule - IV -Deleted
- ( The details of the format is enclosed in the DTCN)
- (c) The documents of valid successful bidders will be verified with the original before acceptance of offer. The valid successful bidder has to provide the originals to the concerned authority on receipt of Information. This will be sent through registered post/speed post.
- (d) The bidder has to agree/disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, cannot participate in the Tender.
- (c) The bidder have to submit the D. D. in favour of **Executive Officer, Phulbani Municipality Payable at Phulbani** towards cost of Tender Paper and E.M.D in approved from before the Tender Opening Authority i.e. Executive Officer, Phulbani Municipality on or before the date & time of opening of Bid, failing which the bidder will be disqualified.

**SECTION -2(B)**  
**INSTRUCTIONS TO BIDDER A. GENERAL**

**1. Definition**

- a. "Employer" means the Phulbani Municipality of the Government of Odisha represented by the Executive Officer, Phulbani Municipality. Phulbani or his authorised representative with whom the selected Bidder signs the contract for the services.
- b. "Bidder"/ Bidder/ Firm/Engineer Firm / Company carry the same meaning throughout the DTCN and Contract.
- c. "Contract" means the contract/ agreement signed by the parties along with all attached documents listed in the DTCN.
- d. "Data Sheet" means such part of the instructions to bidder as are used to reflect assignment conditions and evaluation of the bid.
- e. "Day" Means a calendar day.
- f. "Government "Means the Government of Odisha.
- g. "Instructions to Bidders (Section-2(B) General and Technical Personal) means the document which provides all information needed to prepare their proposals.
- h. "NIT" (Section – I of the DTCN) Means the Letter of by Invitation being sent the Employer.
- i. "Personnel" means of professionals and support staff provided by the Bidder and assigned to perform the services in the full or in any part thereof.
- j. "Proposal" means the Technical as well as Financial Proposal.
- k. "DTCN" Means the Detailed Tender Call Notice Prepared by the Employer for the Selection of Bidder.
- l. "Govt.". Means Govt. of Odisha or Govt. of India as the case may be.

**2. Introduction / Selection Procedure:**

The Employer named in the Data sheet will select a contract firm to execute the work as described in the Scope of work and in the Data sheet. The Bidder shall bear all costs associated with the execution of the work on Turnkey Basis. The Employer is not bound to accept any proposal and reserves the right to annual the selection process at any time prior to contract award without there by incurring any liability to the Bidder.

**3. Location of the project:**

The Proposed project is located at Phulbani Municipality in the district of Kandhamal in the State of Odisha

**4. Source of Funding:**

The work will be funded by the Govt. of Odisha.

**5. Eligibility:**

- 5.1. A Bidder shall be deemed to have the nationality of India.
- 5.2. Government-owned enterprises shall be eligible only if they can establish that are legally and financially autonomous and operate under commercial law.
- 5.3. The Bidder should essentially be ISO certified Manufacturer of Science/Evolution Park gadgets or an authorized dealer of such an ISO certified manufacture.
- 5.4. The bidder should have Successfully completed at least one similar nature of project i.e Project involving Supply and installation of Science/evolution park

gradated/models, value of the project being not less than 50 Lakhs in any one year during last five years for any Govt. Department belonging to Govt. of Odisha/Other State Government/Central Government /PSUs/Corporate sectors/civic bodies, or for any Private Limited Company. The bidder shall have to submit the performance certificate of the works executed by them for satisfactory performance from the client/appropriate authority.

5.5. The bidder should have annual financial turnover or not less than Rs. **24.00 Lakhs** (Rupees Twenty four Lakhs only) in any one year during last 5 Years and the turnover need to be certified by Chartered Accountant weight- age @10% per Year shall be given on annual turnover of preceding years.

6. **History of Litigation and criminal Record:**

If any criminal cases are pending against the Bidder (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.

7. The Bidder has to finish a declaration that no near relatives are working in the cadre of an Assistant Engineer / Assistant Executive Engineer and above in the organization and Phulbani Municipal Council, Phulbani.

8. **Other Requirements:**

8.1. Even if the Bidder meets other Criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.

8.2 The Tender shall also be summarily, reject. If he has record of performance such as absconding from work, not work properly completed as per contract, inordinate delays in completion, financial failure.

8.3. In Addition to the above. Even while executing the work, if it is found that he produced false/fake, certificate in his tender. He will be blacklisted.

9. **Original Certificates:**

Original documents/ certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.

10. **Cost Of Tendering:**

10.1 The Bidder shall be all expenses associated with preparation and submission of his tender, Executive Officer. Phulbani Municipality shall in no case be responsible or liable for reimbursement of such expenses.

10.2. **Critical Dates**

Sl. No	Description	Critical Dates
(i)	Last date & time of seeking clarification	<b>5 PM of 19.06.2018</b>
(ii)	Last date & time of Submission of bid.	<b>1 PM of 21.06.2018</b>
(iii)	Date & Time of opening of Technical Bid	<b>3.30 PM of 21.06.2018</b>

11. **Site Visit:**

The Bidder is advised to visit and Examine the site for “**Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector’s Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal**” and its surroundings and obtain for himself all information that may be necessary for preparing the tender and quoting rates at his cost and responsibility.

**B. TENDER DOCUMENTS**

**12. Tender document:**

**12.1.** A set of Tender documents comprising of the General & Technical and the Financial Proposal includes the following together with all addenda thereto. Which may be issued in accordance with clause 2(B)13 and clause 2(B)14.

**GENERAL & TECHINICAL PROPOSAL**

<b>Section</b>	<b>Description</b>
DTCN for General & Technical Proposal	
Section -1	Notice Inviting Tender (NIT)
	Check List to be Filled up by the Bidder
	Contract Data
Section -2(A)	Details of the Documents to be Furnished by Bidding
Section -2(B)	Instructions to Bidders
Section -2(C)	Data Sheet
Section -2(D)	Letter for Submission Of Tender
Section -2(E)	Tender Declaration
Section -2(F)	Letter of Acceptance of Tender
Section -2(G)	Memorandum
Section -3	Information regarding Tenderer
Section -4	Declaration by the Tenderer
Section -5	Form of Agreement
Section-6	Conditions of Contract
Section -7	Special Condition of Contract
Section – 8	Scope of Work
Section -9	TECHNICAL SPECIFICATIONS
Section -10	Payment Break Up
Schedule – I to III	Formats for Furnishing Information by the Bidder
DTCN for Financial Proposal	

**12.2** The Bidder is expected to examine carefully all instructions, term of reference, tender conditions, forms, appendices to tender addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the Bidders own risk.

**13 Clarification of Tender Documents**

The Bidder shall carefully examine the tender documents and be fully informed of all the conditions and matters which may in any way affect the work or the cost thereof. Should a Bidder find any discrepancy in or omission from the specification of any other of the tender documents or should he be in doubt as to their meaning. He should immediately address a clarification online.

**14. Amendment of Tender Documents:**

**14.1.** At any time prior to the dead line for submission of tenders. Executive Officer, Phulbani Municipality may for any reason whether at its own initiative or in response to the clarifications requested by the prospective Bidder, modify the tender documents by issuing an Addendum.

- 14.2. Such addenda will be notifying in the website and will be binding upon them.
- 14.3. In order to afford prospective Bidder reasonable time to take such addenda in to account in preparing their tenders. Executive Officer, Phulbani Municipality at his discretion may extend the dead time for the submission of tender if necessary.

### **C. PREPARATION OF TENDER DOCUMENTS**

15. **Language of the Documents:**  
All Documents relating to the Tender shall be in the English.
16. Document Comprising the Tender: (a) General and Technical Proposal (b) Financial Proposal. (c) All Document stipulated elsewhere in the DTCN.
17. **Sufficiency of Tender:**  
The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matter and thing necessary for the successful accomplishment of the work.
18. **Preparation of Proposal:**
  - 18.1. The Proposal (see Section -2(B) Clause (j) as well as all related correspondence exchanged by the employer & the Bidder shall be written in the language specified in the Date Sheet.
  - 18.2. in Preparing the proposal , the Bidder is expected to Examine in detail the document comprising the DTCN material deficiencies in providing the information requested may result in rejection of a proposal.
- 18.3. **Site Inspection by Tenderer.**  
The Tenderer shall inspect the site at his own cost and shall satisfy him- self with regard to the nature and extent of the work involved the actual site condition, existing facilities and shall collect any other Information which may be required before submitting the tender. Any further data required during execution of the work/ scheme shall be ascertained by the bidder at his own cost.
19. **Technical Proposal (As Per Annexure-I):**  
The Technical Proposal shall provide the information indicated in the following paragraphs (clause 2(B) 19.1 to 2(B) 19.8) using the attached standard form. A page is considered to be one printed side of A4 of Letter Size Paper.
  - 19.1. A description of the approach. Methodology and work plan for performing the assignment.
  - 19.2. Work completion certificate from the Clint in support of work executed as furnished in **Schedule - I**.
  - 19.3. Copy of PAN Card and GST Regd. No.
  - 19.4. Copy of Bidders Registration Certificate.
  - 19.5. General Power of Attorney if required in favour of the Authorized Signatory.

- 19.6. Other Information as required.
- 19.7. The Technical Proposal shall not include any financial information related to Financial Proposal.
- 19.8. Financial Turnover for the last 3 years certified by Chartered Accountant.
20. **The Financial Proposal (As Per Annexure –II):**
- 20.1 The Bidder shall quote the Financial Proposals as per the tables provided in PART- II (Financial Bid)
- 20.2 The Offer shall be inclusive of all cost of T & P. consumables. Infrastructure back etc. the offer shall also be inclusive of all duties, levies. Taxes of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.
- 20.3. The Bidder should make realistic assessment of the exhaustive nature of the work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within stipulated time and quote their offer accordingly.
- 20.4. The rate quoted by the firm shall be firm.
21. **Tender Validity:**
- 21.1 The Proposal must remain valid for 90 (Ninety) days from the date of opening the price bid.
- 21.2. A Bidder agreeing to the request to extending the validity period of the proposal will not be required or permitted to modify his tender. But will be required to extend the validity of his EMD
22. **Authorization Corrections, Erasures etc. in Tender Papers:**
- 22.1 The Tender document shall be signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of certified copy of power of attorney, which shall accompany the tender.
- 22.2. The completed tender shall be submitted without any alteration. Inter- relations or erasures except those which accord with instructions given by the Executive Officer, Phulbani Municipality.
- 22.3. Only one Tender shall be submitted by a Bidder.
23. **Earnest Money Deposit/ISD/SD & GST Regd No:**
- 23.1. **Earnest Money Deposit:**  
The Earnest Money Deposit (EMD) shall be of Rs. 70,000/- and in shape of D.D/ Banker's Cheque payable to **Executive Officer .Phulbani Municipality** or NSC/ Post Officer Time Deposit/Kissan Vikash Patra /Term Deposit Receipt in Schedule Bank Duly Pledged in favour of **Executive Officer, Phulbani Municipality** . EMD in any other form shall not be accepted. The EMD shall accompany the DTCN: Technical & Financial Proposal. Tenders without EMD or with Part EMD/ unpledged

EMD/EMD partly pledged and partly un-pledged/E.M.D in other forms shall not be considered and such tenders shall be out rightly rejected.

In case the Bidder proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the State, he/she is required to furnish additional 1% EMD/ Bid Security. The entire bid security including the additional Bid security shall stand forfeited in case the Bidder fails to mobilize the machineries within stipulated time as per the tender document.

**23.2. Return of EMD:**

Earnest money given by all Bidders the three lowest tenders shall be refunded within a week from the date of opening of price bid on application /request.

The earnest money given by other two parts (L2 & L3) except one whose tender is accepted shall also be refunded with in 15 (fifteen) days of the acceptance of the tender on application/request.

EMD shall also be returned to the unsuccessful bidder of Technical & Financial Proposal after Finalization of its evaluation or last date of the Tender validity period whichever is earlier on the application/ request.

**23.3. Initial Security Deposit:**

The successful Tender, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 2% (Two Percent) of the value of the order together with the EMD deposited with the Tender. In shape of NSC/Postal saving passbook / post office time deposit/Kishan Vikash Patra/ deposit receipt in the Schedule bank duly pledge in favour of the **Executive Officer , Phulbani Municipality** payable at **Phulbani** with in 7 (Seven ) days of receipt of Intimation failing which their tender shall be cancelled with the forfeiture of EMD.

**23.4 Security Deposit**

In the addition to that 5% of gross value will deducted from bill(s) of the bidder towards Security Deposit (SD) which will be refunded along with the ISD after successful completion of Guarantee/ Warrantee period to payment of final bill or obtaining clearance from the Audit.

23.5 The EMD shall be forfeited, if (a) a bidder withdraws the tender during the validity period of tender or (b) if the firm fail to furnish ISD within due time or (c) the Successful tenderer fails to sing the Agreement for whatever reason.

23.6. In consternation at the Executive Engineer/ Superintending Engineer/ Chief Engineer/ Government to investigate and to take into account each tender and in consideration of the work thereby involved. All earnest money deposited by the tender will be forfeited in the event of such tender either modifying or withdrawing his tender at his instance within the validity period.

**24 Clarification on an Amendment to DTCN Document:**

24.1. Bidder may request a clarification to any clause of the DTCN documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent online in the portal. The Employer will respond to this online through the same portal. Should the Employer deem it necessary to amend the DTCN as a result of a clarification It shall do so following the procedure under Para. 2 (B) 25.2.

- 24.2. At any time before the submission of Proposals. The Employer may amend the DTCN by issuing an addendum/corrigendum which shall be published in the portal. The addendum/corrigendum shall be binding for the bidders. To give the bidders a reasonable time to take into account the amendment into their proposals the Employer may. If the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter, a tender may raise concerning the tendering of the works.

## **D. SUBMISSION OF TENDERS**

### **25.1. Bid Document:**

Bid Documents consisting of technical proposal & financial proposal shall be submitted in two separate envelopes clearly mentioning:

- a. Technical Proposal for **“Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector’s Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal”**.  
Financial Proposal for **“Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector’s Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal”**
- b. Please do not open without permission of.

### **25.1. Clarification of Bidding Documents:**

The bidder can seek clarification on the bids within 5.00 AM of 19.06.2018 from start of sale of bid documents. The Employers response for the queries raised by the bidder will be clarified by the Bidder within 7 days.

### **25.3. Bid Security/EMD:**

- (i) The bidder shall furnish, as part of his Bid, a bid security in the amount as shown in Col. 5 of the table of Notice Inviting Tender (NIT) for this particular work, The bidder shall have to deposit the ‘Bid Security’ in original with the “Officer Inviting Bid” prior to opening of technical bid. The officer inviting the bid shall not be responsible for any postal delay and/ or non-receipt due to any frivolous reasons. Non-submission of bid security within the specified period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration. The bid security shall be in shape of National Savings Certificate/ Post Office Savings Bank Account/ Post Office Time Deposit account/ Kissan Vikas Patra/ Deposit Receipt of Schedule Bank only duly pledged in favour of Executive Officer, Phulbani Municipality, Phulbani.
- (ii) The EMD will be forfeited in any of the following case:
  - (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
  - (b) It the Bidder does not accept the correction of the Bid Price.
  - (c) In the case of a successful Bidder, if the bidder fails within the specified time limit to
    - (i) Sign the Agreement/ Contract or
    - (ii) Furnish the required ISD and Performance Security.
  - (d) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents and certificates up loaded by the bidder is found to be false/ fabricated/ bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.

**25.4. Submission of Bid:**

The bidder have to submit the filled in downloaded DTCN (RFP) along with relevant documents/ paper as per clause aid down in the DTCN through Speed Post/ Registered Post/ Courier to the Municipal Commissioner, Phulbani Municipality .Kandhamal The bidder shall have to produce the original documents in support of the photo copies/statements submitted to the on demand by the employer prior to award of contract-failing which action as per DTCN will be initiated.

**25.5. Late Bids:**

No bids will be received after scheduled date and time. The authority will not be responsible for postal and courier delay.

**26. Modification & Withdrawal of Bid:  
(Deleted)**

**27. Bid Opening:**

The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

**28. Award of Work:**

Award of contract will be issued by post/hand and email.

## **E. TENDER OPENING AND EVALUATION**

**29. Tender Opening:**

**30.1.** The Executive Officer, Phulbani Municipality, Kandhamal will open the tenders on the date & time mentioned in the **DTCN (RFP)** in presence the bidder or their authorized representatives.

**30.2. A tender shall include the following documents:**

- (a) Financial Proposal.
- (b) Technical Proposal
- (c) Cost of tender document.
- (d) EMD as per Clause-2(B) 23.1.
- (e) Proof of eligibility and qualifications.
- (f) There are any criminal cases pending.
- (g) PAN Card and GST Registered No
- (h) Affidavit.
- (i) Power of Attorney.
- (j) Record of litigation and arbitration.
- (k) Other documents as required

**30.3.** The **Executive Officer, Phulbani Municipality, Phulbani** may prepare, for his own record, minutes of the tender opening including the tender opening summary which shall be posted in the portal.

**31. Clarification on Tenders from Bidders:**

**Phulbani Municipality, Phulbani** may ask bidder individually for clarification on their tender. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate or substance shall be sought. Offered or permitted by the **Executive Officer, Phulbani Municipality, Phulbani** during the evaluation of the enders.

**32. Determination of Responsiveness:**

**32.1.** Prior to the detailed evaluation of tenders, **Executive Officer, Phulbani Municipality, Phulbani** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders which have not been submitted in the proper form will be rejected.

**32.2.** Any tender which is not substantially responsive to the requirements of the tender **Officer, Phulbani Municipality** such a tender shall not be allowed subsequently to be made responsive by the bidder by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

**33. Proposal Evaluation:**

**33.1.** From the time of the proposals are opened to the time, the contract is awarded, the bidder should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)31.

**33.2.** Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation. Ranking of proposal and recommendation for award of the contract may result in the rejection of the bidder's proposal.

**33.3.** Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**33.4. Evaluation of Technical Proposal:**

**33.4.1.** The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the DTCN.

**33.4.2.** A Proposal shall be rejected at this stage if it does not respond to required aspects of the NIT DTCN.

**33.4.3.** During technical evaluation, the tenders may have to make a presentation on their technical proposal before the Evaluation Committee if felt necessary. The date of such presentation shall be intimated to them in writing or by mail.

**33.5. Evaluation of Financial Proposal:**

**33.5.1.** After the technical evaluation is completed, the Employer shall inform to the bidders, who have qualified in the General, Technical & Price bid.

**33.5.2.** Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic errors(s).

**33.5.3.** The Evaluation Committee will correct any computation errors. When correcting computational errors, in case discrepancy between a partial amount and the total amount or between words and figures. the amount in words will prevail.

**33.5.4.** If the bid price increases as a result of these corrections. The amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.

**33.6. Selection of bidder on the basis of Financial Proposal:**

Other condition being *equal*, the bidder bidding the lowest price will be considered for acceptance by competent authority.

**34. Negotiations:**

- 34.1. Negotiations will be held if required with the lowest valid tender, In the event of the L1. Tenderer has furnished any condition which grossly, affects the tender value/ contains such conditions which make the value of the offer indefinite; he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such case the employer may explore the possibility of considering the next valid tender as L1.

## **F. AWARD OF CONTRACT**

**35. Award Criteria:**

- 35.1. After acceptance of price bid of the tender by competent authority selected bidder will be intimated about such acceptance.
- 35.2. The bidder is expected to commence the work on the date and at the location specified in the Data Sheet.

**36. Right to Accept or Reject any or all Tender:**

**Notwithstanding Clause 2(B) 35, the Executive Officer, Phulbani Municipality, Phulbani** reserves the right to accept or reject any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

**37. Process to be Confidential:**

- 37.1. After the opening of tender as per Clause 2(B) 30 & 2(B) 33, information relating to examination, clarification, evaluation and comparison of tender and recommendations, concerning to the award of contract shall not be disclosed to the bidder or any other persons, officially not concerned with the process, until the award of the contract to the successful bidder has been announced.
- 37.2. Any effort by any bidder to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decision concerning award of a contract, may result in the rejection of their Tender.

**38. Notification of Award & signing of Agreement:**

- a) The Employer/Engineer-in charge shall notify acceptance of 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 Engineer-in-charge will pay the bidder in consideration of the execution & completion of the works by the bidder 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 bidder after furnishing the required acceptable performance security and additional performance security, Letter to Proceed” or “Work Order” shall be issued by the Engineer-in-charge with copy thereof to the procurement Officer- Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.

**Executive Officer,  
Phulbani Municipality.**

**SECTION- 2(C)**  
**DATA SHEET**

Ref Cl.No.	D
	Name of the Work: <b>“Supply and Installation of Gadgets/ Mod Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal”</b>
<b>Section-8</b>	<b>Scop of Works:</b> As per Section-8.
<b>2(B)1.(a)</b>	Name of the Employer: Phulbani Municipality, Kandhamal (Odisha)
<b>2(B)33.6.</b>	Method of selection: Qualifying in the Technical Bid and L1 in the
<b>2(B)26.</b>	Two Bid System: Technical Proposal and Financial Proposal to be Submitted in separate envelopes as detailed at Clause-2(B) 26.
<b>2(B)15.</b>	Proposals shall be submitted in the following language: <b>English</b>
<b>2(B)21.</b>	Offers must remain valid for90 ( Ninety) days after the date of open
<b>2(B)25.1.</b>	Clarifications may be requested on-line till 5.00 PM of 19.06.2018
<b>2(B)30</b>	The techn
<b>2(B)33.5</b>	The L1 bi evaluation

**SECTION – 2 (D)**  
**LETTER FOR SUBMISSION OF TENDER**  
**{To be filled in by the Bidder}**

Note – (1) *Additional conditions appended to the tender will make the tender liable for rejection*

(2) *Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.*

Ref. No. \_\_\_\_\_ // Date. \_\_\_\_\_.

To

**The Executive Officer,  
Phulbani Municipality, Phulbani.**

Sub: Tender for work: **“Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector’s Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal”**

Ref: RFP No. \_\_\_\_\_ // Date..... published in the website.  
www.kandhamal.nic.in

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, we have downloaded the Detailed Tender Call Notice (DTCN) and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amount as quoted in the accompanying price bid.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) I/We are submitting herewith Bar Chart to completion of the work.

4) Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.

5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

6) I/We agree to keep our offer open for a minimum of 120 (One Hundred Twenty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notices (DTCN).

Thanking you.

Yours faithfully,

Name and signature of the Authorised Signatory  
Along with seal and address of the Firm

## SECTION – 2 (E)

### **TENDER DECLARATION** **{To be filled in by the tenderer}**

I/We hereby tender for the execution for the Governor of Odisha of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said work in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the specifications. Designs and drawings and drawings and other documents referred to there in, which shall have to be approved by the **Phulbani Municipality**, and such other written instructions as may be given by the Phulbani Municipality from time to time for duly carrying out off the said works and with such materials as are provided for in accordance with the condition and special conditions here to attached. I/We have inspected the work site and studied its conditions. Labour, materials and have understood the tender implications fully.

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions and special conditions of the contract annexed here to in default here of to forfeit and pay to the governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

**Signature of Tenderer/Bidder**  
**(Seal)**

**SECTION – 2(F)**

**LETTER OF ACCEPTANCE OF TENDER**

**(To be filled in by Executive Officer, Phulbani Municipality, Kandhamal)**

The above tender hereby accepted by me on behalf of Phulbani Municipality, Phulbani.

**Executive Officer  
Phulbani, Municipality  
Phulbani.**

**SECTION -2 (G)**  
**MEMORANDUM**

**(To be filled in by the bidder during signing of Agreement)**

1.	Name of the work		<b>“Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector’s Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal”</b>
2.	Accepted tender Value	:	Rs. _____ Lakh
3.	Earnest Money Deposit	:	Rs. 70.000/- (Rupees Seventy thousand only)
4.	Initial Security Deposit (@ 2% of the accepted tender Amount including earnest money).	:	Rs. _____ Lakh
5.	Percentage to be deducted from each Bill as security deposit	:	@ 5 (five)%
6.	Time allotted for completion of the work (from the date of written order to commence)	:	1 (One) Calendar Months
8.	Date of written order to commence.	:	
9.	Total number of items of work tendered for (as per schedule attached here to).	:	

**Signature of Tenderer / Bidder.**

**SECTION – 3**  
**INFORMATION REGARDING**  
**TENDER**  
**(To be filled in by the Tenderer)**

**A. In case of individuals:**

- i. Name of Tenderer :
- ii. Whether his business is registered :
- iii. Date of commencement of business :
- iv. Whether he pays income tax each year  
If yes. Furnish particulars. :

**B. In case of Partnership Firm:**

- i. Names of Partners :
- ii. Whether partnership is registered. :
- iii. Date of establishment of the firm. :
- iv. In case. Income tax is paid by each  
Partner, the details to be furnished. :

**C. In case of limited Liability Company:**

- i. Amount of paid up capital. :
- ii. Names of Directors. :
- iii. Date of registration of the Company. :
- iv. Copies of the last three year's balance  
Sheets of the Company. :

**Signature of the Tenderer**

**SECTION – 4**  
**DECLARATION BY THE TENDERER**

1. I have visited the site and have fully been acquainted myself with the local situation regarding materials. Labour and the factors pertaining to the work before submitting the tender.
2. I have carefully studied the conditions of the contract. Specification and other documents of this work and I agree to execute the same accordingly.
3. I solemnly pledge that I shall be sincere in discharging my duties as responsible bidder and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stage of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials and equipments etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc.
4. I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

**SECTION – 5**  
**FORM OF AGREEMENT**

This contract made the.....day..... of.....  
to..... between the Governor of Odisha acting through  
(designation) Ministry of ..... Department of .....  
Government of Odisha (address) (name and address of employer) (hereinafter called “ the  
employer” And..... (Name and address of bidder) (hereinafter called  
“the Bidder”) of the other party).

WHEREAS the Employer is desirous that the bidder executes.

.....  
.....  
..... (Name  
and identification number of Contract) (hereinafter called the “Work”) and the employer has  
accepted the Bid by the bidder for the execution and completion of such works and  
remedying of any defects therein, at a contract price of Rs.....

**NOW, THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS  
FOLLOWS:**

1. In this contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of the agreement.
2. In consideration of the payments to be made by the employer to the bidder as hereinafter mention, the bidder hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provision of the contract.
3. The Employer hereby covenants to pay the bidder in consideration of the execution and completion of the works and in remedying the defects wherein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as a part of this contract, viz:
  - i. Letter of acceptance.
  - ii. Notice to proceed with the works.
  - iii. Bidder’s bid
  - iv. Bidding data
  - v. General conditions of contract (Including special conditions of contract)

- vi. Specifications
- vii. Drawings
- viii. Bill of quantities
- ix. Any other documents listed in the contract data as forming part of the contract.
- x. Drawing and design of structure(s) or part thereof submitted by the tenderer and duly approved by the competent authority after this Agreement.

IN WITNESS WHEREOF the parties have caused this contract to be executed the day and year first before written.

Binding Signature of employer signed by .....  
 (for and on behalf of the Municipal Council, Phulbani)

Binding signature of bidder signed by.....  
 (for and behalf of ..... duly authorized vide  
 Resolution Dated ..... at the Board of Director of

**In the presence of  
 (Witnesses)**

- 1.
- 2.

**Bidder**

**Executive Officer,  
 Phulbani Municipality,  
 Phulbani.**

SECTION-6  
**CONDITIONS OF CONTRACT**

**6.1 Decision of Municipal Authority is Final:**

The party whose tender is accepted hereinafter called the bidder is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the Municipal Engineer hereinafter called the Municipal Engineer and the bidder whether the same may or may not be particularly described in the specification of shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Executive Engineer is to decide which shall be followed.

**6.2 Amendment of Errors during Progress of work:**

The bidder is to set out the whole of the works in conjunction with an officer to be deputed by the Executive Engineer and during the progress of the works to amend on the requisition of the Executive Engineer any errors which may arise therein and provide all the necessary labour and materials for doing. The bidder is to provide all plant labour and materials (with the exception noted in Schedule), which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The bidder is to leave the works in all respects clean and perfect at the completion thereof.

**6.3 Fair Wage Clause:**

The bidder shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer for the work done by such labourer, fair wages. Fair wages means wages whether for time or piecework, prescribed by the State PWD provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

Municipal Engineer shall have the right to enquire into and to decide any complaint alleging that the wages paid by the bidder to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

The Municipal Engineer of the work shall have the right to decide whether any labourer employed by the bidder is below the age of fourteen years and to refuse to allow any labourer whom he decides to be below the age of fourteen years, to be employed by the bidder.

**6.4 Approved Drawings & Specification of site with Bidders Agent:**

Complete copies of the drawing and specifications signed by the Municipal Engineer and the same or copies thereof are to be kept with the works in-charge of the bidder's agent which is to be constantly kept on the ground by the bidder and to whom instructions can be given by the Municipal Engineer.

**6.5 Work not to be sublet:**

The work should not be sublet. During execution of work if it is found that the work part of the work is sublet, the Executive Engineer may there upon by notice in writing, rescind the contract and the Security Deposit of the bidder shall thereupon

stand forfeited and the absolutely at the disposal of Government. In addition, the bidders shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.

**6.6 Deviation from Approved Drawing and Specifications:**

The bidder is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the Executive Engineer to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the Executive Engineer or the Municipal Engineer at least during the week following that in which the work may have been done and no day work shall be allowed unless authorized by the Executive Engineer and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

**6.7 Rate for Extra Work:**

Any authority given by the Executive Engineer for any alterations or addition in or to the works is not to vitiate contract but all additions omissions or variations made in carrying out the works are to be measured and valued and certified by the Executive Engineer and added to or deducted from the amount of the contract as the case may be at rates in accordance with the sanctioned schedule of rates in force at the time when the particular item of work was commenced. In those cases in which rates do not exist, the Municipal Authority, Phulbani will fix the rates to be paid and his decision shall be final.

**6.8 Extension of Time:**

If the bidder shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the bidder whether the authority claims compensation for delay, in case there is any delay in execution due to non-availability of stock materials or land or rise in cost of materials and labour or any reason whatsoever beyond the control of authority, the bidder is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee/ Secretary/ Legal Advisor while considering the application of the bidder of extension of time and can impose any condition which shall be binding on the bidder.

**6.9 Works & Materials at site to be property of Govt. of Odisha:**

All works and materials brought and left at site by the bidder or by his orders for the purpose of forming part of the works are to be considered to be the property of the Governor of Odisha and the same are not to be removed or taken away by the bidder or any other person without the specific permission in writing of the Executive Engineer but the Governor of Odisha will not be liable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.

6.10 **Supply of Materials:**

The bidder shall at his own expense provide all materials required for the work. The materials supplied by the bidder shall conform to relevant latest editions of the specification and codes of practices of the Bureau of Indian Standards or in their absence to other specifications as may be specified by the Engineer-in-charge. The bidder shall furnish necessary certificates in support of the quality of the materials as may be required by the Engineer-in-charge.

The Engineer-in-charge shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of bidder. The bidder 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.

The Executive Engineer has full power for removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Executive Engineer is to be at liberty to sell such materials and 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. The Executive Engineer is also to have full power to require other proper materials to be substituted and in case of default, the Executive Engineer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the bidder and may be recovered from the sale proceeds of such rejected materials when necessary, the balance, if any, being kept in deposit in the bidder's favour.

6.11 **Execution with defective Workmanship & Improper Materials:**

If in the opinion of the Executive Engineer may of the works have been executed with improper materials or defective workmanship, the bidder is then required by the Executive Engineer forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the bidder in so doing within a week, the Executive Engineer is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the bidder.

6.12 **Rectification of Defects within Guarantee period:**

Any defects, shrinkage or other faults which may appear within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Municipal Engineer to be amended and made good by the bidder at his own cost unless the Municipal Engineer for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Governor of Odisha may recover from the bidder the cost of making good the works.

6.13 **Responsibility of the Bidder during execution of work:**

From the commencement of the works to the completion of the same they are to be under the bidder's charge. The bidder is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of Odisha harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the bidder or of any one of his employees during the execution of the works.

6.14 **Execution of works in the site by other workmen:**

The Executive Engineer is to have full powers to send workmen upon the premises

to execute fittings and other works not included in the contract for whose operations the bidder is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the bidder is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

6.15 **Compensation for Delay:**

- (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the bidder and shall be reckoned from the date on which the written order to commence work is given to the bidder. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the bidder) and the bidder shall pay, as compensation, an amount equal to  $\frac{1}{2}$  percent of the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished after the proper dates (the work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorized agents, are fully complied with by the bidder to the Executive Engineer's satisfaction). And further to ensure good progress during the execution of the work, the bidder shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the event of the bidder failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% (ten percent) of the estimated cost of the work as shown in the tender.
- (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the bidder shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the Executive Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
- i) To rescind the contract (of which recession notice in writing to the bidder under the hand of the Executive Engineer shall be conclusive evidence) 20% of the value of the left over work will be realized from the bidder as penalty.
  - ii) To employ labour paid by Department of Water Resources and to supply materials to carry out the work, or any part of the work, debiting the bidder with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the bidder) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the bidder under the terms of his contract; the certificate of the

- Executive Engineer as to the value of the work done shall be final and conclusive against the bidder.
- iii) To measure up the work of the bidder and to take such part of the work of the contract, as shall be unexecuted out of his hands and to give it to another bidder to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original bidder if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original bidder and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit of the proceeds of sale thereof or a sufficient part thereof. In the event of any of the above courses being adopted by the Executive Engineer the bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the bidder shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so certified.

**6.16 Circumstances for Rescission of Contract:**

If the bidder shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of this part of the contract (except on account of cause mentioned in Clause 6.15 or in consequence of not having proper instructions for which the bidder shall have duly applied) the Executive Engineer may give to the bidder or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the bidder for a period of seven days, it shall be lawful for the Executive Engineer to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on the complete the same and to authorize him or them to use the plant, materials and property of the bidder upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Executive Engineer by the bidder or may be set off by the Executive Engineer against any money due or to become due to bidder. If the assignee or trustee of the Bidder proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

**6.17 Payment Certificate:**

A certificate of the Executive Engineer or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the bidder is to be conclusive evidence of the works having been duly completed and that the bidder is entitled to receive payment of the final balance, but without prejudice to the liability of the bidder under the provision of Clause-6.11.

**6.18** The executive Engineer shall make payment of work in full or part thereof those shall have been certified, subject to availability of Letter of Credit (LoC).

- 6.19 **(Deleted)**
- 6.20 If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the bidder who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawings, design and instruction which shall involve any curtailment or increase of the work as originally contemplated .
- 6.21 **(Deleted)**
- 6.22 **Defects Liability Period:**  
The defect liability is **12 month** from the date of formal taking over of the work by the Engineer-in-charge.
- 6.23 **Bidder Liable for damage done & for Imperfection for 6 (six) months after Certificate:**  
If the bidder or his work people or servants shall break, deface, injure or destroy any part of a building or a structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within six month from the date of the final certificate of its completion shall have been given by the Engineer-in-charge the bidder shall make the same good at his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the bidder or from his security or the proceeds of sale thereof or a sufficient portion thereof and the bidder shall be liable to pay of the expenses not so recovered by the Engineer-in-charge.
- 6.24 **Action where no specification is mentioned:**  
In the case of any class or items of work for which there is no such specification as mentioned in file, if such work shall be carried out in accordance with the detailed standard specification of Odisha, as followed by the State PWD and in the event of there being no specifications born in the said standard specification of Odisha for such items of work, then in such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge after obtaining approval from competent authority.
- 6.25 **Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:**  
A bill shall be submitted by the bidder each month or on before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge and/or Assistant Engineer and/or junior Engineer in immediate charge of the work shall take the requisite measurement for the purposes of having the same verified, and the claims for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the bidder does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge and/or his Engineer

subordinate shall measure up the said work in the presence of the bidder, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge and/or Assistant Engineer and/or his Engineering subordinate shall prepare a bill from such list which shall be binding on the bidder in all respect, Payment shall be made to the bidder in all respect.

The Engineer-in-charge will deduct @ 5% (five percent) of the value of each running bill prepared and submitted by the bidder, if any. On account of work done, and such sum or sums to be held in deposit as a further security for the due performance of the condition of the contract provided always that the Executive engineer may refuse to make such monthly payment if in his opinion, the progress of the work of the conduct of the bidder is not satisfactory or the bidder has in any other way done or neglect to do anything as to make it appear doubtful to the authority as to whether the work will be completed by the bidder in accordance with his contract, or has failed to comply with any instruction or order of Engineering personnel. All such interim payments from time to time shall be regarded as payments by way of advance against the final payment only and not as payment of work actually done and completed and shall not preclude the requirement of bad, unsound and imperfect or unskilful work to be removed and taken away and for reconstructed or re-erected, or be considered as an admission of the due performance of the contract, of any part thereof in any respect, or accrual of any claim not shall it conclude, determine and affect in any way the powers of Engineer-in-charge and/or Assistant Engineer and/or the Junior Engineer under these condition or any of them as to the final settlement of adjustment of the accounts or otherwise or in any other way vary or affect this contract. The bidder shall submit the final bill within one month of the date for completion of the work failing which the Engineer-in-charge or his authorized representatives in the presence of the bidder shall prepare the final bill. For recording final measurement of the work, the Engineer-in-charge or his authorized representatives shall serve a notice upon the bidder stipulating therein the date fixed for recording such measurement. If the bidder fails to attend the recording of final measurement by the Engineer-in-charge or his authorized representative on the date as stipulated, the Engineer-in-charge may at his discretion get the measurement recorded ex-parte or fix up another date as per his own convenience. Such measurement and the total amount payable to the bidder as certified by the Engineer-in-charge shall be final and binding on all parties.

6.26

**Black listing**

A bidder may be black listed as per amendment made to appendix XXXIV to OPWD code VOL.-II on rules for black listing of bidders vide letter No.3365 Dt.01.03.2007 of work department, Odisha, As per said amendment a bidder may be black listed.

- a) Misbehaviour/threatening of departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any short of tender fixing.
- c) Constant non-achievement of milestones of insufficient and imaginary grounds and non-adherence to quality specification despite being pointed out.
- d) Persistent and international 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 document for consideration of a tender.

SECTION-7  
**SPECIAL CONDITIONS OF CONTRACT**

**7.1 Charges in Constitution of Firm:**

In the case of tender by a partnership Firm, any change in the constitution of the Firm shall be both with notified by the bidder to the Executive Officer, Phulbani Municipality for his information. In case of failure to notify the change in the constitution within 15 days, the Executive Officer, Phulbani Municipality may by notice in writing, rescind the contract and the security deposit of the bidder shall thereupon stand forfeited and be absolutely at the disposal of the Governor of Odisha and the same consequence shall ensure as if the contract had been rescinded thereof and in addition the bidder shall not be entitled to recover or be paid for any work there for actually performed under the contract.

**7.2 Engineer' Access to Work:**

The Municipal Engineer is to have at all times access to the works, which are to be entirely under his control. He may required to bidder to dismiss any person in the bidder's employee upon the works who may be incompetent or misconduct himself and the bidder is forthwith to comply with such requirement. Other Supervising Officers shall have all time access to the works.

**7.3 Workmen Compensation Act VIII of 1923:**

The Phulbani Municipality shall be entitled to recover in full from bidder any amount that the Phulbani Municipality may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

**7.4 Jurisdiction in the Event of 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.

**7.5 Lighting & Sanitary Arrangement:**

Lighting and Sanitary arrangement and supply of drinking water will be made by the Bidder at his own cost for his labour camp.

**7.6 Payment of Duties, Levies and Taxes:**

The Bidder shall bear all Taxes including Duties, Levies, Central and State Sales Tax including work Contract Tax, Entry Tax, Income Tax, Royalties, Fair Whether Charges and Tollages where necessary and Phulbani Municipality shall not entertain any claim whatsoever in this respect. Statutory deduction of taxes as applicable shall be done from cash running bill.

**7.7 The building & other construction Workers Welfare Cess Act 1996:**

In accordance with the provisions under the said Act 1% (one) of the approved agreement value will be deducted from the R/A Bill at the time of making payment to the Bidder and such amount shall be remitted in favour of the Building & Other Construction Workers Welfare Board.

- 7.8 **Site Clearance:**  
After the work is finished or completed, surplus materials and debris are to be removed by Bidder at his own cost and preliminary work such as vats, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the bidder shall vacate the site within three months from the date of completion and commissioning, by making good the damages if any.
- 7.9 **Works to be carried out:**  
The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of for in the full and entire execution and completion of the works. The description given in the schedule of quantities/ scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- 7.10 **Sufficiency of Tender:**  
The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and other rates and prices quoted in the schedule of quantities (DTCN Price Bid), 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.
- 7.11 **Rates:**  
The Tenderer shall quote their offer on “Capital Cost” for the complete work in all respects on Item Rate Basis. The offer shall be inclusive of cost of all materials, labour, T&P inclusive of all duties, levies, taxes of Central and State Government including Works Contract Tax the building and other construction workers welfare cess with surcharge, entry tax, tollages, royalties, packing and forwarding, transportation, insurance, loading and unloading, storage, watch and ward, delivery of the materials to be site etc. and all other expenses incidental thereto for successful completion, testing and commissioning of the work. No extra cost towards any tax will be entertained.
- 7.12 **Transportation:**  
The bidder shall be responsible for the transportation of all materials, tools and plant, equipment and machinery to the work site as may be required at site.
- 7.13 **Custody of the Materials:**  
The bidder shall be responsible for safe custody of the materials at site and the Governor of Odisha will not be responsible for any loss or damage of the property at site.
- 7.14 **Construction Schedule:**  
The bidder shall submit a detailed work schedule in the form of Bar Chart along

with his tender indicating the detailed break-up of the job. This will include all operations from procurement of materials to final testing at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the bidder shall be revised by the Executive Engineer and approved with necessary modification if any after acceptance of the tender. The bidder shall furnish 6 copies of the approved schedule within a time to the intimated to him before drawl of the agreement. The approved Bar Chart shall form a part of the agreement. This approved schedule shall be binding on the bidder.

In addition the bidder shall submit PERT Chart in commensurate with the approved Bar Chart within one month of signing of the agreement. The PERT Chart on approval by the Executive Engineer shall be used to monitor the various project activities at micro level.

**7.15 Security Deposit:**

The Tenderer whose tender is selected for acceptance shall make an security deposit of 2% (two percent) of the accepted tender amount together with the earnest money deposited with the tender which forms the initial security deposit (ISD) within 7 (seven) days of issue of letter of intent and sign the agreement in the prescribed form within 10 (ten) days of issue of letter of intent after depositing the balance ISD. The ISD shall be deposited in shape of NSC/POTD/ Post Office Saving Bank Account/ KVP/ Deposit Receipt in Schedule Bank duly pledged in favour of the Executive Officer, Phulbani Municipality, and Phulbani. No tender shall be accepted unless required amount of security money is deposited.

In addition to that 5% of gross value will be deducted from bill(s) of the bidder towards Security Deposit (SD) which will be refunded along with the ISD after successful completion of warrantee/ Guarantee period subject to payment of final bill or obtaining clearance from the Audit.

**7.16 Monitoring of the Project:**

Time is the essence of the contract. The execution of the project shall be loosely monitored to ensure the quality; cost & time of the project are not compromised in any manner.

The bidder shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Municipal Engineer vis-à-vis the approved bar chart and PERT Chart and any deficiency observed thereto shall be communicated to the bidder. The bidder shall have to make up the deficiencies within the specific time period communicated to him by the Executive Officer, Phulbani Municipal Corporation, Phulbani failing which the bidder shall be liable for action as per Clause-7.86.

In addition, the bidder shall submit monthly day-wise work program one month in advance to Executive Officer, Phulbani Municipality, Phulbani to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under Clause- 7.2

**7.17 Site order Book:**

A site Order Book shall be issued to the bidder by the Engineer-in-charge or his representative. The bidder shall keep this Book always at site and any special order or instruction to be issued to the bidder shall sign all orders and instruction as token of his knowledge about the same. The site Order Book shall be the property of department but will remain during the period of the progress of the work with the bidder. The safe custody of the site Order Book during this period shall be the responsibility of the bidder. After completion of the work, the Book shall be

returned back by the bidder to the Engineer-in-charge, which will be enclosed in the final bill.

7.18 **Guarantee:**

Default liability period is **12 (twelve) months** from the date of preliminary acceptance of the work conforming to provisions in scope of work. During this period, the bidder shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

7..19 **Land:**

The department may provide land if available for construction of site office o the bidder on payment of usual rent.

7.20 **Unilateral Stoppage of Work:**

Unilateral stoppage of work by the bidder without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the Governor of Odisha reserves the right to take such actions as it may be deemed fit.

7.21 **Resident engineer:**

The bidder shall engage for this work competent, qualified and authorized resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the bidder in his absence in receiving directions from officers of the department, which will be binding on the bidder.

7.22 **Force Majeure:**

Neither the bidder nor the Executive engineer 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 there of or because of any act of god or for any cause beyond reasonable control of the party affected. Should one for both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties hall consult each other regarding the future execution for the contract for mutual settlement.

7.23 **Damages to Persons and Property:**

The bidder shall take every precaution not to damage or injure adjoining or other property of any persons, he shall indemnify and keep indemnified the employee against all claims for injuries or damages to any person or any such property(including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands proceeding damages, costs charges and expenses what so ever in respect of or in relation thereto. The department does not take any responsibility on this account.

7.24 **Attention to Urgent Works:**

If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the bidder is unable and unwilling at once to carry out, the engineer-in-charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the bidder or be adjusted against any sum payable to him.

7.25

**Safety Devices:**

- i) **Scaffolding:** suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction expect 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.  
The engineer-in-charge 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.
- ii) **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 suitably fenced.
- iii) **Safe means of access:** Safe means of access shall be provided to all working platform and other working places.
- iv) **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.
- v) **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 bidder shall provide all necessary fencing and light to protect the public or their 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 bidder, be paid to compromise any claim by any such person. The bidder not to come causes blockage of traffic/disruption of the traffic.
- vi) **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 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 so over loaded with debris or materials as may render it unsafe.
- vii) **Personal safety equipment:** all personal safety equipment shall be made adequately available but the bidder for the use of persons employed at the site of work and maintained in a condition suitable for immediate use. The bidder 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 tackled situations of fire.

7.26

**Rescission of contract:**

Subject to other provisions contained in the clause the Executive Engineer of the Department may without prejudice to his any other rights or remedy against the bidder in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contracts or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind

the contract in any of the following cases:

- i. If the bidder having been given by the Municipal engineer a notice in writing to rectify, reconstruct or replace and defective work or that work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the bidder being a company shall pass a resolution on the court shall make an order that company shall be wound up or if a receiver or a manger 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 manger or which entitle to court to make a winding up order.
- iii. If the bidder has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Executive engineer (which shall be final & building) he will be unable to secure completion fo the work by the date of completion and continues to do so after a notice in writing of seven days from the Municipal Engineer.
- iv. If the bidder fails to comply with provisions of Clause-7.15 & other relevant clauses mentioned elsewhere in this DTCN
- v. If the bidder fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such dates of completion and does not complete them within the period specified in a notice given in writing in that behalf the Executive Engineer.  
When the bidder has made himself liable for action under any of the cases aforesaid, the accepting authority shall have the powers to rescind the contract (of which rescission notice in writing to the bidder under the hand of Executive engineer shall be conclusive evidence), 20% of the value of the let over work will be realized from the bidder as Penalty.

7.26.1 In case of recession of contract as per Clause-7.26 the bidder shall have no claim to compensation for any loss sustained by him by regions 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 bidder

7.27 (a) **Conditions for Reimbursement O Levy/Taxes if levied after Receipt orf tenders:**

- i. All tendered rates hall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution(46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/levies the bidder shall be reimbursed the amount so paid, provided  
Such payments if, any, is not, the opinion of the Commissioner, Paradeep Municipal Corporation (whose decision shall be final and binding on the bidder) attributable to delay in execution of work within the contract of the bidder.
- ii. The bidder shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii. The bidder shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer in Charge that the

same is give pursuant to this condition, together with all necessary information relating thereto.

7.27 (b) Other statutory duty, tax such as I.T., VAT will be deducted at sources from the bills of the bidder and deposited with concerned authority.

7.27 (c) Royalty at the prevailing rate on minerals will be deducted from the bills of the bidder and deposited with concerned authority.

7.28 **Fair wages Clause:**

(a) The bidder shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourer's fair wages.

Explanation – **“Fair Wage”** means wages, whether for time or piece work prescribed by the State Public Works Department provide that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

The Municipal Engineer shall have the right enquire into and decide any complaint alleging that the wages paid by the bidder to any labourer for the work done by such labourer is less than the wages as per sun-paragraph-I above.

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

(c) In respect of all labour directly or indirectly employed in the works for the performance of the bidder's part of this agreement, the bidder shall comply with or cause to be complied with all regulations made by the Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Municipal Engineer or Assistant Engineer concerned shall have the right to deduct, from the money due to the bidder, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the works concerned.

(e) Vis-à-vis, the government of Odisha, the bidder shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity for his sub-bidder.

(f) The regulation aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

**Odisha PWD/Electricity Department Bidder's labour Regulations**

7.28.1 Short title – these regulations may be called “the Odisha Public Works department/Electricity Department Bidder's Regulations”.

7.28.2 Definitions – in these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say –

- i) **“Labour”** means a worker employed by a bidder of the Odisha Public Works Department/Electricity department directly or indirectly through a sub-bidder or other person, or by an agent on his behalf.
  - ii) **“Fair Wages”** 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.
  - iii) **“Bidder”** shall include every person whether a sub-bidder or headman or agent employing labour on the work taken on contract.
  - iv) **“Wages”** shall have the same meaning as defined in the payment of Wages Act include time and piece rate wages, if any.
  - v)
- 7.28.3 **Display of Notices regarding wages, etc:** the bidder 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.
- 7.28.4 **Payment of wages:**
- 1) Wages due to every worker shall be paid to him direct.
  - 2) All wages shall be paid in current coin or currency or in both
- 7.28.5 **Fixation of wage period:**
- 1) The bidder shall fix the wage period in respect of which the wages payable.
  - 2) No wage period shall exceed one month.
  - 3) 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 wages are payable.
  - 4) When the employment of any worker is terminated by or on behalf of the bidder, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
  - 5) All payments of wages shall be made on a working day
- 7.28.6 **Wage book and wages cards, etc:**
- 1) The bidder 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 bidder shall also maintain a wage card for each worker employed on the work.
  - 3) The Executive Engineer may grant an exemption from the maintenance of wage book, wage cards to a bidder who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.
- 7.28.7 **Fines and deduction which may be made for wages:**
- i) the wages of a worker shall be paid to him without a deduction of any kind except the following –
    - (a) fines

- (b) Deductions for absences from duty, i.e., from the place of places where by 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 eh is required to account where such damage or loss is directly attributable to his neglect or default any other deductions which the Odisha Government may from time to time allow.

- ii) 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 give an opportunity of showing cause against such fines or deduction.
- iii) The total amount of times which may be imposed in any one wage period on a works shall not exceed an amount equal to five paisa in a rupee of the wages payable to him in respect of that wage period.
- iv) No fine imposed on any worker shall be recovered from him instalments, or after the expiry of 60 days from the date on which it was imposed.

**7.28.8 Register of fines, etc.:**

- i) The bidder shall maintain 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.
- ii) The bidder 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.

**7.28.9 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.

**7.28.1 Powers of Labour welfare Officers to make investigation or enquiry:**

0 The labour Welfare Officers or any other persons 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 bidder, sub-bidder in regard to such provisions.

**7.28.1 Report of Labour Welfare Officers:**

1 The labour Welfare officer or other authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the bidder bill be made and the wages and other dues be paid to the labourers concerned.

**7.28.1 Appeal against the decision labour Welfare Officer:**

2 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 the Executive engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the bidder.

7.28.1 **Inspection of register:**

3 The bidder 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.

**Submission of return:**

The bidder shall submit periodical returns as may be specified from time to time.

**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.

The terms and conditions of the agreement have been read by Me/Us and I/We certify that I/We clearly understand them and agree to abide by them.

**Bidder**

## SECTION – 8 SCOPE OF WORK

The intent of this Section is to specify the work items to be covered on ‘Item Rate Basis’ in conformity with the technical specifications as enumerated in the subsequent clauses for the work . The Scope of Work would “**Supply and Installation of Gadgets/ Models for Science Park and Evolution Park back side of Sub-Collector’s Res., Ward No.3 of Phulbani Municipality, Dist.- Kandhamal**”

**1. Location :**

Town	: Phulbani
District	: Kandhamal
State	: Odisha

**2. Intent of this Section**

The intent of this section is to cover specify the work items to be covered on ‘Item Rate Basis’ in conformity with the technical specifications as enumerated in the subsequent clauses for the work . The Scope of Work would include Operation & Maintenance for 5 years.

The provision under this section shall be read in conjunction with the Conditions of Contract (Section-07). Special Condition of Contract (Section-08 of this DTCN)and other documents issued by Public Health Engineering Department, Odisha, which shall also form a part of the Contract.

**3. Scope of Work**

Supply & Installation of Gadgets/Models for Science Park & Evolution Park as Detailed in Section-9.

**4.1 (Deleted)**

**4.2** Prior to bidding the bidder is required to visit the site, prepare a lay out plan/ detailed design and drwing for installation all gadgets/models and submit same along with the technical proposal. It is the responsibility of the agency to conduct detailed survey and prepare detailed design and drawing accordingly.

The department will give preliminary approval within 10 days from the date of receipt of

Drawing & design from the bidder duly vetted as above.

On receipt of preliminary approved drawing & design, the bidder is to submit six sets of drawing & design incorporating the corrections made in red ink in the preliminarily approved copies for final approval.

**5. Inspection & Testing:**

For all materials, the bidder shall furnish Manufacturer’s test certificate with each consignment. At site, Testing and inspection shall be carried out as per Indian standards/ International Standards in presence of Engineer-in-Charge, bidder and manufacturer. The bidder shall detail out the codes and standards in accordance with which the testing shall be carried out.

All equipments, labour, tools, & tackles , instruments and other facilities for testing shall be provided by the bidder . He shall also maintain records of all the tests and furnish copies of the same to the Department.

The Department reserves the right to test any material at any of the reputed laboratories if necessity arises & the cost of such test(s) shall be borne by the bidder

& rejected materials shall have to be replaced by the bidder by approved material at his cost.

The RCC shall be designed based on the latest concepts & Principles enumerated in the standard text books conforming to latest BIS Code.

**6.1. General Conditions:**

1. Cement shall not be less than P.P.C.-43/53 grade of reputed manufacturers.
2. Steel Reinforcement should conform to Fe-415 and IS specification
3. As & when required, the steel/ cement & other building materials will be tested by Department at the cost of bidder to ensure proper quality as per IS specification.
4. Testing of water tightness shall be conducted as per relevant IS Codes.
5. Machine mix shall be used in concrete work for all structure. Design mix concrete will be preferred. Vibrator of appropriate type shall be used for compaction of concerted.
6. All the structures are to be designed as permanent type and shall have aesthetic elevation.
7. Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the cantering and shuttering of the structures.
8. Painting of all steel / MS structure to be done as per approved quality of enamel paint over a coat of primer.
9. The surplus earth and debris should be lifted after completion of work and proper levelling of site as directed by Engineer-in-charge without any extra claim.
10. All the work including supply of materials to be executed as per relevant IS specification and direction of Engineer-in-charge.
11. Foundation of all structure including supply of materials shall be designed depending on Ground water table / subsoil condition. In no case the Depth of foundation below virgin soil shall be less than 1 metre.
12. All equipments, accessories, auxiliaries, piping, electrics, instruments, installations, construction, buildings etc, including all mechanical, electrical & civil engineering works covered under the scope of work of bidder shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The bidder shall arrange and carryout all such inspection, testing, trial run etc, and demonstrate in presence of the Engineer-in-charge of the Department.
13. The cost of such inspection, testing, trial run, demonstration etc, shall be borne by the bidder. All responsibility of such inspection, testing, trial run, demonstration etc, and any damage/loss that may cause directly or indirectly shall exclusively rest with the bidder.
14. Such inspection, testing, trial run, demonstration etc, shall, however, not relieve the bidder of their liability for replacing/ rectifying any defects, which may subsequently appear or be detected during erection and guarantee period.
15. All equipments, sub-assembly and components, auxiliaries and accessories shall be tested at manufacturer's work in accordance with relevant Indian Standards/ International Standards. The bidder shall furnish all test certificates etc, related to the quality of all the materials to the Department along with the delivery of the materials at site without which no payment shall be released. However, such test certificates, quality assurance certificate shall not relieve the bidder of it's Obligation to replace forth with any instrument/materials found defective during tests at works/ trial running period/ guarantee period.

**6.2.1. Warranty**

The Bidder shall give the warranty of two years of all equipment installed under this agreement.

**6.2.2 Alterations and Renovations**

The BIDDER will be allowed to carry out any alterations or renovations, for this the Bidder will need to take prior written approval from through a written approval from prior to commencement of any alteration work and if necessary reserve the right to ask for and review the renovation plan / drawing before providing consent.

**6.2.7 Force Majeure**

Shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure of delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

**6.2.8 Termination for default**

may, without prejudice to any other remedy for breach of contract, by written notice of default (Number of days of notice/ effective date of termination to be decided by), sent to the bidder, terminate this contract in whole or in part

- (a) if the Bidder fails to deliver any or all of the work within the time period(s) specified in the contract, or any extension thereof granted by:
- (b) if the Bidder fails to perform any other obligation(s) under the Contract, and
- (c) if the Bidder , in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as may authorize in writing) after receipt of the default notice from.

**6.2.9 Dispute Resolution**

Amicable resolution

- (a) Save where expressly stated otherwise in this REP, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non –completion of the Project between the Parties and so notified in writing by either Party to the other (the ‘Dispute’) in the first instance shall be attempted to be resolve amicably by and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (ii) below.
- (b) Either Party may require the Dispute to be referred to the Executive Officer, Phulbani Municipality, Phulbani for amicable settlement. Upon such reference, both the parties shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15(fifteen) days of such meeting, either party may refer the Dispute to arbitration.

**6.3 Arbitration**

**(i) Arbitrators**

Any dispute which is not resolved amicably shall bi finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a committee of three arbitrators. One arbitrator is to be chosen by each party and the third to be appointed

by the two arbitrators chosen by the parties. If either party fails to choose its arbitrator, the other party shall take steps in accordance with Arbitration Act.

**(ii) Place of Arbitration**

The place of arbitration shall be at Phulbani but by agreement of the parties, the arbitration hearings, if required, can be held elsewhere from time to time.

**(iii) Language**

The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and rulings shall be in English and, if oral hearings take place English shall be the language to be used in the hearings.

**(iv) Procedure**

The procedure to be followed within the arbitration, arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration Act.

**(v) Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the parties. The parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court tribunal. The parties hereto agree that the arbitral award may be enforced against the parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

**7. (A). Acceptance:**

On completion of work, the bidder shall clear all the left over surplus earth, bricks, boulders, debris, scrap, temporary structures etc, from the erection site and present the entire premises in a neat and tidy manner. On completion of finishing work, colour wash & painting work, the bidder shall provide name plates on the main units.

**(B) Final Acceptance:**

On completion of Twelve (12) months of satisfactory operation & Performance, the construction building shall be finally accepted by the Department.

8. All provisions of the technical scope of work & terms & conditions of the contract have been read by me /we and I/we certify that I/We clearly understand them & agree to abide by them.

**Witness**

**Bidder**