



BHUBANESWAR MUNICIPAL CORPORATION

E-Mail Id-ae-elect@bmc.gov.in and sethyshyamsundar@gmail.com

E-PROCUREMENT NOTICE

1. Bid reference No : BMC-EE (Elect.)08(EI.)/2022-23 Dt. 22.03.2023
2. Tender Call notice No : No 13440 /Dt.22.03.2023
3. No of Work : 1 No
4. Bid value of each work : Rs. 6,26,503/-(Excluding GST@18%)
5. Period of Completion : 30 Days

Date and time schedule

Start	End	Opening
11.00 AM of Dt. 24.03.23	3.00 PM of Dt. 03.04.23	4.00 P.M. of Dt. 03.04.23

6. Tender details: Can be seen for the procurement portal:

<https://www.tendersodisha.gov.in>.

Sd/-
Executive Engineer (Elect.)
Bhubaneswar Municipal Corporation

Memo No. 13441 /BMC, Dt. 22.03.2023

Copy to forward to the Director, Information & Public Relation Deptt. Odisha, Bhubaneswar with a request to get it published one English Newspaper in addition to two leading Oriya Daily newspaper on or before **Dtd. 24.03.23** for wide circulation. The complementary copy of the newspaper connecting the Tender Call Notice may be sent to this office for reference and record. The cost of advertisement will be burn by our office.(Copy Enclosed) .

Sd/-
Deputy Commissioner (PR)
Bhubaneswar Municipal Corporation



BHUBANESWAR MUNICIPAL CORPORATION

**Office of the Executive Engineer (Elect.),
BMC, Engineering Block,
Bhubaneswar Municipal Corporation, Bhubaneswar**

DETAILED TENDER CALL NOTICE (DTCN)

Bid Reference No. BMC-EE (Elect.)/08(EL)/2022-23, Dt. 22.03.2023

Bid Identification No.

PART-I: General and Technical Bid

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BHUBANESWAR MUNICIPAL CORPORATION
COMPETITIVE BIDDING THROUGH e-Procurement
NOTICE INVITING TENDER
Bid Reference No. BMC-EE (Elect.)/08(EL)/2022-23, Dt. 22.03.2023
Bid Identification No.

On behalf of the Commissioner, Bhubaneswar Municipal Corporation (BMC), on-line e-tender **Percentage Rate Bids** in conformity with the Detailed Tender Call Notice are invited by the Executive Engineer (Elect.), BMC for execution of the works mentioned in the table below. The electrical contractors having MV license can participated in this work.

In case of any mis-match or inconsistency or contradict among different clauses/conditions/instructions/information furnished in this tender call notice or in the DTCN, then necessary clarification shall be issued by BMC on specific request without compromising the transparency and intention of BMC behind this tendering process.

In order to keep pace with the recent developments and simplifications of tendering procedures, BMC Electrical section has been pursuing through various reforms. It is, therefore, urged that all the intending bidders should go through the tender call notice and DTCN thoroughly and submit their bids accordingly. Clarifications required, if any, on any matter related to this tender notice, shall be furnished by an authorized officer, Sri Sukanta Kumar Sabat AEE (Tel. No.9439155755) (during office hours only) till the stipulated last date and time of submission of on-line tender.

1. Total No. of works for which Tenders invited **1 No**
2. Place of Execution : Different locations of Bhubaneswar Municipal Corporation
3. Estimated Cost of Individual Work: **Rs. 6,26,503/-**
4. Intending bidders have to participate through “**On-Line**” bidding only. The website for online bidding is <https://www.tendersodisha.gov.in>.
5. The bid documents will be available in the above website from **11 AM on dt. 24.03.23 to 3.00 PM on dt. 03.04.23** or online bidding.
6. Bids received online will be opened at **4.00 P.M on dt. 03.04.23**.
7. The bidder must possess valid Compatible **Digital Signature Certificate (DSC)**.
8. The DTCN and the tender call notice for **1 No** of work can be seen in the e-procurement portal <https://www.tendersodisha.gov.in>.

On behalf of Commissioner, BMC, Bhubaneswar

Sd/-
Executive Engineer (Elect.)
BMC

Memo No. 13442 /BMC, Dt. 22.03.2023

Copy submitted to the Commissioner-Cum-Secretary to Govt., H and U.D Deptt / Special Secretary, G.A Deptt. for kind information.

Sd/-

Executive Engineer (Elect.), BMC

Memo No. 13443 /BMC, Dt. 22.03.2023

Copy forwarded to PA to Mayor, BMC/ PA to Commissioner, BMC for information & necessary action.

Sd/-

Executive Engineer (Elect.), BMC

Memo No. 13444 /BMC, Dt. 22.03.2023

Copy forwarded to Additional Commissioner, BMC / City Engineer, BMC/ CFO/ Chief Auditor, BMC for information and necessary action.

Sd/-

Executive Engineer (Elect.), BMC

Memo No. 13445 /BMC, Dt. 22.03.2023

Copy to Notice Board of Bhubaneswar Municipal Corporation / ITPMU, BMC.

Sd/-

Executive Engineer (Elect.), BMC

Memo No. 13446 /BMC, Dt. 22.03.2023

Copy forwarded to H.A-cum-Acct.-I / Advertisement Section, BMC for information and necessary action.

Sd/-

Executive Engineer (Elect.), BMC

Memo No. 13447 /BMC, Dt. 22.03.2023

Copy with **Soft Copy** of the **Invitation For Bids (IFB)** forwarded to the Head, State Portal Group, I.T. Center of State Secretariat for **display in the Government Web Site.**

Encl : As above.

Sd/-

Executive Engineer (Elect.), BMC



File No. XXVII-43/20

Letter No: - 13440

Dt. 22.03.2023

BHUBANESWAR MUNICIPAL CORPORATION

INVITATION FOR BIDS

COMPETITIVE BIDDING THROUGH e-Procurement

Bid Reference No. BMC-EE (Elect.)/08(EL)/2022-23, Dt. 22.03.2023
Bid Identification No.

On behalf of the Commissioner, Bhubaneswar Municipal Corporation (BMC), on-line e-tender **Percentage Rate Bids** in conformity with the Detailed Tender Call Notice are invited by the Executive Engineer (Elect.), BMC for execution of the works mentioned in the table below. The electrical contractors having MV license holder can participate in the work.

In case of any mis-match or inconsistency or contradict among different clauses/conditions/instructions/information furnished in this tender call notice or in the DTCN, then necessary clarification shall be issued by BMC on specific request without compromising the transparency and intention of BMC behind this tendering process.

In order to keep pace with the recent developments and simplifications of tendering procedures, BMC Electrical Section has been pursuing through various reforms. It is, therefore, urged that all the intending bidders should go through the tender call notice and DTCN thoroughly and submit their bids accordingly. Clarifications required, if any, on any matter related to this tender notice, shall be furnished by an authorized officer, Sri Sukanta Kumar Sabat, AEE (Tel. No. 9439155755) (during office hours only) till the stipulated last date and time of submission of on-line tender.

Sl. No.	Name of the Work	Approx. Value of Work put to Tender in Rs.	EMD/Bid Security in Rs.	Cost of Bid Documents in Rs.	Period of Completion	Eligible Class of Contractor
1	Internal E/I of 5 TPD Micro Composting Centre (MCC) at Pokhariput.	6,26,503/-	6,200/-	4,800/-	30 days	MV

INFORMATION FOR THE INTENDING BIDDERS

1. This DTCN consisting of the bid documents will be available in the Govt. website i.e., <https://www.tendersodisha.gov.in> from **11.00 A.M** of **24.03.23** to **3.00 P.M** of **03.04.23** for view, download and on-line bidding. This DTCN applicable for all the **1 No** of works put to tender in this Notice shall also be available in BMC website <https://www.bmc.gov.in> from **24.03.23** to **03.04.23** for view, download and information of all concerned.
2. As per the corresponding guidelines of Govt. of Odisha, each on-line bid must be accompanied with legible scanned copies of **valid Contractor's Registration Certificate (License) (save as mentioned at # above), EPF Registration, GSTIN (vide Sl. 9 below), PAN CARD, Earnest Money Deposit (EMD)/ Bid Security (save as described at * above), (APS vide Sl. 6 below) and Cost of Tender Documents (non refundable) as specified in the above Table Col.4 & 5. All bidders are to furnish EMD & costs of bid in online mode (Instructions to be followed for online payment available in the e-Procurement portal during the processing of tender by the bidder). If the EMD / cost of bid document including GST are furnished by any other mode other than the online mode the tender of such bidder is liable to be rejected.**
The software application has the provision for payment of cost of tender document and EMD through payment gateways of authorized bankers by directly debiting the account of the bidders.
Each on-line bid should also be accompanied with scanned copies of Declaration Certificate & No Relationship Certificate in the prescribed formats as mentioned in the DTCN without which the bid will be liable for rejection.
3. If found necessary for further verification/reference/record, original(s) of any document(s), such as; license, PAN, **GSTIN**, etc., should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective bid(s) shall be treated as incomplete/non-responsive and hence shall be rejected.
4. On-line bids shall be opened on **03.04.23 at 04.00 PM** onwards.
Each received bid, if otherwise not rejected, shall remain valid for a period of **120 days** from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and Executive Engineer-II, BMC.
5. If the % rate quoted by any bidder for any of the above mentioned work is lower than or equal to 15% less(-), then such bid shall be rejected and the tender shall be finalized based on merits of the remaining bids. But, if more than one bid is quoted at 14.99% (decimals up to two numbers will be taken for all practical purposes) less, the tender shall be finalised through a transparent lottery system, where all such bidders/their authorised representatives may remain present.
6. Additional Performance Security (APS) should be submitted by the bidder(s) if his/her/their bid amount is less than the estimated cost in BOQ subject to a limit of (-) 14.99%. In such an event, the bidder(s) quoting less bid price/rate(s) than the estimated cost in BOQ subject to a limit of (-) 14.99%, shall have deposit the amount of differential cost (rounded to nearest hundred rupees), i.e. estimated cost in BOQ minus the quoted amount, as Additional Performance Security (APS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Commissioner, BMC. As per the circular No.13286 Dt.07.09.17 of Works Deptt. The successful bidder will deposit the APS amount within the stipulated time.
7. Within **10 days** after opening of the bids, the EMD(s) of the unsuccessful bidder(s) except the **2nd lowest bidder (L₂)** shall be refunded/returned, preferably in the shape and manner submitted by the respective bidder(s) for each work on written request(s) and with proper acknowledgement(s). The EMD(s) of L₂ bidders can be refunded in the shape & manner to be decided by BMC after finalisation of the tender(s) for the respective works.
8. This DTCN from Section-I to IV is a generic document individually and separately applicable for all the works put to tender vide table above. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for

proper completion and commissioning of the work. The tender amount to be accepted by BMC with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.

9. Tenderers are required to submit self attested copies of GSTIN (GST Identification Number) along with their offers, failing which their offers will not be considered for evaluation. Any bidder intending to participate in this tender, but not registered under GST, is also allowed to participate subject to the condition that he/she/they should submit a **Declaration-cum-Undertaking** featuring that he/she/they is/are not yet registered under GST as he/she/they has/have not started any business and he/she/they has/have no liability under GST. Such tenderer, if became successful, then he/she/they will have to produce the GSTIN in the required form within a month from the date of intimation of the **conditional tender acceptance letter**. Failure to comply this instruction within the stipulated period shall render his/her/their tender incomplete and shall be rejected with other punitive action against the said defaulter bidder as deemed fit by BMC. Compliant to the Guidelines/Rules associated with GST, all the selected bidder(s) will have to produce, subsequently, such other document(s) and within such time, as decided and instructed by BMC.

10. No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.

11. Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation, if felt necessary by BMC that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then BMC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as BMC may decide just & proper for obtaining the documents and for completion of the procedure(s). BMC may also ask for any other document(s) of historical nature during evaluation of his/her/their bid(s). Provided in all such cases, furnishing of any document in no way shall alter the bidder's price bid. **The corresponding bidder(s) should respond in not more than 7 days from the date of intimation (through letter/phone/e-mail/physically)**. Non-submission or delayed submission of the documents required/requested for or submission of non-convincing document(s), may render the bid incomplete/non-responsive and hence shall be rejected by BMC. The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalisation of the corresponding tender(s) of the bidder(s) or on the tender for the work.

12. For examination, evaluation, and comparison of rates, BMC may, at its discretion, ask the lowest eligible/responsive bidder for clarification on his/her/their rate(s) including reduction of rate(s) through negotiation or, breakdown of unit rate(s), if applicable. However, in case single eligible/responsive bidder/remaining responsive bidder, the decision on acceptance/cancellation of the tender shall be taken as per OPWD Code or H&UD Deptt. guidelines or decision of BMC.

13. After acceptance of the tender of the selected/L₁ bidder by BMC Contracts Standing Committee or any other competent authority, the bidder shall be designated as contractor and, he/she/they will be asked through a letter of acceptance (LOA)/Letter of Intent (LOI) to deposit the **Initial Security Deposit (ISD)** (if exemption is not applicable vide * of this Section) and draw agreement for the corresponding work. The ISD amount shall be such that the amount furnished towards EMD (if exemption is not applicable vide * of this Section) and ISD put together shall constitute **2% of the accepted tender value**. If the L₁/selected bidder does not deposit the ISD (if exemption is not applicable vide * of this Section) and/or does not turn up for agreement after issue of LOA/LOI within the prescribed/allowed time, then he/she/they shall be debarred from participation in bidding at least for three years in BMC and action will be taken to blacklist the bidder. In that case, the L₂ bidder, if fulfilling other required criteria, would be called for deposit of ISD (if exemption is not applicable vide * of this Section) and draw of agreement within a reasonably allowed time for execution of the work subject to the condition that the L₂ bidder negotiates his/her/their rate and terms and conditions at par with the rate quoted by the L₁ bidder, otherwise the tender will be cancelled.

14. Unusual or unilateral interpretation (if any), of any part or whole of the DTCN by any bidder and subsequently by the selected bidder(s), of any information/condition/provision to be laid down in the agreement(s) (to be drawn between the selected bidder(s) and BMC), shall be out rightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from BMC, shall be treated as violation(s) of the tender and conditions of this DTCN/agreement and hence, action as deemed fit by BMC, shall be taken against such bidder(s) or contractor(s). Under such circumstance(s), BMC shall not only have the liberty of non-response but also, shall resort to any procedure deemed fit for execution/ completion of the work(s). Against these prerogatives of BMC, no claim in any manner by any bidder or the contractor shall be entertained/accepted by BMC.

15. Within 30 days after opening of the bids, the EMD & APS (if any) of the unsuccessful bidder(s) except the 2nd lowest bidder (L₂) shall be refunded/returned, preferably in the shape and manner submitted by the respective bidder(s) for each work on written request(s) and with proper acknowledgement(s). The EMD & APS (if any) of L₂ bidders can be refunded in the shape & manner to be decided by Municipal Commissioner, Bhubaneswar Municipal Corporation after finalization of the tender(s) for the respective work.
16. During warranty period of electrical equipments should be replaced replaced/repared by the agency at his own cost within 48 hours of intimation. If the agency fails to replace/repair the failed fixture(s) within stipulated time of 48 hrs, the penalty shall be imposed @2% of the quoted amount of the fixture(s) for each delay of 24 hrs and the penalty will be deducted from the security deposit of the agency.
17. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the corresponding work is to be executed and submit their bids accordingly.
18. In case of any inconsistency or contradict among different clauses/conditions/ instructions/ information furnished in this tender call notice/DTCN, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the Agreements to be drawn by BMC Division-II with the successful bidders, conditions stipulated in the respective Agreements shall be followed for all practical purposes unless any of those condition(s) is/are found redundant/inapplicable and inconsistent with the relevant provisions of OPWD Code/Govt. instructions, as issued and amended till the date of invitation of this tender. In such case(s) the provision(s) in OPWD Code/Govt. guidelines shall prevail over the respective Agreement Condition(s). In case of any dispute between the respective successful bidder(s) and BMC regarding such overriding effect, decisions of BMC shall be final & binding without prejudice to the remedies avails.
19. The authority reserves the right to reject any or all the bids without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.

Eligibility Criteria-

- A. The bidders shall have to furnish the following documents as.
 1. **Copies of the work orders for similar nature of work successfully executed earlier against tendered.**
 2. **Besides above the bidder has to furnished GST registration certificate, copy of PAN card, GST clearance certificate as applicable.**
 3. **Copies of valid Contractor's Registration Certificate (License).**
 4. **No relation certificate & declaration certificate.**

By Order of Commissioner, BMC, Bhubaneswar

**Sd/-
Executive Engineer(Elect.)
BMC**

Instruction to Bidder for e-Procurement

1 PARTICIPATING IN THE BID IN THE e-PROCUREMENT PORTAL:

The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor This is a onetime activity for registering in Portal During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc.

- a To log on to the portal the Contractor/Bidder is required to type his/her *username* and password *The system will again ask to* select the DSC and confirm it with the password of DSC For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal
 - b The tender documents uploaded by the Tender Inviting Officer in the website **www.tendersorissa.gov.in** will appear in the section of "Upcoming Tender" before the due date of tender sale Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders Any bidder can view or download the bid documents from the web site
 - c Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption
 - d If the software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.
- 1.1** Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection
 - 1.2** In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control

- 1.3** Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system
- 1.4** For submission of Bids through the e-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DNIT
- 1.5** Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal
- 1.6** The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask a question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates
- 1.7** The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the **City Engineer** and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings or other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as a plea to disrupt the bidding process and in such cases the bid security shall be forfeited
- 1.8** Any addendum issued shall be part of the bidding documents and shall be notified in the website **www.tendersorissa.gov.in** / notice board and through paper publication
- 1.9** All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in

Portable Document Format to the portal in the designated locations of **Technical Bid** He will fill up the rates of items or percentage in the BoQ down loaded for the work in designated Cell and up loads the same in designated locations of **Financial Bid** Submission of document shall be effected by using DSC of appropriate class

2 BID SECURITY:

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in shape of KVP /PSB/NSC duly pledged in favour of Municipal Commissioner or Bank draft/pay order/ Bankers Cheque from any nationalized bank in favour of Municipal Commissioner Bhubaneswar Municipal Corporation, Goutam Nagar, Bhubaneswar. The bidder shall scan all the written pages of the bid security and up load the same to the system in designated place The on line bidder shall deposit the original copy of the 'bid security' with in the specified period mentioned in the DNIT (after receipt date of bid but before opening date and time of bid) with the "Officer inviting the Bid" The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time **Non-submission of bid security** with in the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled His name shall also be informed to the registering authority for cancellation of his registration.

3. BID VALIDITY:

The bid shall remain valid for a period of 120 days from the date of opening of Price Bid.

- 3.1 In exceptional circumstances, prior to expiry of the original bid validity period, the employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its EMD. A bidder agreeing to the request will not be required or permitted to modify its bid.

4 FORMAT AND SIGNING OF BID:

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

- 4.1** The Bidder shall go through the Bid carefully and list the documents those are asked for submission He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, **price bid** etc and store in the system
- 4.2** The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal
- 4.2.1 The bids once submitted can not be retrieved or corrected Tender cannot be pre-opened and cannot be submitted after due date and time Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button
- 4.2.2 In the e-procurement process each processes are time stamped The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal
- 4.2.3 The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing Non-submission of legible documents may render the bid non-responsive However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

5 SECURITY OF BID SUBMISSION:

- 5.1** All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s) The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender
- 5.2** The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

6 DEADLINE FOR SUBMISSION OF THE BIDS :

- 6.1** The online bidding will remain active till the last date and time of the bid submission Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid

7 LATE BIDS :

- 7.1** The system shall reject submission of any bid through portal after closure of the receipt time For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers

8 MODIFICATION AND WITHDRAWAL OF BIDS :

- 8.1** In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure If the bidder fails to submit his modified bids with in the designated time of receipt, the bid already in the system shall be taken for evaluation
- 8.2** In the E-Procurement Portal, with-drawal of bid is allowed But in such case he has to write a letter with appropriate reasons for his with drawl addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid The system shall not allow any withdrawal after expiry of the closure time of the bid

9 OPENING OF THE BID:

- 9.1** Bid opening date is specified during tender creation or can be extended with corrigendum This date is available in IFB, tender document as well as the home page of portal Bid opening can be done by the authorized users which are defined during the tender publication / approval stage The bids are encrypted using there public keys and can be decrypted only on or after the Bid Opening due date and time The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time
- 9.1.1 The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place Contractors are not required to be present during the bid opening at the opening location if they so desire
- 9.1.2 Each activity is date and time stamped with **user** details For time stamping, server time is taken as the reference
- 9.2** In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day

- 9.3** In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid"
- 9.4** During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DNIT, received after last date of receipt of bid and before opening of the bids shall be opened and declared
- 9.4.1 Combined bid security for more than one work is not acceptable
- 9.5** The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender can not be opened
- 9.5.1 The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted If found in order, they will continue opening of all other documents in the system provided under **Technical Bid**
- 9.5.2 Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished
- 9.5.3 After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify to the documents in the **Technical Bid**, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation
- 9.5.4 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit
- 9.5.5 Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation He can either accept or pass on to the evaluating officers for re-evaluation Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and

the letter shall also intimate him the date and time of opening of **Financial bid** The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive

- 9.6** The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DNIT shall be taken against the bidder/contractor
- 9.7** After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids
- 9.7.1 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information
- 9.7.2 The **Financial Bid** will be opened on the notified date and time in the presence of bidders or their authorised representative who wish to be present
- 9.7.3 At the time of opening of "**Financial Bid**", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened The remaining bids will be rejected
- 9.7.4 The responsive bidders' name, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening
- 9.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first
- 9.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers The system shall auto-generate the Comparative statement
- 9.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from any where

10 CLARIFICATION OF BIDS:

- 10.1** For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates
- 10.2** On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ...) for subsequent evaluation The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins Each activity is recorded in the system with date and time stamping.

11 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 11.1** In the e-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

Detailed Conditions of the Contracts
BHUBANESWAR MUNICIPAL CORPORATION
(BMC)

1. For the estimated cost of the work, valid class of contractors (**as mentioned in the Notice inviting Tender**), of **ELBO** are eligible. The Tender shall be opened at the date and time as indicated in the notice inviting tender and its subsequent corrigenda if any, in presence of the tenderer or their authorized representatives, who may be present at the time of opening of tenders.
2. No tenderer will be permitted to furnish their tender in their own manuscript papers.
3. **EPF:** - Each tender should be accompanied with the attested photo copy of the valid EPF registration Certificate issued from RPFC, Bhubaneswar or submit an affidavit that he will follow the "Employees Provident Fund and Misc.Provision Act,1952" and rules/schemes made there under. In that affidavit, the concerned Contractor will state that in case he is awarded with the contract, then he will submit, after execution of work and before payment of any bill, the detail list of labourers, such as their (i) name, (ii) father's name,(iii) place of permanent residence, (iv)statement of wages paid to them till the completion of contract work. In the said affidavit the Contractor shall also state that BMC authorities will be at liberty to deduct about 26% out of the labour component amount of the contract and shall be kept as an additional security. As soon as the Contractor will submit the EPF registration certificate, then the additional security to be held by the Corporation will be released to the contractor without any interest subject to fulfillment of other compliances/conditions. The Contractors who have valid EPF Registration certificate may not submit the affidavit but submit only attested photocopy of the valid certificate and in that case no additional security will be deducted from their work bill.
4. The tender papers submitted by the tenderers shall accompany with the requisite earnest money as prescribed in the tender call notice in the shape of **NSC/ Postal time deposit Pass Book duly pledged** in favour of the Municipal Commissioner, Bhubaneswar Municipal Corporation or Bank Draft/bankers Cheque from any Nationalized Bank in favour of Municipal Commissioner, Bhubaneswar Municipal Corporation. The Engineer contractors, who are exempted from the deposit of **EMD, should produce necessary certificate in support of exemption of EMD at the time of the opening of tender.** The earnest money thus deposited shall be refunded only to un-successful bidders, on receipt of application from the tenderer to that effect. The EMD of tenderer accepted or proposed to be accepted, shall be retained in the Municipal Corporation Office till such time after completion of the work, as the competent authority of the Municipal Corporation shall deem fit. EMD for a bunch of Tenders, if submitted, shall in no case be entertained.
5. All tenders received will remain ordinarily valid for a period of 120 days from the date of receipt of tenders and the validity of tenders can also be extended if agreed to by the tenderer and the Bhubaneswar Municipal Corporation.
7. Incomplete tenders:
Tenders received in incomplete shape are liable for rejection.
8. **No claim for cancellation of tenders:**
No claim shall be entertained towards any expenses made by any party for submission of the tender in case of cancellation, rejection or withdrawal of the tender.
9. **Progress report:**

The contractor shall submit fortnightly progress reports in a format as may be prescribed by the Engineer-in charge.

10. Site Order Book:

A site order book shall be issued to the contractor by the Engineer-in-charge or his representative. The Contractor shall keep this Book always at site and any special order or construction to be issued to the contractor shall be recorded in this Book by the Engineer-in charge or his representative. The Contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the BMC but will remain during the period of the progress of the work with the Contractor. The safe custody of the site order book during this period shall be the responsibility of the Contractor. After completion of the work the Book shall be returned back by the Contractor to the Engineer-in charge which will be enclosed in the final bill.

11. Custody of the materials:

The contractor shall be responsible for safe custody of the materials at site and the BMC will not be responsible for any loss or damage of the property at site.

12. Guarantee/Performance:

The Contractor shall furnish a guarantee certificate of minimum 5 years for LED fixture & one year of other works executed & supplied by him and shall be free from any defect both in terms of material & workmanship from the date of completion & commissioning. During this period the contractor shall replace/rectify the defective at his own cost as per pointed out by the Engineer-in-charge.

13. Unilateral stoppage of work.

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

14. Damages to persons and property:-

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee/Officers of BMC against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

The Corporation does not take any responsibility on this account.

15. Work not to be subcontract:-

The Contractor shall not subcontract the work assigned to him. And if the contractor shall assign or sublet his contract or attempt to do so, the contract shall be rescinded with forfeiting the EMD and penalty will be imposed as may be decided by BMC.

16. Action and compensation payable in case of bad work:-

If it shall appear to the Engineer-in charge or his subordinate Engineer in charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description ors 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 or usual practice, the contractor shall on demand in writing from the Engineer-in charge specifying the work ,materials or articles complained of not withstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or the case may be, remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in charge and or his subordinate Engineer in charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in case of any such failure the Engineer in charge and his subordinate Engineer may rectify or remove and re-execute the work or remove the replace with others the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

17. Engagement of Labourers and age limits etc.-

The Contractor shall not employ for the purpose of this contract any person who is below the age of eighteen years and shall pay to each labourer for the work done by such labourer, wages not less than the wages as prescribed by Government of Orissa. The Engineer in charge shall have the right to enquire into and decide and complaint alleging that the wages paid by the Contractor to any labour for the work done by such labourer is less than the wages prescribed by the Government of Orissa. The Engineer in charge and /or his subordinate Engineers immediate charge of the work shall have the right to decide whether any labour employed by the Contractor is below the age of eighteen years and to refuse to allow any labourer whom he decides to be below the age of eighteen years, to be employed by the Contractor. The Contractor shall have to grant a weekly paid holiday to his labourers/staff. The Contractor shall have to comply with all Labour laws and other rules in force while carrying out the work.

18. Indemnify the Corporation under workman's Act and Rules:-

The Corporation shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The Contractor shall have to pay the entire compensation if decided in any Court of law for any injury/loss to any workman caused during the execution of contract work. If by order of any court corporation pays any compensation to honour the award, then the amount shall be recovered from the bill and security of the Contractor.

19. No escalation:-

The amount quoted in the price bid shall remain firm until completion of the project.

20. The detailed plan, specification and scope of work if required can be ascertained from the Office of the Bhubaneswar Municipal Corporation during any working hours on working days prior to the last date of sale of tender papers.

21. The tenders containing extraneous conditions, not covered by the tender call notice are liable to rejection. Rate quoted should be fairly reasonable rates being abnormal. Superfatuus and unworkable rates are liable for rejection.

22. No lump sum tender will be entertained if the tenderer does not quote any rate for any items shown in the bill of Quantity, the tender will, in no case be considered and shall be rejected.

23. The tenderer shall quote any rate against each item shown in the bill of quantity in words and figures. In case of variation of the rates between words and figures, the rates quoted in word shall be deemed to be the properly quoted rate, for consideration.

24. Scoring, over writing, Interpolating, cutting should preferably be initialed by the tenderers to avoid complication. The authority shall take no responsibility, in the matter of complications arise but of scoring over writing or interpolating the tenders should be written legibly.

25. The tender, shall accompanied with attested photo copies of valid and up to date ITCC or PAN card/TIN-813(for STCC) .Non submission of any of these documents, the authority shall reserve the right to reject the tender. However, if authority desires, the original copies can be asked for verification, before the consideration for a final checking. The selected tenderer shall submit the Initial Security Deposit (ISD) within seven days of intimation. The ISD shall be deposited in shape of NSC, Postal term deposit Pass Book, Bank Draft/Bankers Cheque, duly pledged in favour of Municipal Commissioner, Bhubaneswar Municipal Corporation. The selected tenderer shall deposit 2 % of the ISD within seven days of intimation after adjusting the EMD amount deposited. Non submission of the ISD by the stipulated date the BMC shall have the right to forfeit the EMD and proceed for subsequent steps. The initial Security Deposit together with Earnest Money shall be retained by the BMC till the completion of entire

- work and payment of final bill or till the completion of the guarantee period of twelve months and the security deposit shall not carry any interest.
26. The BMC shall deduct the statutory deductions as applicable under the Income Tax Act, 1961, Orissa Value Added Tax Act, 2004 and any other statutory deductions.
 27. The successful tenderer after execution of the agreement and after issuance of the Work order, submit a detail programme of work immediately to the concerned Executive Engineer for approval.
 28. The successful tenderer who executes a valid agreement with the Bhubaneswar Municipal Corporation shall be called contractor and shall abide by the terms and conditions of the agreement as prescribed from time to time
 29. The work will be completed in every respect within the stipulated period of completion as mentioned in the Notice Inviting Tender from the date of commencement of the work to be stipulated in the Work Order, to be issued by or on behalf of the Municipal Commissioner, Bhubaneswar Municipal Corporation. There shall be no extension of contract period except on valid reasons to the satisfaction of the BMC and the contractor shall submit such request for extension. The Corporation may consider such request for extension after taking into the considerations the valid reasons.
 30. If the contractor disproportionate or abandoned or failed to progress the work according to the time schedule submitted he shall be liable penalty under relevant clause of the item rate contract.
 31. All Cement concrete works shall be executed in a mechanical form and shall use the concrete Mixer, Vibrator, Pumps, Road roller, Tar boiler, Hot mix plant etc at the own cost of the Contractor for the purpose.
 32. The Contractor shall use approved and tested materials as approved by the Engineer in charge according to CESU / PWD specification and the Contractor shall arrange the materials at his own cost and after completion of the work the Contractor shall clear the site along with all equipments at his own cost.
 33. Shuttering and centering shall be with Steel plate or seasoned hardwood planks inside of which shall be lined with suitable sheeting and made leak proof and water tight as approved by the site Engineer-in charge.
 34. The Site Engineer-in charge will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion.
 35. The contractor shall arrange necessary tools and plants at his own cost required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant including cost of transportation thereof.
 36. All earth work measurement shall be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition. No extra payment will be made for the jungle clearance for taking earth from the borrow areas.
 37. After the work is finished all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
 38. No payment shall be made for bench marks, level pillars, profiles and benching and leveling the ground where required. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and incidental items of works.
 39. No claim shall be entertained with regard to extra item of works or extra quantity of any items besides estimated amount unless specific written order is issued from the Municipal Commissioner, Bhubaneswar Municipal Corporation
 40. The tenders shall have to abide by the C.P.W.D. safety code rules.

41. The rate quoted by the contractor shall cover the latest approved rates of labour, materials, POL and royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of contractor.
42. The rate for each work and concrete items wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due percolation of water. The quoted rates will be inclusive of this.
43. The materials, borrow areas, and hutments at sites should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
44. Items of work not covered by tender notice will be paid at the Current schedule of rates of the cesu / Public Works Department and those not covered by the SR will be paid on actual analysis after being approved by the City Engineer.
45. Standard Public Works Deptt. / Public health Deptt./Electrical Deptt. Specification of Govt. of Orissa/ISI specification where applicable as to be decided by the Engineer-in-charge will be followed in executing the work.
46. The contractor will make no claim on the rates, quantities and amounts that will appear in the agreement and the total work, in a complete shape, will be handed over to Bhubaneswar Municipal Corporation within the time allowed by Bhubaneswar Municipal Corporation.
47. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the works. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.
48. For diversion road, the contractor will have to make his own arrangement to make the same in private land if necessary for which arrangement of such land by the side of C.D works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during night time and signaling during day time and barricading etc. till the C.D works are open to the traffic. No extra rate will be paid to the contractor for above rental charges etc. His rates in the tender for other times shall include this arrangement, land rental charges for the land and maintenance, lighting and removal or such temporary road crust from the private land to bring the land to its original conditions etc. complete.
49. Any damage caused by natural calamities should be done by the contractor at his own cost. The Bhubaneswar Municipal Corporation shall not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
50. In case of any dispute in the meaning of specification, description of items, rates, conditions of agreement or due to errors/typo-graphical errors, omissions, the decision of the tender accepting Authority, Bhubaneswar Municipal Corporation with due recommendation of the Engineer-in charge of work is final and binding on the Contractor.
51. The tenderer shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
 - (a) Rent, royalties and other charges of materials, all other taxes including Sales Tax, ferry, tolls conveyance charge and other cost on account of land and buildings including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for collection of materials,
 - (b) storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.

- (c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (d) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (e) Fees and duties levied by the Municipal, canal or water supply authorities.
 - (f) Suitable equipments and wearing apparatus for the labour engaged in risky operation.
 - (g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.
 - (h) Compensation including cost of any suit for injury to persons or property due to neglect of any measure/ precautions also become payable due to operation of the workmen compensation act.
 - (i) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost. C.C and R.C.C items are to be sufficiently cured with Gunny bags, if necessary.
52. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department letter No.VIII R - 8/5225 dt. 26.2.1955 and No.II M 56/6 28842 (5) dt. 27.9.1961 as amended from time to time.
 53. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum wages act the Executive Engineer, Division-I, will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour officer of the Govt. The decision of the Executive Engineer is final and binding on the contractor.
 54. That for the purpose of jurisdiction in the event of any dispute, it shall be at Bhubaneswar.
 55. The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.
 56. Before commissioning the work, the materials shall be inspected by the JE (Elect) and AE (Elect) in charge and the Executive Engineer, Division-II. The contractor should furnish two copies of test certificate at his cost. The expenditure towards testing and test certificate shall be borne by the contractor. All the materials to be used in work should have prior approval of the Engineer-in-charge and confirming to the specification of the CESU.
 57. The liaison with CESU authority and the Electrical Inspector regarding permission and inspection respectively will be done by contractor. The contractor has to deposit the required amount of supervision charges / service connection charges / security money / inspection fees and processing fees to concerned department on behalf of BMC. The same amount will be paid /incorporated in the final bill on production of original money receipts.
 58. The materials like poles, light fittings, conductor etc if available at electrical store will be issued to contractor to use at site / work.
 59. The Electrical Supervisor and Line men mentioned on the license should must supervise the work at site.
 60. Though agreement will be done for particular quantities, during execution of work , the quantities may vary as per site condition.
 61. Transformers will be purchased from the manufacturers those having test certificates from CPRI as well as Inspection Report from CESU Electrical Engineer and required Certificate will be furnished before the said project.
 62. During stringing of conductor if pruning of branches of trees required will be done by contractor at his own cost.
 63. It is the responsibility of the contractor to make arrangement with local police station and Traffic police for control of vehicles during execution of work to avoid unpleasant incident.

64. The authority reserves the right to reject any or all the tenders with out assigning any reason thereof.

Executive Engineer
Division-II, BMC

Signature of the Tenderer

CORPORATION AGREEMENT

AGREEMENT NO _____ **Dt.** _____

Name of the Work :

Estimated Amount:

Name of Contractor:

Agreement Value:

Initial Security Deposit:

Date of Commencement:

Stipulated date of Completion:

Extension of time granted upto:

**Authority and No and Date in
which extension of time granted :**

**Reference to Letter No. and Date in which
the copy of Agreement submitted to :**

BHUBANESWAR MUNICIPAL CORPORATION

*For No.W.III
(Rule341)*

Space for
embossing stamp

Name of Work:

Name of Contractor:

Contract Agreement Form for Works

I do hereby agree to execute the under mentioned descriptions of work in accordance with the conditions noted on the reverse and in consideration of payment being made by the Municipal Corporation.....
.....at the rate specified in the following schedule for the quantity of work executed.

Description of work	Quantity	Rate	unit	Amounts	Remarks

CONDITIONS (Reverse)

1. The work is to be carried on with due diligence and all work executed is to be done in a workman like manner. The materials use when supplied by the party tendering are to be the best of the several kinds procurable and in all cases will be subject to the approval of the Executive Engineer/Municipal Commissioner whose decision as to the rate of progress and the quality of the work of materials shall be final.

2. The quantity of work executed shall be measured and payments made as frequently as possible subject to a deduction of 10 percent pending completion and check measurement if no security was furnished by the contractor in the shape of a lump sum and on the completion of the work final measurements will be made and the amount adjusted accordingly.

3. The Executive Engineer/Municipal Commissioner may put an end to this agreement, at his option at any time and in the case of bad work or materials he may remove the same and have it replaced, deducting the value of the work rejected, or materials removed or the cost of replacing the same as he may think proper from any amount due, or that may become due, to the party making this agreement.

Signature of the Party making this agreement

Date.....

Witnesses.....

Residence.....

Date.....

Accepted by me

TENDER FOR WORKS

I / We hereby tender for the execution for the Bhubaneswar Municipal Corporation of the work specified in the written memorandum at the rate specified therein within a period of _____ years months from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other documents referred to in rule I hereof and subject to annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable

MEMORANDUM

a) Name of Work :

(If several sub-works are included they should be detailed in separate list)

- b) Estimated Cost : Rs
- c) Earnest Money : Rs
- d) Initial security deposit (including earnest money) (This deposit will be 2% of the estimated cost of the work) : Rs
- e) Percentage to be deducted from bills @ 8%(Eight Percent) (This percentage deduction from bills will be credited to the contractor's security deposit)
- f) Time required for the work from date of written order to commence _____ months
- g) Date of written order to commence
- h) Total number of work tendered for

Signature of the Contractor / Bidder

SPECIAL CONDITIONS OF CONTRACT

1. The date of commencement of the work shall be the date on which the Municipal Commissioner, Bhubaneswar Municipal Corporation sign the agreement.
2. Any delay on the part of Bhubaneswar Municipal Corporation in issuing work order after the date of acceptance of agreement by the Municipal Commissioner shall not be Construed as the cause of delay in the commencement of work.
3. The Contractor shall not be entitled to any compensation on account of delay in handing over site, making of alignment of layout or supply of P and T materials or any natural calamities of labour unrest or non availability of labour or the delay in supply of stock materials or T and P water scarcity or testing or due to any difficulty encountered by the contractor in any form. But extension of time beyond the stipulated date of completion shall be granted on plain paper from the contractor before expiry of 75% of the period of completion or 7 days before the stipulated date of completion, which ever is earlier.
4. The satisfaction of Municipal Commissioner/Mayor Bhubaneswar Municipal Corporation as to the genuineness or otherwise of the cause of delay shall be final and binding on the contractor.
5. The Contractor is bound to show proportionate progress of the work, the quantum of work being assessed by the supervising officers of Bhubaneswar Municipal Corporation at suitable intervals from time to time.
6. If for no particular reason as aforesaid, the contractor is unable to show proportionate progress, the Municipal Commissioner Bhubaneswar Municipal Corporation shall have the right to make such deductions as deemed fit from the amount payable to the Contractor in shape of running bills.
7. The amount so deducted shall be considered to be released only at the time of payment of the final bill if the Contractor improve in the working.

8. If the Municipal Commissioner/Mayor Bhubaneswar Municipal Corporation satisfied regarding the genuineness of delay in completion of the work and the stipulated period, he may impose penalty @1/2% per day of delay beyond the said date subject to a maximum 10% of the agreement amount the amount of such penalty shall be fixed exclusively at the discretion of Municipal Commissioner/Mayor Bhubaneswar Municipal Corporation.
9. In case of non completion of work, Municipal Commissioner, Bhubaneswar Municipal Corporation shall have the right to rescind the contract and entrust the balance portion of the work to such agency as deemed fit and the excess expenditure if any incurred in the process of execution of the balance quantity of work shall be recovered from the Contractor.
10. Municipal Commissioner, Bhubaneswar Municipal Corporation shall have the right to resort to any of the aforesaid penal clauses (Clause. 8 and 9) as deemed fit by him.
11. Recovery towards hire charges of machineries of Bhubaneswar Municipal Corporation shall be made from the Contractor bill amount from time to time at such rate as in vogue on the date of execution of agreement.
12. The Contractor also shall remain solely responsible for materials collected by him for utilization in the work till it is fully utilized irrespective of any payment made to him in respect of such collection.
13. Municipal Commissioner, Bhubaneswar Municipal Corporation reserves the right, without informing the Contractor to make such increase or decrease in the quantities of items of work mentioned in the schedule of rates attached here to as may be considered necessary to complete the work fully and satisfactorily. Such increase or decrease shall in no case invalidate of various items of work are liable to alteration and commission or addition and deduction and such commission, addition, deduction shall in no case invalidate the contracts.
14. Any extra quantity of work done over the approved quantity shall be executed by the Contractor as per his agreement rates after accept of order to that effect.

15. Any extra item of work executed beyond the items of the work covered in the agreement shall be executed after execution of supplementary agreement at CSR in force on the date of execution of the agreement such supplementary agreement if required will be approved by Municipal Commissioner Bhubaneswar Municipal Corporation.
16. All work shall conform to the detailed standard specification of OPWD code with amendment from time to time.
17. A Contractor shall put his signature on the measurement book and the bill before payment is made to him as a token of acceptance of the quantities, specification, rate and amount of the bill and no claim shall be entertained at a latter date.
18. All such work show measurement and quantity cannot be verified at a latter date shall not be got measured by the concerned sectional officer and got check measured by Asst. Engineer, Executive Engineer, or any officer superior to him in the Corporation before utilization, execution and covering up. No claim an account of execution of such work shall be entertained, if the quantity of work cannot be measured or check measured or verified after execution.
19. The Contractor shall make his own arrangement for water supply of bailing out water manually or mechanically at his own cost form the working area of building of bridge foundations, if required for the purpose.
20. The Contractor shall make his own arrangement for the internal road to the quarry of materials and for quarrying the materials and supplying stacking at road side or work site as directed by the supervising staff in measurable boxes of stacks including cost of all royalty freight and taxes which shall be borne by the contractor and the rate for such items of works shall be the furnished rate as herein agreed upon.
21. It shall be the sole responsibility of the Contractor to keep the site clear of any debris or light shrub jungle before layout of alignment at his own cost. It shall also be the responsibility of the Contractor present the finished work or the building in a useful or habitable condition within the scope of the contract

- and all site clearance or cleaning required for the purpose shall be done at his own cost.
22. Night work can be done in the interest of the work provided the Contractor makes his arrangement for security, safety and lighting.
 23. The Contractor shall not sublet any part of the work to any other agency on contract or subcontract basis. Any such act by the Contractor shall be deemed as unauthorized and Bhubaneswar Municipal Corporation shall not be in any manner responsible for such act of dispute or controversy or loss of damage arising out of such act.
 24. The Bhubaneswar Municipal Corporation shall not be bound to pay any compensation on account of damage or loss due to carelessness or mishandling or natural calamity caused to any labourers, machinery, stock materials or such portion as completed or incomplete work which shall be exclusively borne by Contractor till the date of completion of the work.
 25. The Contractor shall not engage any under aged labourer.
 26. The Contractor shall not engage any labourer above the age of 60 years except those engaged in supervising or accounting work of the Contractor.
 27. The Contractor shall not engage any sick labourer and any woman in advanced stage of pregnancy. The Contractor shall not engage and person who is originally accused or convicted or undergoing sentence of imprisonment.
 28. The Contractor shall abide by such rules regulation and wages and conditions as laid down by the Government of Orissa in labour on part of such other appropriate departments.
 29. The Contractor shall remain liable to such actions orders and penal actions as shall be deemed fit by the Government of Orissa in labour department of other proportionate Departments as enforced by such officers of the Government of Orissa who have been legally authorized to take such action from time to time and the Bhubaneswar Municipal Corporation shall not be held responsible for such actions taken against the Contractor.

30. The Contractor shall not engage any woman labour within 1 KM of Military or Para Military barrack or any cantonment area Tank.
31. The Contractor shall remain responsible for general sanitation security and safety of all labourers engaged by him and of accommodation and supply or ration to labourers staying at his work site.
32. Any compensation payable to labour in any form due to any cause shall be the exclusive responsibility of Contractor.
33. All stock and T and P materials outstanding against the Contractor including surplus material shall be returned at the place of delivery in good useful or serviceable condition failing which the recovery of cost of the same shall be made from the amount of payment to the Contractor.
34. If in the opinion of Municipal Commissioner, Bhubaneswar Municipal Corporation the Contractor has failed to return such quantity of materials with malicious motive then the Municipal Commissioner, Bhubaneswar Municipal Corporation shall have the right to recover from the Contractor's outstanding bill amount or security deposit and amount up to equal to five times the cost of such materials.
35. A site order book shall be maintained by the Contractor which shall be pagged and got certified by the Executive Engineer and kept at work site for recording such order as may be required from time to time in the interest of work by the supervising staff and such order shall be signed by the Contractor. He will be the custodian of site book till completion of the work after which the book shall be returned to A.E in charge.
36. Security shall be kept deducted at the rate 8% from every running bill and final bill in respect of infrastructure works in addition to E.M.D and I.S.D deposited at the time of tender or agreement and the same shall be released after expiry of six months from the date of payment of the final bill provided that Municipal Commissioner, Bhubaneswar Municipal Corporation shall have the right to make such relaxation on the release of security deposit as deemed fit by him.

37. Any claim regarding, any monetary compensation due to the Contractor shall be referred in writing to the Municipal Commissioner, Bhubaneswar Municipal Corporation within seven days occurrence of two cause of such claim. The decision of the Municipal Commissioner, Bhubaneswar Municipal Corporation shall be final and binding on the Contractor.
38. In case it is felt by the Contractor that any amount or compensation or loss or damage is payable to him over and above the decision of the Municipal Commissioner , Bhubaneswar Municipal Corporation, the same can be decided in the appropriate Court of law, on move by the Contractor in his form of a money suit only.
39. For the purpose of Jurisdiction in case of such litigation shall be deemed to have occurred within the jurisdiction of subordinate judge, Bhubaneswar.
40. The aforesaid clauses and special conditions are only illustrative and not exhaustive and such other conditions and contingency as shall arise from time to time shall be decided in conformity with natural justice.

Certified that I have fully read and understood the meaning and implication of the clauses and special conditions of the contract and to hereby undertake to abide by the said clause and conditions without reservation.

Signature of authorized person
Representing Contractor

Executive Engineer, Division-II
BMC

GENERAL CONDITIONS

1. Each on-line bid must be accompanied with legible scanned copies of valid Contractor's Registration Certificate (License), EPF Registration, GSTIN, CC, PAN CARD, Earnest Money Deposit (EMD), cost of Tender Documents & APS (if any) as specified for the respective works in the above Table Col.4 & 5. The EMD should have been pledged/issued (as applicable) in favour of Municipal Commissioner, Bhubaneswar Municipal Corporation in shape of Term Deposit Receipt or Fixed Deposit Receipt or Demand Draft or Banker's Cheque of any Nationalized or Scheduled Bank(s) or in shape of Small Savings Instrument of Govt. of India or in a combined shape of two or more of the aforesaid financial instruments failing which the bid(s) shall be rejected outrightly. The cost of Tender documents should be in shape of Demand Draft and drawn on any Nationalized/Scheduled Bank in favour of Municipal Commissioner, Bhubaneswar Municipal Corporation without which the bid shall not be considered for evaluation. The Demand Draft to be submitted by each intending bidder for each work towards cost of bid documents should have been issued/drawn on or after the date of issue of this Notice and should essentially remain valid at least for three months from the date of its issue. Similarly, Demand Draft /Banker's Cheque, if submitted by any bidder for any work towards EMD & APS (if any) as described above, should have been issued/drawn on or after the date of issue of this Notice and should essentially remain valid for three months from the date of its issue. In case of interest bearing Security(s) /deposit(s), as mentioned above, to be furnished towards EMD & APS, the invested/deposited amount(s) shall only be taken into consideration as the amount of EMD & APS (if any) furnished for the respective work(s), but not the amount(s) on maturity or the interest(s) likely to be accrued out of the said investment(s)/deposit(s). Accordingly, the intending bidder(s) are urged to furnish the EMD & APS (if any).

2. The EMD of tenderers accepted or proposed to be accepted shall be retained in the Municipal Corporation Office till such time after completion of the work as the competent authority of the Municipal Corporation shall deem fit.
3. On acceptance of valid offer by the Bhubaneswar Municipal Corporation intimation will be given by ordinary post to the participant Contractor for deposit of prescribed amount of I.S.D and execution of agreement and non deposit of I.S.D shall entitle for forfeitures of Earnest money deposited.
4. The successful Contractor who executes a valid agreement with the Bhubaneswar Municipal Corporation shall be called as the executing agency and shall abide by the terms and conditions of the Corporation as prescribed from time to time.
5. The work will be completed in every respect within period of (time of completion) / months from the date of commencement of the work as indicated in the work order by the Bhubaneswar Municipal Corporation.
6. The extension application will be considered in case of delay in completion of work subject to valid reason and timely intimation as stipulated in the agreement to be eventually drawn with the successful Contractor.
7. This D.T.C.N. forms part of the agreement and each page of the DTCN is be signed by the Contractor as a token of acceptance of the terms and conditions of the DTCN as enclosed to the Contract document.
8. If the Contractor stops or slow down the progress of work under any plea whatsoever he shall be liable to pay the full penalty under relevant clause of the contract.

9. All the materials to be used in work should get approved by Engineer-in-charge material testing will be done as per IRC/PWD specification and the expenditure will be borne by Contractor. After completion of the works the Contractor shall arrange at his own cost all requisite and equipments for testing the building roads water supply and sewerage system, electrical Installation if found necessary and bear the entire cost of such test.
10. Item work not covered by Contract will be paid at the current schedule of rates of the Public Health Department/Public Works Department and those not covered by the S.R. will be paid on actual analysis approved by the Executive Engineer.
11. Standard public works Department/Public Health Department/Electrical Department specification of Govt. of Orissa/I.S.I specification where applicable as to be decided by the Engineer-in-charge will be followed in executing the work.
12. The Contractor will make no claim on the rates quantities and amounts that will appear in the agreement and the total work in complete shape will be handed over to Bhubaneswar Municipal Corporation within the time allowed by Bhubaneswar Municipal Corporation.
13. In case of any dispute in the meaning of specification description of items rates, conditions of agreement or due to errors/typo-graphical errors omissions or due to any other reasons the decision of the Executive Engineer, Bhubaneswar Municipal Corporation is final and binding on both parties.
14. No part of contract shall be sublet without written permission of the Municipal Commissioner, Bhubaneswar Municipal Corporation.

Bhubaneswar or transfer be made by power of attorney authorizing others to receive payment on Contractor s behalf.

15. In case of non completion of work the Municipal Commissioner/Mayor Bhubaneswar Municipal Corporation shall have the right to rescind the contract and entrust the balance portion of work to other agency as deemed fit.

Signature of authorized person
Representing Contractor

Executive Engineer, Division-II
BMC

ORISSA PWD / ELECTRICITY DEPARTMENT **CONTRACTOR'S LABOUR REGULATION**

1. **Short Title** – These regulation may be called “ The Orissa Public Works Department / Electricity Department Contractor’s Regulation”
2. **Definition** – In these Regulation, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say –
 - i. “Labour” means worker employed by a contractor of the Orissa Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, by an agent on his behalf
 - ii. “Fair Wages” means wages whether for the time or piecework described by the State Public Works Department / Electricity Department for the area in which the work is done
 - iii. “Contractor” shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract
 - iv. “Wages” shall have the same meaning as define in the Payment of Wage Act and include time and piece rate wages, if any
3. **Display of notice regarding wages, etc** : The Contractor shall
 - a. Before he commence the work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition, in conspicuous place on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district where the work is done
 - b. Send a copy of such notices to the Engineer-in-charge of the work
4. **Payment of Wages:**
 - a. Wages due to every worker shall be paid to him direct
 - b. All wages shall be paid in current coin or currency or in both
5. **Fixation of Wage Period:**
 - a. The contractor shall fix the wage period in respect of which the wages be payable
 - b. No wage period shall exceed one month
 - c. Wages of every workman employed on the contract shall be paid before the expiry of the days, after the last day of the wage period in respect of which the wages are payable
 - d. When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be pay before the expiry of the day succeeding the one on which his employment is terminated

e. All payments of wages shall be made on a working day

6. Water Book and Wage Card :

- a. The Contactor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars –
- i. Rate of daily or monthly wages
 - ii. Nature of work on which employed
 - iii. Total number of days work during each wage period
 - iv. Total amount payable for the work during each wage period
 - v. All deductions made from the wages with an indication in each case of the ground for which the deduction is made
 - vi. Wage actually paid for each work period
- b. The Contactor shall also maintain a wage card for each worker employed on the work
- c. The Engineer-in-Charge may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 10 persons on the work

7. Fines deduction which may be made from wages :

- a. The wages of a worker shall be paid to him without any deduction of any kind except the following –
- i. Fines
 - ii. Deduction for absence from duty, ie for the place or places where by the terms of his employment he is required to work The amount of deductions shall be in proportion to the period for which he was absent
 - iii. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default
 - iv. Any other deductions, which the Orissa Government may from time to time allow.
- b. No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity or showing cause against the such fines or deductions
- c. The total amount of fines which may be imposed in any one wage period on a work shall not exceeded an amount equal to five paisa in rupee of the wages payable to him in respect of that wage period
- d. No fine imposed on any worker shall be recovered from him by installment, or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc :

- a. The contractor shall maintain a register of fines and of all deductions for damage or loss Such Register shall mention the reason for which fine was imposed or deduction for damage or loss was made
- b. The contractor shall maintain a list in English and in the local Indian language

- clearly defining acts and omission for which penalty or fine can be imposed It shall display such list and maintain it in a clean and legible condition in conspicuous places in the work
9. **Preservation of Register:** The wage register, the wage cards and the register of files deduction required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.
 10. **Power of Labour Welfare Officer to make investigation or inquiry :** The Labour Welfare Officer or any other persons authorized by the Government of Orissa on their behalf shall have power to make inquiries with a view for ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations He shall investigate to any complain regarding default made by the contractor, sub-contractor in regard to such provisions
 11. **Report of the Labour Welfare Officers:** The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or inquiry to the Engineer-in-Charge concerned, indicating the extend if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and wages and other dues be paid to the labourers concerned
 12. **Appeal against the decision of Labour Welfare Officers:** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Engineer-in-Charge concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor
 13. **Inspection of Register :** The Contractor shall allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Orissa on his behalf
 14. **Submission of Return :** The contractor shall submit periodical returns as may be specified from time to time
 15. **Amendments :** The Government of Orissa may from time to time , add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Govt of Orissa in that behalf shall be final

DECLARATION CERTIFICATE

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

SIGNATURE OF CONTRACTOR

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals

nor any type of electrical works or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Corporation.
5. Sl. No. of the work in DTCN
6. Name of the work.....
7. My/our Telephone Contact number is_____ and e-mail ID for correspondence is_____. I/We shall promptly and voluntarily intimate the Tender Inviting Officer (Executive Engineer, BMC, Division-II) about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such changes falling which, I/we will be held responsible for any eventual delay/gap in correspondences/communications between me/us and BMC and subsequent follow-up actions and situation which may arise due to such delay/gaps.

(Signature of Tenderer)

Before Sri.....

AFFIDAVIT

I, Sri S/o
Aged of do hereby solemnly affirm and state as follows:

1. That I, am a registered Engineer Contractor, with Chief Engineer,
vide license No, dt., valid up to
2. That as on date, I, am not registered with RPFC (Regional Provident Fund Commission), Orissa, Bhubaneswar and am solemnly affirm that, I shall follow the "**Employees Provident Fund and Misc. Provision Act, 1952 and rules / schemes**", made there under, in case the following work is awarded to me.

Name of the work:-

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

in ward No, of Bhubaneswar Municipal Corporation.

3. That I, shall submit, after execution of work and before payment of any bill, the detail list of labours, such as,
(i).Name.....(ii).Father's Name
(iii).Place of permanent residence.....
.....
(iv). Statement of wages paid to them till the completion of the contract work
.....
.....
4. That, BMC authority will be at liberty to deduct **26%** of the labour component amount of the Contract and shall keep as an **additional security with BMC.**

5. That, in case, I, shall submit the EPF registration certificate, then the additional security, if hold by the BMC, as above shall be released to me without any interest, subject to fulfillment of other compliances / conditions.

6. That, this affidavit is required to be produced before the authority of the Bhubaneswar Municipal Corporation for necessary purpose.

That the facts stated above are true to the best of my knowledge.

Deponent

Identified by me

Advocate, Bhubaneswar.

Deponent

Sworn before me

Notary Public, Bhubaneswar

Before Sri, Notary Public, Bhubaneswar.

AFFIDAVIT

I, Sri, aged, S/o
resident of village/Po, Bhubaneswar, do hereby
solemnly affirm and state as follows:

- 1) That, I am a registered _____ Class Engineer contractor, of the chief Engineer
....., being license No, which is valid upto

- 2) That, in pursuant to works Department letter No 10003/W dt.24.06.01 and
subsequent clarification

FA-R-11/01
letter No 2246/W dt. 03.02.06, I am now claiming the exemption of deposit of
EMD and ISD during
FA-R-11/01
participation of the tender for the work "
....."
in response to NIT No.dt. of Bhubaneswar Municipal
Corporation.

- 3) That, I have not yet participated and claimed for such exemption in three
tenders during this current financial year.

- 4) That, I shall ensure production of my valid original Contractor's licence, during
the opening of the above bid, for subsequent entry in the original contractor's
licence by the Executive Engineer, BMC Division No-I.

That, the facts stated above are true to the best of my knowledge.

Deponent

Identified by me

Advocate, Bhubaneswar.

Deponent

Sworn before me

Notary Public, Bhubaneswar

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-