

CUTTACK MUNICIPAL CORPORATION

**CUTTACK
GOVERNMENT OF ODISHA**



EXPRESSION OF INTEREST (EoI) FOR EMPANELMENT

Empanelment of Agency/Service providers for Repair /Renovation and Maintenance works of different Building at different locations under the jurisdiction of Cuttack Municipal Corporation Cuttack.

TENDER SCHEDULE3

Availability of Tender documents	:12.04.2023 at 11:00 A.M.
Last date for submission of Tender	:27.04.2023 up to 5:00 P.M.
Opening of Technical Bid	:28.04.2023 at 11:00 A.M.

**Issued by:
Commissioner
Cuttack Municipal Corporation
Cuttack**



CUTTACK MUNICIPAL CORPORATION

NOTICE INVITING TENDER

Bid Reference No. MC(CMC)CTC_Div-II_No.02/2023-24

Bid Identification No. 2023_ORULB_87422

Tender Call Notice No.1728(PW) / Date.10.04.2023

	EXECUTIVE ENGINEER, CITY DIVISION-II, CMC on behalf Commissioner, Cuttack Municipal Corporation (CMC), Cuttack, Government of Odisha invites technical and financial proposals from reputed implementing Agency/ Firms of National and International repute for “Empanelment of Contractors/Service providers for Repair /Renovation and Maintenance works of different buildings at different locations under the jurisdiction of Cuttack Municipal Corporation Cuttack.” as detailed in the scope of work in this DTCN. The interested and eligible Agency/Firms with valid Registration Certificate as a Company, as detailed in DTCN, may apply for the same in OFF-LINE mode. (For details visit www.tenderorissa.gov.in / www.cmccuttack.gov.in).		
1	Nature of Works		Empanelment of Contractors/Service providers for Repair /Renovation and Maintenance works of different buildings at different locations under the jurisdiction of Cuttack Municipality Corporation Cuttack.
2	Tender (Bid) Cost		Rs.11,800/- (Bid cost-10,000/-+ GST 18% i.e., 1800/-)
3	EMD		Rs.1,00,000/-
4	Availability of bid document in the website		From 11.00 A.M. of 12.04.2023 to 27.04.2023 up to 5:00 P.M.
5	Last date of receipt of Bid		2023 up to 5:00 P.M.
6	Mode of Receipt of Bids		Through Speed Post/ Registered Post (India Post)/ and by no other means.
7	Last Date of Prebid Queries		20.04.2023 up to 5:00 P.M.
8	Date of opening of Technical Bid		28.04.2023 at 11:00 A.M.
10	Address for Business query and correspondence		Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001 Website- www.cmccuttack.gov.in E-mail Id- mccmc@nic.in
11.	The bidders have to participate in OFF-LINE bidding only. Further details can be seen from the Cuttack District website (www.tenderorissa.gov.in / www.cmccuttack.gov.in). Any addendum /corrigendum / cancellation of tender can also be seen in the said websites. If any query, then contact E-mail ID - mccmc@nic.in .		

Commissioner
Cuttack Municipal Corporation
Cuttack

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Disclaimer

The information contained in this Request for Empanelment document ("RFE") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of CMC or any of their employees or advisers, is provided to Applicants on the terms and conditions subject to which such information is provided.

This RFE is not an agreement and is neither an offer nor invitation by CMC to the prospective Applicants or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their applications pursuant to this RFE. This RFE includes statements, which reflect various assumptions and assessments arrived at by CMC in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFE may not be appropriate for all persons, and it is not possible for the CMC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads this RFE. The assumptions, assessments, statements and information contained in this RFE, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFE and obtain independent advice from appropriate sources.

Information provided in this to the applicants is on a wide range of matters, some of which depend upon interpretation of law. This information given is not an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statement of law. CMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

CMC and its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained therein or deemed from part of this RFE or arising in any way in this Selection Process.

CMC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFE.

CMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFE.

The issue of this RFE does not imply that CMC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, and CMC reserves the right to reject all or any of the proposals without assigning any reasons.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by CMC, or any other costs incurred in connection with or relating to its proposal. All such costs and expenses shall be borne by the Applicant and CMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the Selection Process.

Part-I:Instructions toApplicants

1 Invitation for Proposal

Cuttack Municipal Corporation (CMC) hereby invites licensed construction agencies (here by agencies) to provide Comprehensive Construction Services (Civil, MEP, Landscaping, Fire Fighting, HVAC). Bidder/Agencies are advised to study this document carefully before submitting their proposals in response to the RFE Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete RFE document has been published on www.tenderorissa.gov.in/www.cmccuttack.gov.in for the purpose of downloading. The downloaded RFE document shall be considered valid for participation in the evaluation process subject to the submission of required document fee. For any type of clarifications, Bidders/Agencies can contact through Email: mccmc@nic.in

- (i) Selection procedure shall be adopted as stipulated in this RFE.
- (ii) Bidder (authorized signatory) shall submit their proposal for eligibility and technical evaluation process.
- (iii) Bidders/Agencies are requested to submit the complete RFE response proposal, processing fee, well advance in time to avoid any other unforeseen problems.

Schedule of Bidding Process

#	Particulars	Details
1	Publication of RFE Notice	10.04.2023 at 11:00 A.M.
2	Uploading of RFE document in CMC website	12.04.2023 at 11:00 A.M.
3	Last date for pre-RFE queries Submission	20.04.2023 at 11:00 A.M.
4	Last date for proposal Submission	27.04.2023 at 05:00 P.M.
5	Place of submission of proposals:	Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001 Website- www.cmccuttack.gov.in E-mail Id- mccmc@nic.in
6	Date and time for opening of proposals	28.04.2023 at 11:00 A.M.

2 Introduction

To expedite the utilization of the presently identified sites, as well as sites to be identified in future, CMC intend to invite application toward empanelment of Construction Contractors/Construction Agencies/firms having in-depth experience in the field of Construction including Civil, MEP, Landscaping, Fire Fighting, HVAC etc. for implementation of Building Works & activities as per the defined scope of work and eligibility criteria provisioned in this RFE document. The object of this Empanelment is to have a ready list of suitable and competent construction agencies for CMC's work to minimize the requirement of verification of their credentials at the time of individual tender through Request for Proposal (RFP). This empanelment shall be used for strengthening Corporation's project execution capabilities across Odisha. This RFE proposals **(validity of RFE shall be for 90 days)** are invited for a period of 3 years* (it can be extended for additional two year after satisfactory completion of the 3rd year of business from the date of issue of the work order).

CMC shall have the right to utilize the empaneled agencies depending upon the workload, geographical needs and as per its sole discretion. The empanelment of construction agency / firms shall be initially valid for a period of **3 (Three) year**. However, CMC reserves the right to curtail or extend period at its sole discretion. The empanelment shall be open to review by CMC and liable to suspension, cancellation, or any other such action at any time, if considered necessary by CMC, after issue of show cause notice.

CMC shall act as a Project Management Consultancy (PMC) to the empaneled agencies, wherein all necessary pre-construction activities including documentations like feasibility studies, site layout & plans, etc. would be provided by CMC to the selected construction agency for the specific project.

For the purpose of scope of work for the empaneled agencies, the term "building works" means construction of a residential or non-residential structure, consisting of foundation, walls, floors, roofs, finishing, civil and electrical services, complete, executed under a single contract with E&M component. In addition, building work shall also include boundary wall, repair and maintenance, additions, alterations, renovations, up-gradations, electrical installations, electrical and mechanical services of buildings but excluding standalone works of supply of materials, housekeeping, sweeping, care taking, watch & ward, operation, and maintenance of electrical and mechanical services through original equipment manufacturers and any other works involving Labor component only.

2.1 Broad Scope of Work

Broad spectrum of activities of the Construction Executing Agency will include but not be limited to:

- i. All the duties, liabilities, functions, and obligations as laid down shall be performed with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the approval granted by CMC, the terms and conditions of the Agreement entered into between CMC and the selected construction agency within the given time frame & budget provisions.
- ii. To ensure proper quality control on site by the selected construction agency to maintain necessary site records and data in support of the same. Field and laboratory tests as and when required on materials of construction as well as partially or completely erected structures etc. shall be carried out and adequate records thereof maintained.
- iii. Completed day to day supervision of construction of the project ensuring quality management in

accordance with tender stipulations, specifications, drawing and site conditions shall be carried out. Quality management shall be exercised at all stages of construction, viz approval of materials based on results of tests on materials, usage of materials in proper proportions and workmanship and inspection of construction equipment at all stages of execution of individual items of work.

- iv. The present tender is for Engineering, Procurement and Construction (EPC) of interior works, Furniture work , Internal & External Electrification with 3-year AMC including wooden partitions, facades, cabinets., fixed cupboards, storages (normal storage & compactors etc.), flooring (wherever applicable), wall paneling, false ceiling, blinds, Centralized AC , Sound system ,white boards, tack boards, skylights, glazing work, aluminum work, fabrication work, signage, complete reception arrangements and the item components required for toilet & AAHAR buildings etc. for different building under CMC jurisdiction.
- v. Being an EPC tender, the bidder is advised to work out the detailing as per requirement given in tender documents and considering the same along with the relevant IS codes, NBC-2016, Latest OPWD specification and latest technology etc. Indicative Items of various works covered under scope of work in this tender are given below for reference purpose only. The bidders, before quoting the tender are deemed to have ascertained/verified/worked out all the items from site inspection for complete scope of work. No claim whatsoever on account of any discrepancies, changes in nomenclature, variation, addition, alteration, modification, left over items etc. shall be entertained by the CMC,Cuttack. The Agency is required to execute all the works/items and quantities as per Scope of work based on Site Execution, Drawings & whatever is essential for successful completion of the project and the bidder's quoted rates are deemed to include everything as mentioned and including testing, commissioning & handing over of the completed project, defect liability period and Operation and Maintenance period (if applicable). In case of contravention of stipulation of this clause from any other clause/provision elsewhere in the tender document, then this clause shall have superseding effect to the extent of contravention and decision of Authority shall be final & binding on the EPC Agency.
- vi. The Bidder has to take care (i.e., not to damage) the existing flora and fauna in the campus if any, during execution of the works.
- vii. The drawings/layout /working details etc. for the Interior works shall be prepared by the bidder through a reputed Interior Design Consultant, and approval shall be obtained from the CMC,Cuttack before execution.
- viii. Bidder has to arrange temporary electric connection either from state electricity board or through own DG set as applicable situation, for the execution of the Interior works. No extra claim for the same shall be entertained.
- ix. The Specification, drawings and documents attached in the tender are for adhering to minimum requirement of project reference which is indicative and not exhaustive. Bidder has to work out with reference to details provided in scope, and drawings in the tender document for quoting their rates. No claim whatsoever will be entertained at a later stage in this regard.
- x. Regular Monitoring of milestones target edvs. achieved activities.
- xi. Regular and timely flow of working drawing/instructions shall be ensured so as to complete the works without any delay on account of the same.

- xii. Cropping up of Extra items/substituted items and deviations should be avoided. As regards grant of time extension cases, prior approval of CMC should be obtained.
- xiii. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/areas operational, the same shall be coordinated by CMC's assistance, if need arises.
- xiv. Verification of completed works and recommendation for payment by CMC of these selected construction agency's periodic or stage wise bills for the work done and material/plant advance shall be carried out recording joint measurement of work and certificate of the bills that the work is in accordance with the design, quality etc. shall be issued while maintaining necessary site measurement records and other site records which shall be made available to CMC for verification/ authentication, if required by CMC.
- xv. Establish procedures to verify performance and report progress and problems on time to CMC, including quality control reports, quantity survey records, requests for variation or change order and claims & invoices.
- xvi. To review and certify work volume and ensure timely submission of interim payment invoices.
- xvii. Ensure project financial management procedures are in place and are strictly followed, specifically relating to payments, financial accounting, requests for time extension, and claims & invoices.
- xviii. Ensure that the Machinery used for construction will be of highest standard of reputed make and will adhere to standards and norms as applicable for Construction Equipment and Machinery. These standards itself take care of noise pollution control/ vibration control and air emission control.
- xix. The works will be distributed among the empanelled agencies depending the type of work. There is no certain commitment for award of work after empanelment.

2.2 Broad Milestones under Scope of Work

- i. The EPC Agency shall prepare of all designs/drawings, Design Basis Report (DBR) conforming to the relevant building bye laws/statutory provisions.
- ii. The Agency/Bidder shall give the presentation of Interior design/concepts to Commissioner, CMC for approval from competent authority.
- iii. Upon obtaining approval of the concept design the agency shall carry out structural design wherever applicable and obtain approval and based on the approved designs prepare the working/GFC Drawings for execution of work.
- iv. All the technical component drawings shall be vetted by the Design Consultant after acceptance from the CMC Cuttack.
- v. Project Management of the work including day to day supervision during execution.
- vi. The specialized works shall be done by reputed agencies that have experience of work with high standards and having statutory registrations.
- vii. The Bidder may recommend any innovative, sustainable, environmental friendly, easy for installation substitute item having minimum same standards as per relevant code mentioned in tender document.
- viii. The Agency shall complete the project as per the broad specifications which are given in the Preliminary Estimates.
- ix. The Successful Bidder shall hand over the completed work including the As Built Drawings in soft as well as hard copies, a detailed maintenance manual, warranties if any and all other relevant documents. The Agency/agency shall provide three sets of completion drawings as built to the concerned department at the time of handing over of completed works.
- x. Submission of Completion Certificate duly issued by the Project Engineer and the Architect that the work has been executed as per the approved architectural/ structural drawings and as per terms of the contract along with the final bill.

- xi. The Bidder shall indemnify and keep indemnified CMC Cuttack against all losses and claims for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of the construction against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- xii. On completion of the work, the Bidder shall clear away and remove from the site all constructional plants and machines surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works, to the satisfaction of Authority.
- xiii. Though mentioned above, the scope of the work is not limited strictly to the areas/units mentioned, but is required to be carried out at any other locations other than those mentioned above as directed by the CMC Cuttack.
- xiv. Supply of manpower with tools and tackles etc., along with supervision to carry out the miscellaneous jobs as directed by the CMC.
- xv. All the jobs given to the agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
- xvi. If the job is delayed beyond the given schedule, CMC shall be at its discretion to execute job through any other suitable agency at the risk and cost of the original agency.
- xvii. The equipment's will carry three years on site comprehensive warranty. Warranty period will start from the date of successful installation of all the items at site.

Note:

- a. The Successful Bidder shall handover all warranty & original certificates, servicing manuals, company routine maintenance etc. for future operation & maintenance well within time limit under the Agency's Scope of Work.
- b. The scope of above work shall be as per attached Annexure.
- c. The applicant shall submit an undertaking in the application form to hire or otherwise procure the required engineering establishment, tools, plants, and machinery, if not already available with him. In case the construction agency fails to deploy the requisite engineering establishment, tools, plants, and machinery, either owned or hired as per requirement of work, then the construction agency shall be liable for disciplinary action.
- d. If the applicant does not possess electrical license in his own name, he shall submit an undertaking in the application form to associate an agency having valid electrical license of appropriate voltage in its name issued by the State Government concerned under Section 45 of the Odisha Electricity Rules, 1956 as amended from time to time, for execution of work which requires such a license. Such associate agency shall keep valid electrical license throughout the period of execution of work by getting it renewed at suitable intervals. In the event of any default on the part of the contractor in this regard, his empanelment is liable to be cancelled.
- e. CMC reserves the right to do any modification, addition, alteration & variation in the scope of work/deliverables in the existing clauses as and when required with the consent of both the parties.

General Scope of Work

Trade		Itemsofwork
SECTIONA:(CIVILWORKS)		
I	GeneralCivil, Sanitary, Plumbing andCarpentry	
	1. Civil, Sanitary and Plumbing	a) General repair & renovation works, minor structural repairs, plastering, specialized waterproofing works, water tank cleaning, flooring / dadowork of b) Stoneworks such as Granite/Marble/Kadapa/Tile works c) External & Internal painting work using low VOC painting material d) Repair, maintenance and construction of plumbing, sanitary and sewerage system for buildings and other ancillary structures e) Repair, maintenance and construction of all types of internal roads & pathways
	2. Carpentry Works	a. Repair, painting, maintenance and construction of all types of wooden works including the fittings and fixtures attached to wooden works b. Ancillary civil related works connected with wooden, aluminum or steel works c. Supply and Repair of all types of wooden/steel dead stock articles/furniture such as chair, table, sofa set, cot etc. (Both Godrej and other than Godrej) d. All types of wooden works related to interior decoration e. All types of repairs & maintenance required for locks, mortise lock, night latch, steel cupboards and Aluminium door and window work, venetian blind setc. f. Mild steel or Aluminum or ACP works fabrication/Installation/Repair of partitions /doors /widows/grill setc. g. Display systems viz. Board/Name plates/metal letters/flex Banner printing, rubber stamps /Glow sign
IV	Pest Controls Works:	1. All types of eco friendly /herbal (not banned chemicals) pest & rodent control works, treatment for mosquito & snake nuisance, Gel treatment etc. 2. All types of anti-termite/bed bug treatment works.
	Interior Decoration Works	1. Interior decoration works of 1st class finish such as Italian marble works/artificial stonework setc.,

		2. Wooden/vinyl flooring works, carpet etc., 3. Aluminum/wooden partition walls, Veneer/laminate finishing works etc., 4. Gypsum/Wooden/Fiber/Glass/Metal /Armstrong false ceiling/partition works. 5. Aluminum/PVC/Wooden window works
	Specialized structural repair works	1. Extensive structural repairs/retrofitting of Office Premises/Staff Quarters/AAHAR/Toilets. 2. Micro-concrete/Polymer modified mortar/Injection grouting /fibrewrapping/jacketing of structural members etc.
SECTION: B (Electrical and Electro Mechanical Works)		
	<u>General Electrical Works</u>	1. Electrical Wiring work including additions/alteration to electrical installations including supply of electrical fixtures and fittings viz., LED, Lights, TV, Fridge, Cooler, Water Cooler, Air-Conditioners, Batteries, etc., of Office Premises and residential Quarters. 2. Supply, Installations, repairs and maintenance of electrical installations including panels, lighting, wiring, fittings, ceiling and exhaust fans, submersible pumps, mono block pumps, storage and instant water heaters and other internal and external electrical installations, etc. 3. DG set, pump and lift Operation
	Fire and Safety	Supply/Installation/Repair/servicing of Fire alarm and detection system, Fire fighting & Protection System equipments, fire extinguishers and Repairs and maintenance of the above systems, emergency/ rescue equipments like Fire/ Emergency Alarm System
	Security and Surveillance System	1. CCTV System 2. Door frame metal detectors system 3. Handheld metal detector System 4. Access Control System 5. Public address system Office attendance system
	Telecommunications, internet and data Networking Systems	Supply, installation & maintenance of related Electrical, Electronics, Tele-communication and Electro-mechanical equipments including EPABX system, Office equipments like xerox, fax, LCD/DLP projectors, Stabilisers, franking machine, weighing machine, Telephone instruments, data cabling work, LAN work etc.

	Gardeningandlandscapingwork	Design of gardening and landscapingwork, supply of plants, seasonal flowerplants,flowerdecoration,carpetgrass gardeningandlandscapingwork
	Cateringservice	Providing all types of canteen /catering service , supply of lunch /sweetpacket,fooditemsetc. Supply of crockery, cutlery, cookinginstruments/machines
	Maintenanceand operation ofroomair conditioners,splitAC,VRFAC	Checking and repairing of roomair conditioners,VRFACetc.includingsupply of related materials, ductingworketc.

Note:- Any other scope or the entire list will be updated in every three months.

2.3 Submission of Applications & EmpanelmentProcess

2.3.1 This RFE consists of following:

PartI: Instructions to Applicants (ITA)

PartII: Application and Proposal Forms (APF)

2.3.2 Applicants must carefully read the eligibility criteria (the “Eligibility”)provided in Para4of ITA and must meet these requirements to be eligible for applying for empanelment.

2.3.3 In case the Applicant considers that it possesses the requisite experience and the capabilities required for undertaking the assignments, it may submit an application in response to this invitation. The manner in which the Applications are required to be submitted, evaluated and accepted isexplainedinthevariousprovisionsofthisITA.AnApplicantcansubmitapplicationforempanelmentdep endinguponthefulfillmentoftheeligibility criteria.

2.3.4 Applicants are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application by visiting CMC office, sending written queries to CMC on the date and time specified in this ITA. Please note that no cost of any such visit is reimburse able by CMC.

2.3.5 The empanelment of the Agencies shall be done on the basis of eligibility criteria provided in the document and performance in the interview of the Applicant, if required. The decision of CMC in this regard is final.

2.3.6 After the empanelment and as per the requirement of CMC in future from time to time, all the empanelled agencies, as per the location of the site(s) and the activity/activities, will be asked to submit the financial proposals. The empanelled Agencies shall have to submit their future financial offers according to the scope mentioned in the RFP, as and when called for.

2.3.7 Certificate of Financial Turnover: At the time of submission of bid, bidder shall attach certificate from CA mentioning Financial Turn Over of last 3 years or for the period as specified in the bid document duly certified by the chartered accountant

2.3.8 All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any Newspaper. Therefore, prospective bidders must see the website regularly for any update

2.3.9 The CMC reserves the right to reject any prospective application without assigning any reason thereof.

2.3.10 If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works inCMC,Cuttack. The CMC, Cuttack reserves the

right to verify the particulars furnished by the applicant independently.

2.3.11 Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. Bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

2.3.12 The Applicant shall provide all the information sought under this RFE. CMC will evaluate only those Applications which are received in the requisite formats and complete in all respects. Applications shall be submitted with a letter of proposal in the format specified in Form-1. All forms should be submitted duly certified by the Authorized Signatory of the participating firm.

2.3.13 The Application will contain the following documents:

- i. The cost of tender documents is INR.10,000/- (Rupees Ten Thousand Only) + 18% GST, which is non-refundable and shall be paid through Demand Draft in favour of the Commissioner, Cuttack Municipal Corporation, Odisha, payable at Cuttack.
- ii. Annexure I: Covering Letter (On the Letterhead of the applicant)
- iii. Annexure II: Request for Clarification
- iv. Annexure III: Eligibility Checklist
- v. Annexure IV: Details of Bidder
- vi. Annexure V: Power of Attorney (on Stamp paper)
- vii. Annexure VI: Non-blacklisting declaration
- viii. Annexure VII: Self-declaration for Non-Performance

2.3.14 ENVELOPE of the Application should be marked as:-

RFENo.XXXDated10-04-2023

**“Empanelment of Construction Contractors/Construction Executing Agencies with CMC
for providing services for development of CMC Properties across Odisha”**

The above envelope should be addressed to:-

**The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan ,Choudhary Bazaar,
Cuttack-753001, Odisha**

2.3.15 The Applicant has to sign all the pages of the Application document and certificates etc.

2.3.16 The requisite Empanelment Fee shall be kept in Envelope-I. The other documents need to be placed in another bigger envelope marked as Envelope-II and then both the envelopes are to be kept in another envelope superscribed as mentioned in Para 2.2 above.

- 2.3.17 Applicants may download the RFE document from the websites of CMC. All notices related to the RFE document including clarifications / amendments / addendums to the RFE document shall be available on under "Bids & Tenders". The downloaded RFE document shall be considered valid for participation in the evaluation process subject to the submission of required document fee. For any type of clarifications, bidder can contact Email: mccmc@nic.in
- 2.3.18 All communications, including the envelopes, should contain the information as desired, to be marked at the top in bold letters as mentioned in clause 2.2.
- 2.3.19 A single stage RFE process for selection of the Bidders/ Agencies for final tendering process. The selection process involves eligibility criteria and credentials of interested Bidders/ Agencies. After scrutiny of the Request for Empanelment (RFE), CMC will come up with a detailed Empaneled Construction Agencies List.
- 2.3.20 The validity of RFE shall be for 90 days.
- 2.3.21 In case of any clarification/queries, the person to be contacted is as under:
- The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan, Choudhary Bazaar,
Cuttack-753001, Odisha**
- 2.3.22 Applications received after the deadline of submissions shall be returned unopened. Late/Delayed applications will not be considered.

3 Instructions to Bidders/Agencies

3.1 General Terms:

- 3.1.1 An agency is eligible to submit only one proposal/response for the RFE as per the formats given in Part-II.
- 3.1.2 RFE documents are being provided only as preliminary reference document by way of assistance to the Bidders/Agencies who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the RFE documents shall be binding on CMC nor confer any right on the agency and CMC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFE documents.
- 3.1.3 The Bidders/Agencies should submit a Power of Attorney as per the format at **Form-3: Power of Attorney for signing of proposal, authorizing the signatory of the response.**
- 3.1.4 The Agency shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour Act (R&A) 1970, and rules framed thereunder and other labour laws/local laws affecting contract labour that may be brought into force from time to time.
- 3.1.5 No idle charges or compensation shall be paid for idling of the Contractor's labour, staff or Plant & Machinery etc. on any ground or due to any reason whatsoever. CMC will not entertain any claim in this respect.
- 3.1.6 Wherever any reference is made to any IS in any particular specifications, Drawings or Bill of Quantities, it means the Indian Standards editions with the amendments current at the last date of receipt of Tender Documents
- 3.1.7 The execution of the work may entail working in the monsoon also. The Agency must maintain labour force as may be required for the job and plan and execute the construction

and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The Contractor's rate shall be considered inclusive of cost of dewatering required, if any and no extra rate shall be payable on this account.

3.1.8 NO COMPENSATION FOR FORECLOSURE/CANCELLATION/ REDUCTION OF WORKS

If at any time after the commencement of the work CMC shall for any reason whatsoever is required to abandon the work or does not require the whole work thereof as specified in the Tender to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out or on foreclosure, neither shall he have any claim for compensation by reason of any alterations having been made in the original Specifications, Drawings, Designs and Instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the Agency shall be paid the charges on the cartage only of materials actually and bonafide brought to the Site of the work by the Agency and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor, provided however, that the Engineer-In-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued by CMC and returned by the Agency to CMC.

- 3.1.9 The Agency shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of CMC and such consent if given shall not relieve the Agency from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub-Contractor, his agents, servants or workmen as full as if they were the acts, defaults or neglects of the Contractor, his agent, servants or workmen provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause.

3.1.10 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION

No unauthorized buildings, structures should be put up by the Agency anywhere on the project Site, neither any building built by him shall be unauthorizedly occupied by him or his staff.

3.1.11 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other Agencies operating at

the Site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute the decision of CMC shall be final and binding on the Contractor. No claim whatsoever shall be admissible on this account.

3.1.12 ALTERATION IN SPECIFICATION, DESIGN & DRAWING

The Engineer-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the Agency shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Agency may be directed to do in the manner above specified as part of the work shall be carried out by the Agency on the same conditions in all respects on which he agreed to do the main work.

3.1.13 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Engineer-In-Charge or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Agency shall on demand in writing which shall be made within six months of the completion of the work from the ENGINEER-IN-CHARGE specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-In-Charge in his demand aforesaid, then the Agency shall be liable to pay compensation at the rate of one percent of the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the Engineer-In-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the Contractor.

COMPENSATION FOR DELAY AND REMEDIES

If the Agency fails to maintain the required progress in terms and Conditions of Contract, to complete the work and clear the Site on or before the completion date or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to CMC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer in charge (whose decision in writing shall be final and binding) may decide on the amount of Work Order value of the work for every completed day / week (as applicable) that the progress remains below that specified or the relevant clause in Conditions of Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

For works with completion period not exceeding 3 month (as originally stipulated) @ 1% per day

For works with completion period exceeding 3 months (as originally stipulated) @ 1% per week or part thereof

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Work Order Value of work or of the Work Order Value of the item or group of items of work for which a separate period of completion is originally given

The amount of compensation may be adjusted or set-off against any sum payable to the Agency under this or any other contract with CMC even after completion of the work.

CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART

Subject to other provisions contained in this clause, the Engineer-In-Charge may, without prejudice to his any other rights or remedy against the Contract in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in full or in part in any of the following cases:

- a) If the Agency having been given by the Engineer-In-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven

days thereafter; or

- b) If the Agency has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the ENGINEER-IN-CHARGE (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-In-Charge; or
- c) If the Agency 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 date(s) of completion and does not complete them within the period specified in a notice given in writing in that respect by the Engineer-In-Charge; or
- d) If the Agency persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that respect by the Engineer-In-Charge; or
- e) If the Agency shall offer or give or agree to give to any person in CMC to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other contract for CMC; or
- f) If the Agency shall enter into a contract with CMC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-In-Charge; or
- g) If the Agency shall obtain a contract with CMC as a result of wrong tendering or other non-bona-fide methods of competitive tendering; or
- h) If the Agency being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being

in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- i) If the Agency being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- j) If the Agency shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- k) If the Agency assigns, transfers, sublets (engagement of labour on a piece-work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the Engineer In-Charge.
- l) When the Agency has made himself liable for action under any of the clauses aforesaid, the Engineer-In-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to CMC, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.
- m) The Engineer-In-Charge shall on such cancellation by CMC have powers to take possession of Site and any materials, Construction Plant & machinery, implements, stores, etc. thereon; and/ or carry out the incomplete work by any means at the risk and cost of the Contractor; and/ or
- n) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Agency under the hand of the Engineer-In-Charge shall be conclusive evidence). Upon such determination or rescission the full Retention Money recovered by CMC under the contract and Security Deposit cum Performance Guarantee shall be liable to be forfeited and un-used materials, construction plant & machinery, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of CMC. If any portion of the Retention Money has not been received or recovered by CMC from RA Bills, it would be called for and forfeited; and/ or
- o) To employ labour and to supply materials, equipment to carry out the work or any part of the work debiting the Agency with the cost of the labour and the price of the materials, equipment rentals (of the amount of which cost and price certified by the Engineer-In-Charge shall be final and conclusive) against the Agency and crediting him with the value of the work done in all respects in the same manner and at the

same rates as if it had been carried out by the Agency under the terms of his contract. The certificate of the Engineer-In-Charge as to the value of the work done shall be final and conclusive against the Agency provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the CMC are less than the amount payable to the Agency at his agreement rates, the difference shall not be paid to the Contractor; and/ or

- p) After giving notice to the Agency to measure up the work of the Agency and to take such whole, or the balance or part thereof as shall be unexecuted or delayed with reference to the General Conditions of Contract and/ or relevant clause of Additional Conditions of Contract, out of his hands and to give it to another Agency to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Agency if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-In-Charge shall be final and conclusive) shall be borne and paid by the original Agency and may be deducted from any money due to him by CMC under his contract or on any other account whatsoever or from his Retention Money, Security Deposit cum Performance Guarantee or the proceeds of sales of unused materials, construction plants & machinery, implements temporary buildings etc. thereof or a sufficient part thereof as the case may be. If the expenses incurred by CMC are less than the amount payable to the Agency at his agreement rates, the difference shall not be paid to the Contractor; and/ or
- q) By a notice in writing to withdraw from the Agency any items or items of work as the Engineer-In-Charge may determine in his absolute discretion and get the same executed at the risk and cost of the Contractor

3.2 Acknowledgement by Agency:

It shall be deemed that by submitting the RF E response/proposal, the agency has:

- 3.2.1 Made a complete and careful examination of the RF E Documents.
- 3.2.2 Received all relevant information requested from CMC.
- 3.2.3 Accepted the risk of inadequacy, error or mistake in the information provided in the RF E Documents or furnished by or on behalf of CMC relating to any of the matters referred to in above.
- 3.2.4 Satisfied itself about all matters, things and information including matters referred to in this clause herein above necessary and required for submitting an informed proposal, execution of the Project in accordance with the RF E Documents and performance of all of its obligations thereunder.
- 3.2.5 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the proposal or ignorance of any of the Bidder referred to in this clause herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profit etc. from CMC, or a ground for termination of the proposal by the Agency.
- 3.2.6 Acknowledged that it does not have a Conflict of Interest; and

- 3.2.7 Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.2.8 Made a complete and careful examination of the Documents.
- 3.2.9 Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of CMC relating to any of the matters referred to in above.
- 3.2.10 Satisfied itself about all matters, things and information including matters referred to in this clause herein above necessary and required for submitting an informed Proposal, execution of the service in accordance with the Bidding Documents and performance of all of its obligations thereunder.
- 3.2.11 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the Bidders/Agencies referred to in this clause herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from CMC, or a ground for termination of the Contract Agreement by the Agency.
- 3.2.12 Acknowledged that it does not have a Conflict of Interest; and
- 3.2.13 Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.3 Cost of Bidding:

- 3.3.1 Bidders/Agencies are invited to examine all information relevant to the contract in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the contract.
- 3.3.2 The Bidders/Agencies shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. CMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.4 Verification and Disqualification:

- 3.4.1 CMC shall not be liable for any omission, mistake or error in proposals submitted by the Bidders/Agencies. CMC reserves the right to verify all statements, information and documents submitted by the Bidders/Agencies in response to the RFE or the Bidding Documents and the Bidders/Agencies shall, when so required by CMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, CMC shall not relieve the Bidders/Agencies of its obligations or liabilities hereunder nor will it affect any rights of CMC there under. CMC reserves the rights to decide to ask any clarification and decide to consider the same.
- 3.4.2 CMC reserves the right to reject any proposal if:
 - 3.4.2.1 At any time, a material misrepresentation is made or uncovered, or
 - 3.4.2.2 The Bidders/Agencies does not provide, within the time specified by CMC, the supplemental information sought by CMC for evaluation of the RFE.

3.5 Selection of Agency /Award of Work.

- i. Technical documents shall be checked by the tender evaluation committee.
- ii. Presentation of the technically qualified bidders shall be done in front of the tender evaluation committee.
- iii. Technically qualified bidder shall be empaneled for various maintenance & repair works. (as when required)
- iv. Distribution of work shall be done on the basis of performance & experience basis among the

empaneled agencies.

3.6 Special Conditions of Contract:

- i. For customized furniture, list of approved brand is attached along with the document, Annexure 'E'. Agency shall use the material in accordance with the approved material & approved mention brand authorization from the manufactures.
- ii. Defect liability period shall be three years from the date of handing over/Completion of the work. Any damage/defect found during this period should be rectified /replaced within 24 hrs of its intimation in writing to the firm/company. In General Company/ Firm would maintain a stock of spare parts of all furniture supplied and deploy a staff for maintenance as and when required. In case of failure of rectification/replacement the Engineer-in-charge will rectify/replace the furniture and the cost so incurred will be recovered from the Performance Security Deposit of the firm/ company.
- iii. All materials should conform to relevant standards and codes of BIS.
- iv. Materials with I.S.I. mark shall be used duly approved by the Engineer in charge
- v. The Agency will have to produce original certificate (Warranty/ Guaranty) from the manufacturer and submit it to the Department.
- vi. The Electrical work shall be executed only through A Class Electrical Contractors Govt. of Odisha.
- vii. The bidder shall have to arrange Plant /Factories/ Site visit of the authorized technical committee members on their own cost to evaluate their Quality of work production/manufacturing capabilities as a precondition for eligibility
- viii. Any item of same specification if available in MKT, then rates will be compared and whichever is less has to be accepted by the tenders
- ix. Agency shall arrange the visits of the employer or his authorized representative to the plant during progress of work for regular quality check at his cost.
- x. Random testing of materials at the site of work shall be the responsibility of the contractor. The employer has the right to reject any or all the furniture if not found as per specifications as per provisions of contract agreement.
- xi. Debris removal is responsibility of the Agency from site of work.
- xii. All the labourers /workers shall follow mandatory safety rules and required Equipment sets shall be provided by the Agency at his cost.
- xiii. Water and electricity shall be arranged by the Agency himself at his cost.
- xiv. Action where there is no specification, the decision of the Client shall be final where there is no specification specified for any item/ work
- xv. Samplings of material/item shall be approved from the engineer in charge for interior furnishing, furniture supply & electrical works, before providing & supplying the same at site
- xvi. No escalation shall be allowed on the rates of this contract.

3.7 Proprietary data:

3.7.1 All documents and other information supplied by CMC or submitted by Bidders/Agencies to CMC shall remain or become the property of CMC. Bidders/Agencies are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. CMC shall not return any proposal, or any information provided therewith.

3.8 Language, Format and Signing of Proposal:

- 3.8.1 The proposal, as well as all correspondence and documents relating to the RFE, exchanged between CMC and the Bidders/Agencies shall be written in English Language. Any printed literature furnished by the Bidders/Agencies written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidders/Agencies, in which case, for purposes of interpretation of the RFE, the translation shall govern.
- 3.8.2 The Bidders shall provide all the information sought under this RFE. CMC will evaluate only those responses that are received in the required formats and complete in all respect. The eligibility and technical criteria documents shall be submitted as per the checklist provided in Annexure.
- 3.8.3 Bidders/Agencies shall furnish the required information in their Proposal in the enclosed format only as per the Annexure to the RFE. Any deviations with respect to this may make their Proposal liable for rejection.
- 3.8.4 The Bidders/Agencies shall submit eligibility and technical criteria documents in accordance with this RFE. The Bidders/Agencies shall submit the proposal by Speed Post/Courier service or submit by hand with **The Commissioner, Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001, Odisha.**
- 3.8.5 If the envelope is not sealed and marked as instructed above, CMC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal and consequent losses, if any, suffered by the Bidders/Agencies.
- 3.8.6 Proposals submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 3.8.7 Proposals should be submitted before 5:00 PM on the Due Date as specified in the RFE. The **Envelope** containing processing fee as per RFE along with Eligibility documents, signed copy of the RFE, technical criteria documents shall be submitted at the address provided in the manner and form as detailed in this RFE within the due date and time as specified in the RFE.
- 3.8.8 CMC may, in its sole discretion, extend the RFE due date by issuing an Addendum.
- 3.8.9 Proposals received after the specified time shall not be eligible for consideration and shall be summarily rejected.
- 3.8.10 **Financial Information:** The bidder shall furnish the Annual Financial Statements for the last three years ending 31st March 2022 in "Form A" and Solvency Certificate in "Form B".
- 3.8.11 **Disclosure of Experience:** The bidder shall furnish the List of experience of works successfully completed during the preceding five years (ending previous day of the last day of submission of tenders) in 'Form C'.

- 3.8.12 **Organization Information:** The bidder shall be required to submit the information in respect of its organization in Form D.
- 3.8.13 **Letter of Transmittal:** The bidder shall submit the Letter of Transmittal in the format as prescribed in this document

3.9 Workmen Compensation Policy :

- i. The agency shall at all times indemnify the CMC against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or around the work or bidder or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
- ii. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Successful Bidder shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Construction / Maintenance Contract and CMC will not in any way be liable or responsible for any default / irregularities / penalties on the Agency's part.
- iii. The Successful Bidder shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, EPF and NP Act, 1952 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. CMC shall not be held responsible for any penalty or failure of any Labour Regulations. CMC shall have the power to inspect the Wage Register, PF Register and for physical verification of salary paid to the staff and PF deduction with reference to any records of the Agency and to insist the Agency to comply with Laws.
- iv. In case of any discrepancy in deduction of PF by the Agency, CMC is compelled to deduct the amount and pay to PF authorities towards contract employees' a/c on behalf of the Agency.
- v. The Successful Bidder shall be responsible to fulfil all the obligations in connection with the workers employed by the Agency for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex- gratia, gratuity, ESI, Provident Fund, Workmen Compensation, if any, etc. in connection therewith shall be on the Agency's account and payable by the Agency.
- vi. The Successful Bidder should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
- vii. The Successful Bidder or his authorized representative should visit the site frequently as required by CMC and meet them with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
- viii. The Successful Bidder shall be fully responsible and shall compensate CMC with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Agency or his agents and / or his employees or workmen. The decision of CMC in this regard shall be final and binding. The Bidder shall indemnify the CMC against any losses as per format given at Annexure .
- ix. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Agency resulting in any loss to department in kind or cash will be viewed seriously and CMC will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
- x. In case of any default or failure on Successful Bidder's part to comply with all/any one of the Terms / Conditions, CMC reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Successful Bidder and / or by taking recourse to appropriate recovery proceedings.
- xi. The work should be carried out with least inconvenience to the residents. The workmen employed by the Agency should abide by the Rules and Regulations maintained in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.
- xii. The Contract can be terminated by CMC on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the Agency.
- xiii. On site storage space will be provided to the Successful Bidder subject to availability.

- xiv. However, the Agency may erect temporary sheds for storage purposes at his cost with the permission. CMC will not be responsible for Agency's materials loss / theft . The Agency may be required to vacate the storage space and sheds as per exigency without any extra cost to CMC. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Agency
- xv. The Successful Bidder shall provide everything necessary for the proper execution of the works. CMC will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by CMC. The Agency shall supply, fix and maintain all the scaffoldings, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
- xvi. The Successful Bidder tractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it.
- xvii. The tenderer shall Warranty for the furniture, shall be for 3 years from the date of completion of work. Any defect which may appear within Period of 3 years after the completion of work should be rectified by the bidder at his cost and only thereafter the Security Deposit will be refunded to the bidder.

xviii. RETENTION MONEY DEPOSIT (RMD)/ SECURITY DEPOSIT (SD):

- Five percent (5 %) of the gross value of the work done and claimed in the Bills shall be deducted towards Retention Money Deposit. This amount shall not bear any interest. The EMD already with CMC shall be refunded within 3 months after settling the Final Bill. The Security Deposit will not bear any interest and will be refunded in after 3 years provided the bidder has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of CMC.
- Any defects or shortcomings found during execution of work and during the three-year period from the completion of the entire work shall be attended/rectified by the tenderer immediately without any extra cost to the CMC. In case of failure to do so within 10 days from such notice, the CMC may get such rectification works carried out through any other firm and expenditure incurred by the CMC shall be recovered from any money due to the Agency at the cost and risk of the Agency.

3.10 Validity of Proposal:

- 3.10.1 Proposal shall remain valid for a period of 90 (Ninety) days from the date of opening of RFE response proposal.
- 3.10.2 In exceptional circumstances, prior to expiry of the original validity period, CMC may request the Bidders/Agencies to extend the period of validity for a specified additional period. The request and the response thereto shall be made in writing.

3.11 Correspondence with Bidders/Agencies:

- 3.11.1 CMC shall not entertain any correspondence with any Bidders/Agencies in relation to acceptance or rejection of any proposal.

4 Evaluation of RFEs

4.1 RFE Evaluation Committee

- 4.1.1 CMC shall constitute an Evaluation Committee to evaluate the responses of the Bidders/Agencies.
- 4.1.2 The RFE Evaluation Committee shall evaluate the responses and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.
- 4.1.3 The decision of the RFE Evaluation Committee in the evaluation of responses to the RFE shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 4.1.4 The RFE Evaluation Committee may ask for meetings with the Bidders/ Agencies to seek clarifications on their proposals. The Bidders/Agencies shall submit requisite supporting documents/cert

ificateson the credentials. The committee may visit Bidders/ Agencies' client site to validate the credentials/citationsclaimedby theBidders/Agencies.

- 4.1.5 EachoftheresponsesshallbeevaluatedasperthecriterionsandrequirementspecifiedinthisRFE.
- 4.1.6 TheRFEEvaluationCommitteewouldsubmititsdecisiontoCMCwhosedecisionwouldbefinalandbindin gupontheBidders/Agencies.
- 4.1.7 TheRFEEvaluationCommitteereservestherighttoacceptorrejectanyorallbidswithoutgivinganyreasonsth ereof.
- 4.1.8 TheRFEEvaluationCommitteereservestherighttorejectanyorallproposalsentailthebasisofanydeviations.

4.2 OverallEvaluationProcess

- 4.2.1 The evaluation of the Bids shall be done as per the RFE, where the Bidders/ Agencies shall be firstevaluatedagainstthe eligibilityCriteria mentionedinClause4.3.
- 4.2.2 Only those Bidders/ Agencies who meet the eligibility criteria shall be considered for furtherassessmentofthetechnicalcriteria.
- 4.2.3 TofacilitatetheevaluationoftheProposal,CMCmayatitssolediscretion,seekclarificationsfromany Bidders/ Agencies regarding its Proposal. Such clarifications shall be provided by the Bidders/AgencieswithinthetimespecifiedbyCMCforthispurposeandallclarificationsshallbeinwriting.
- 4.2.4 If any Bidders/ Agencies do not provide clarifications sought as above, within the prescribed time, itsProposal shall be liable to be rejected. In case the Proposal is not rejected, CMC may proceed toevaluate the Proposal by construing the requiring clarification to the best of its understanding andtheBidders/AgenciesshallbebarredfromsubsequentlyquestioningsuchinterpretationbyCMC.
- 4.2.5 CMC reserves the right not to proceed with the Bidding Process at any time without notice orliabilityandto rejectanyProposalwithoutassigninganyreasons.

4.3 EligibilityCriteria

- 4.3.1.1 Should have satisfactorily completed the works as mentioned below during the last Five years ending previous day of last date of submission of bids:

Completed Three similar works each costing not less than Rs. 3.00 Crores

OR

Completed Two similar works each costing not less than Rs. 5.00 Crores

OR

Completed One similar work costing not less than Rs. 7.50 Crores

- 4.3.1.2 For this purpose, cost of work shall mean gross value of the completed work. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- 4.3.1.3 **For the purpose of this clause, "similar work" shall mean "Interior works for Buildings like Offices/ Libraries/ IT Parks / Research and Development center's / Universities / Colleges within a single campus in last Five years in India" and any such maintenance work.**
- 4.3.1.4 The bidder shall produce the work orders / completion certificates of Interior work only. . Composite work order shall not be considered.
- 4.3.1.5 The bidder should have had an average annual financial turnover of Rs. 8.00 Crores in during the immediate last three consecutive financial years ending 31st March 2022, duly certified by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 4.3.1.6 The bidder must furnish a solvency certificate (as per proforma under Form B) of value not less than Rs. 5.00 Crores certified by his bankers, such certificate shall not be of a date, which is more than six months prior to the date of submission of tender.

- 4.3.1.7 The Bidder should have incurred any loss in more than two year during the immediate las three consecutive financial year, ending 31.03.2022. copy of balance sheet/ certificate duly certified by the Chartered Accountants for last three years ending with 31.03.2022 to be submitted.
- 4.3.1.8 The bidder shall have sufficient number of technical and administrative employees for proper execution of the Contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.
- 4.3.1.9 Intending bidders are advised to ensure that they meet the minimum eligibility criteria as per the detailed terms and evaluation parameters enumerated in this document before they submit their tender documents
- 4.3.1.10 The bidder will take all necessary guards and precautions during the course of execution to ensure safety and stability of the adjoining building structures. All legal consequences of any danger/threat to the safety and stability of adjoining structures rest with the Agency and department stands absolved from all legal liabilities and consequences thereof if any, initiated by the owner/Agency of these building structures.
- 4.3.1.11 The bidder shall not be allowed to make the presentation if the bidder fails to qualify the eligibility criteria.
- 4.3.1.12 Thus, the score achieved by the respective technically qualified bidder, after evaluation of the technical bids based on the criteria stipulate.

Technical Bid

SI No	Attributes	Marks	Scoring Details
1	Financial Strength	20 Marks	
	(a) Average annual turnover	(10 marks)	- Rs. 8.00 Cr. to Rs.9.99Cr. -6 marks - Rs. 10.00 Cr. & above. -10 marks
	(b) Solvency Certificate	(10 Marks)	Rs. 5.00 Cr: 100% marks for minimum eligibility criteria (10 Marks)
2	No. project experience (Rs. 5.00 cr&above)	30 Marks	Number of project having work order value of Rs 5.0 cr. or more - One project – 10 marks - Two project – 20 marks - Three project – 30 mark

Note: Minimum qualify mark for qualification of technical bid is 60 marks. Those bidders who have scored less than 30 marks, summarily rejected

- Before opening and assessment of the technical proposals, Bidders/Agencies eligibility would be evaluated to assess their compliance to the following criteria. Bidders/Agencies failing to meet these criteria or not submitting requisite proof for supporting eligibility criteria are liable to be rejected at the preliminary level. The Bidders/Agencies shall fulfill all the following eligibility criteria independently, as on date of submission of proposal.

No.	Type	Pre-QualificationCriteria	Documents to besubmitted
PQ1	Networth	The Bidders/Agencies should havepositive net worth for last three (3)financialyears(FY).	Certificate from theStatutoryAuditorclearlystating Positive Networth.
PQ2	LegalEntity	TheBidders/Agenciesshouldbea i. Soleproprietorship ii. Partnershipfirm iii. Limitedliabilitypartnership iv. Privatelimitedcompany	Copy of Certificate ofIncorporation/Registrati on/Partnershipdeedsign ed by AuthorizedSignatoryof Publiclimitedcompany
PQ3	Blacklisting	TheBidders/Agenciesshouldnotbedebarr ed/blacklistedbyanyStateGovernment/ Central Government/ PSUOrganization in India for Unsatisfactoryperformance,corruptorfra udulentpractices or any other unethical conducteitherindefinitelyorforaperiodas on dateofsubmissionproposal.	CopyofPAN/TIN/TAN
PQ4	WorkExperience	TheBidders/Agenciesshouldhavesuccessf ullycompletedconstructionworks for any Central/ State/ PSU/ ULBs/Large Private Sectors in last 5 Years fromthedataofsubmissionofproposal.	CopyofGSTRegistration
PQ5	Relevant Public UtilityInfrastructure (Busterminal, Hospital,School/ College, RailwayStation, IndoorStadiums, Offices etc.)WorkExperience	TheBidders/Agenciesshouldhavesuccessf ullycompletedPublicUtilityInfrastructure projectforanyCentral/State/PSU/ Govt.bodies/PrivateSectorsin last 5 Years from the date of submissionofproposal.	WorkOrder/ContractDoc uments/ Client Certificate and CompletionCertificate/Le tter/ClientLetter
PQ6	Non- PerformanceDeclaration	A Bidders/ Agencies should, in the last 5(five) years, have neither failed to performonanycontract,asevidencedbyim position of a penalty by an arbitral orjudicialauthorityorajudicialpronounce mentorarbitrationawardagainst the Bidders/Agencies, as the casemay be, nor has been expelled from anyproject or contract by any public entitynorhavehadanycontractterminateda ny	A self-certified lettersignedbytheAuthor izedSignatory of theBidders/Agencies in theCompanyLetterhead.

4.4 Contacts during RFE Evaluation:

Proposals shall be deemed to be under consideration immediately after they are opened and until such time as CMC makes official intimation of award/rejection to the Bidders/Agencies. While the Bids are under consideration, Bidders/Agencies and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMC and/ or their employees/representatives on matters related to the Bids under consideration.

4.5 Empanelment process

Based on the assessment of the Applicant, the list of empaneled construction agencies will be prepared, and the Applicants will be informed by CMC.

- i. Applicant will be asked to submit its acceptance of empanelment within 15 (fifteen) days.
- ii. If the empaneled agencies fail to comply with the stipulation timeline unless any period is relaxed by CMC for compelling and genuine reasons; the decision of CMC in such case would be absolute & final.

4.6 Limitation of Liability

Notwithstanding anything contained in the Contract, it is agreed that CMC shall not be liable to the Applicant, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee payable for the services provided under the Contract.

4.7 Future Assignments

- i. In future from time to time as per the requirement, CMC shall invite the Request for Proposal (the "RFP") for repair & maintenance of CMC properties from the empaneled construction agencies as & when necessity arises, the work shall be distributed basing upon the type of work, experience & performance on previous allotted work.
- ii. Within 7 (Seven) days (or as the time limit given in RFP) of such request by CMC, the empaneled agencies(s) shall be required to submit their financial proposal of the RFP along with requisite bid security.
- iii. The **Lowest bidder (L1)** against the future RFPs and upon successful completion of negotiations, if required, shall be considered for issue of Letter of Award (LOA). The selected construction agency shall be required to send its acceptance of LOA within 03 (Three) days of issue of LOA.
- iv. The selected agency shall be required to sign a Contract Agreement within 7 days of acceptance of issued LOA or within the time as extended by CMC due to administrative reasons and commence the work within 10 (Ten) days of signing of Contract Agreement.
- v. If the agency fails to comply with any of the conditions unless any period is relaxed by CMC for compelling and genuine reasons, the decision of CMC in such case would be absolute & final. However, the Applicant may be continued to be kept in the list of empaneled agencies for other future assignment(s).

4.8 Pre-Bid Queries

Pre-Bid Queries Information

- The Client shall invite queries from applicant Agencies as per the details mentioned in the Fact Sheet of this document.
- The Applicants must ensure that their queries should reach CMC, Sundargarh, on or before last date mentioned in Fact Sheet of this document only through the e-mail of the Client i.e mc
- The queries should necessarily be submitted in the following format:

Section/Page No.	Content of RFP requiring clarification	Change/clarification requested	Remarks

- Client shall not be responsible for ensuring that the Applicant's queries have been received by them.
- Any requests for clarifications post the indicated date and time may not be entertained by the Client.
- The purpose of query clarification is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
- However, the Client reserves the right to hold or re-schedule the process

Responses to Queries and Issue of Corrigendum:

- I. The Authorized Representative of the Client will Endeavor to provide timely response to the queries. However, no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the Applicants.
- II. At any time prior to the last date for receipt of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.
- III. The Corrigendum (if any) and clarifications to the queries from all Applicants will be uploaded on the website <http://sundergarh.nic.in>. Any such corrigendum shall be deemed to be incorporated into this RFP.

- IV. In order to provide prospective Applicants reasonable time for taking the corrigendum into account, the Client may discretionally extend the last date for the receipt of Proposals.

4.9 Schedule of Payment

Under the terms & conditions of the Contract Agreement, payments to the selected construction agency will be made in accordance with the laid down schedule in the Terms of Reference in RFP for future assignments.

4.10 Other Conditions

In case of any re-tendering, extension of tenders submission dates, delay in inviting tenders etc. due to administrative/legal reasons, CMC reserves the right to either discontinue the services of the empaneled agencies(s) without any claims whatsoever or to direct the existing empaneled agencies(s) to continue their service till successful completion of the activities in such extended/re-tendered process. CMC's decision in this regard shall be final and binding on the empaneled agencies.

If an empaneled agency failed to submit three consecutive financial proposals for future RFPs, for reasons other than the Conflict-of-Interest issues, then CMC reserves the right to take action to remove the name of the agency from the list of empaneled agencies. CMC's decision in this regard shall be final and binding on the empaneled agencies.

4.11 Disqualification

The Applicants may not expect that they are liable to be disqualified and not considered if.

- a. Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false, and misleading;
- b. The bidder is found ineligible
- c. If Applicants have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Request for Empanelment.
- d. The bidder does not deposit original EMD
- e. The bidder does not Submit all the documents (including GST Registration) as stipulated in the bid document
- f. If any discrepancy is noticed between the documents as submitted
- g. The bidder whose bid is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the agreement amount within the period specified in Schedule F in the form of Demand Draft of any scheduled bank/Term Deposit Receipts or in accordance with the prescribed form. In case the Agency fails to deposit the said performance guarantee within the period as indicated in tender, including the extended period if any, the Agency will be debarred from tendering in CMC, Cuttack as per the undertaking submitted by the bidder.
- h. The bidder will also be required to furnish copy of labour licenses, registration with EPFO, ESIC.
- i. The intending bidder must read the terms and conditions of the RFP carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- j. If the Applicants attempt to influence any member of the committee. CMC reserves its right to take appropriate action including disqualification of Applicant as may be deemed fit and proper by CMC at any time without giving any notice to the Applicant in this regard.

The decision of CMC in the matter of disqualifications shall be final and binding on the Applicant.

4.12 Final Decision-Making Authority

CMC reserves the right to extend the date of submission of the Request for empanelment or cancel the Request for empanelment or accept any Request for proposal or reject any or all Applicants or annul this Request for empanelment process without assigning any reason and without incurring any liability whatsoever or to re-invite Request for empanelment at its sole discretion.

4.13 Arbitration

Except where otherwise provided for in this RFE, all questions, interpretation and disputes arising out of this RFE shall be referred to the sole arbitrator to be mutually appointed by both the parties under the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be in Odisha and the Arbitration Proceeding shall be conducted in English language. The award of the arbitrator shall be final, conclusive, and binding on all parties.

4.14 Jurisdiction

Disputes of any nature howsoever that may arise in connection with this RFE shall be subjected to the jurisdiction of courts situated in Odisha only.

4.15 Governing Law

This RFE shall be governed by the laws of Odisha.

ANNEXURES

Annexure I: Covering Letter (On the Letterhead of the applicant)

Date:

To,

The Commissioner

Cuttack Municipal Corporation.

Cuttack

Sub: Empanelment of Contractors/Service providers for Repair /Renovation and Maintenance works of different buildings at different locations under the jurisdiction of Cuttack Municipality Corporation Cuttack

Dear Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as "the Applicant") and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of ____ (Name of Applicant) for the captioned Project with the details as per the requirements of the RFE, for your evaluation. We confirm that our Proposal is valid for a period of 90 days from the last date of submission of proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects, and we agree to the terms and conditions of the Request for Empanelment.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

Duly signed by the Authorized Signatory of the Applicant Name

me:

Title:

Address of the Authorized Signatory:

Annexure II: Request for Clarification

The Bidders/Agencies requiring specific points of clarification may communicate with CMC during the specified period using the following format:

Bidder's Request for Clarification				
<<Name of Organization submitting query/request for clarification>>				
<<Full address of the Organization including e-mail, phone, and fax for all points of contact>>				
Sl. No.	RFE Reference (Section No., Clause, Page No.)	Content of RFE	Clarification Sought	CMC Response (Space to be left blank by the Bidder)
1				
2				
3				

AnnexureIII:

FINANCIAL INFORMATION

Financial Analysis: Details to be furnished for the last **three (3)** years duly certified by the Chartered Accountant

S. No .	Description	Financial Years		
		2019-20	2020-21	2021-22
1	Annual turnover			
2	Profit/Loss			
3	Average turnover			

SIGNATURE OF BIDDER (S)

Name of the Chartered Accountant

Signature of Chartered Accountant, Membership no with Seal

Annexure IV: Details of Bidder

- 1 Name
- 2 Country of incorporation
- 3 Address of the corporate headquarters and its branch office(s), if any, in India
- 4 Date of incorporation and/or commencement of business
- 5 Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.
- 6 Details of individual(s) who will serve as the point of contact/communication.
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number
- 7 Particulars of the Authorized Signatory of the Bidder
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past (Attach extra sheets, if necessary)

Annexure V: Power of Attorney (on Stamp paper)

Know all men by these presents, we (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr./Ms. (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for pre-qualification and submission of our proposal for **"Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works"** including but not limited to signing and submission of proposals, other documents and writings, participate in Pre-bid and other conferences and providing information/response to CMC, representing us in all matters before CMC, signing and execution of all Agreement and undertakings consequent to acceptance of RFE, generally dealing with CMC in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with CMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [•], THE ABOVE-

NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [

•] DAY OF [•], 20[•]

For

(Signature, name, designation, and address) witnesses: 1.

2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidders should submit for verification the extract of the charter documents & documents such as a board or shareholders' resolution/power of attorney in favor of the person executing the Power of.*
3. *Attorney for the delegation of power hereunder on behalf of the Bidder.*

Annexure-VI:Non-blacklistingdeclaration

Format of self-certificate stating that the Entity/Promoter/s/Director/s of Entity are not blacklisted. Anti-Blacklisting Certificate

M/s (Name of the bidder), (then names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium/JV on the ____ (Last date of submission of proposal).

We further confirm that we are aware that our proposal for the **“Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works”** would be liable for rejection in _____ case _____ any material misrepresentation is made or discovered with regard to the requirements of this RFE at any stage of the bidding process or thereafter during the agreement period. Dated this Day of 20.....

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure-VII:Self-declarationforNon-Performance

I/We.....herebydeclarethatmy/ourfirmM/S.....havesuccessfullyexecuted
theworkorderassignedbytheStateGovernment/anyotherGovernmententityoranystategovernmentor
central government / department / Local Government / agency in India. There is no remark of non-
performance or non-compliance in any of our past projects, or any contractual dispute / litigation
/arbitrationintherecentpast.Datedthis.....Dayof.....20.....

Nameofthebidder

SignatureoftheAuthorizedperson

NameoftheAuthorizedperson

Annexure-VII:FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information that M/s/ Shri..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit

This certificate has been issued at the specific request for limited purpose of submitting the Tender to the CMC,Cuttack and shall not be used for any other purpose whatsoever.

This certificate is issued without any guarantee or responsibility on the bank or any of our officers and employees.

(Signature) For the Bank with Seal

GENERAL INSTURCTIONS:

- Banker's Solvency Certificate must be on the letterhead of the bank issuing such certificate, sealed in a cover addressed to the Commissioner, CMC,Cuttack
- In case the Solvency Certificate is issued at the request of a partnership firm, such certificate must include names of all partners as recorded with the Bank.
- The Solvency Certificate shall not be more than 6 months old from the original date of submission of tender.

**Annexure-VII: LIST OF EXPERIENCE (WORKS COMPLETED DURING THE
LAST THREE YEARS ENDING PREVIOUS DAY OF LAST DATE OF
SUBMISSION OF TENDER**

A	B	C	D	E	F	G	H	I
Sr. No	Name of work /project and location	Owner or sponsoring organization	Cost of work (Rs. in Crore)	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Whether the work was done on back-to-back basis Yes/No
1								
2								
3								

- Indicate gross amount claimed and amount awarded by the Arbitrator.
- Certified that the above information is complete and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF BIDDER (S)