

GOVERNMENT OF ODISHA



ଅମୃତ ସହର
ବାର୍ଦ୍ଧିକା ଚୌରପାଳିକା, ବାର୍ଦ୍ଧିକା
HOUSING AND URBAN DEVELOPMENT DEPARTMENT

BID DOCUMENT UNDER BARIPADA MUNICIPALITY

OFFICE OF THE BARIPADA MUNICIPAL COUNCIL,
BARIPADA

Tender Reference No : BPDM- 12 of 2016/2017

Tender I.D No : 2017_ORULB_37055



**OFFICE OF THE
BARIPADA MUNICIPAL COUNCIL, BARIPADA**

Phone:-06792-252703, Fax:-06792-252703, Email:-Baripadam.hud@ori.nic.in

No: **765** Date: **25/02/2017**

NATIONAL COMPETITIVE BIDDING THROUGH 'e' Procurement Notice

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

(A) Tender Reference No: **BPDM- 12 of 2016-2017**

Tender I.D No : **2017_ORULB_37055**

DTCN - I

Sl. No.	Description	Critical Dates
1	Procurement Officer – Publisher / Officer Inviting the Tender / Bids (OIT)	Executive Officer, Baripada Municipality, Baripada.
2	Name of the Work	Construction of Park near Sripaddaganj Park, (AMRUT/Baripada)
3	Nos. Of Work	1 no.
4	Estimated cost of the works	₹.77,18,494.00
(i)	Period of availability of tenders on-line for bidding	From Dt. 01/03/2017 (11.00 A.M.) to Dt. 14/03/2017 (5.00 P.M.)
(ii)	Last date & time of seeking clarifications (if any) both on-line & off-line.	Dt. 04/03/2017 (5.00 P.M.)
(iii)	Last date & time of bidding on-line (Submission of Technical Bids & Financial Bids)	Dt. 14/03/2017 (5.00 P.M.)
(iv)	Last date & time of submission of hard copies of the documents through Regd. Post / Speed Post as per Sl. 4 of DTCN Part-I, Section-I	Dt. 17/03/2017 (5.00 P.M.)
(v)	Date & time of opening of the Hard copy Documents received through Regd. Post / Speed Post vide Sl. iv above and Technical Bids received on-line	Dt. 20/03/2017 (4.00 P.M. onwards)
(vi)	Date & time of opening of Price Bid / Financial Bid / DTCN Part -II	To be intimated later to the bidder(s) found qualified after checking and evaluation of hard copy documents received through post and after evaluation of Technical Bids received on-line.

5. Detail Tender Call Notice (DTCN) may also be seen from the Baripada Municipality Website i.e. www.baripadamunicipality.in

Further details can be seen in the DTCN available in the e-procurement portal i.e. www.tendersorissa.gov.in

-Sd-

Executive Officer,
Baripada Municipality.

Memo No. **766** (8) Dt. **25/02/2017**

Copy forwarded to the Collector, District Magistrate, Mayurbhanj, Sub Collector, Baripada, Tahasildar, Baripada, P.A ITDA, Baripada, Executive Engineer, Road and Building, Division, Baripada, Executive Engineer, P.H. Division, Baripada, Executive Engineer, Rural Works Division, Baripada, P.D. DRDA the Office Notice Board for information with a request to display the Tender Notice in their respective Notice boards for wide publication.

-Sd-

Executive Officer,
Baripada Municipality.

Memo No. **767** (3) Dt. **25/02/2017**

Copy to the Advertising Manager, the **SAMAJ** & the **SAMBAD** Odia newspaper daily and the **STATESMAN** English newspaper daily for information. They are requested to kindly publish the same for one day in minimum size and space as per Govt. rate on or before dt.**01.3.2017** and submit bill in duplicate along with **order copy (Xerox)** for payment.

-Sd-

Executive Officer,
Baripada Municipality.

DETAILED TENDER CALLNOTICE (DTCN) - I
INVITATION OF TENDERS

On behalf of the Baripada Municipality (BM), Executive Officer, Baripada Municipality invites **Percentage Rate Bids for the work mentioned below** through **e-Procurement** in conformity with the terms and conditions of this Advertisement and the Detailed Tender Call Notice (DTCN) in Two Bid system (Part-I: General & Technical Bid and Part-II: Financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this DTCN. **Bidders are also required to be registered with Odisha State Government in the class specified in the DTCN and Municipal Registered Contractors of this Municipality or else the successful bidder shall get themselves registered with Govt. of Odisha (If not registered) in appropriate class in line with the requirement of DTCN before signing of agreement.** Agreement is to be drawn up by Baripada Municipality with the successful/selected bidder in the prescribed contract form of Baripada Municipality (attached to the DTCN). Each bid should be submitted on-line through the website www.tendersodisha.gov.in by eligible bidders. The bidders should have necessary Portal Enrolment (Digital Signature Certificate) under e-procurement process of Govt. of Odisha in required class/category. For queries, if any on this DTCN, intending bidders may contact Executive Officer (Tel. No. 06792-252703) and Municipal Engineer-I (Tel. No.9437218614), Baripada Municipality.

Sl. No	Name of the work	Eligible Class of Contractor	Tendered Cost. (In ₹.)	Cost of T.P. + 5%VAT (In ₹.)	E.M.D. 01% (In ₹.)	Period of completion
1	2	3	4	5	6	7
1	Construction of Park near Sripadaganj Park	State Govt. Contractor B & A Class	7718494.00	10000+500	77200.00	180 days

2. Bid documents consisting of works, estimated cost, cost of Tender Paper, E.M.D., time of completion, class of contractor, the schedule of quantities and the set of terms and condition of contract and other necessary documents can be seen in the website www.tendersorissa.gov.in
3. The EMD should have been pledged/issued (as applicable) in favour of Executive Officer, Baripada Municipality, Baripada in shape of Term Deposit Receipt or Fixed Deposit Receipt or Demand Draft or Banker's Cheque of any Nationalised or Schedule Bank(s) or Bank Guarantee from any Schedules Bank, with counter-signature of the Baripada branch of the issuing Bank 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.
4. The Bid documents will be available in the website www.tendersorissa.gov.in **from dt. 01/03/17at 11.00 A.M to dt. 14-3-17 up to 5 P.M. for online bidding.**
5. The Bidder must possess compatible Digital Signature Certificate (DSC) of Class II or Class III
6. Bids shall be received only "on line" **on or before 5 P.M. on dt. 14-3-2017.**
7. Last date & time of seeking clarifications (if any) both on-line & off-line **Dt. 04/03/2017 (5.00 P.M.)**
8. Last date & time of submission of hard copies of the documents through Regd. Post / Speed Post as per Sl. 4 of DTCN Part-I, Section-I **Dt. 17/03/2017 (5.00 P.M.)**
7. Bids received on line shall be **opened at 4.00 P.M. onwards on Dt 20 -3-2017** in the Office of the undersigned in the Presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the Office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
8. After the date and time of receipt of bid is over, the original Bid security and demand draft towards cost of Bid Documents shall be submitted in the Office of the undersigned on or before date and time of opening of Bid as Specified at Para 5 & 6 above, during Office hours on working days failing which the bid will be summarily rejected.
9. The cost of bid documents in demand draft issued from any Nationalized Bank may be prepared in the name of the Executive Officer, Baripada Municipality mentioned under Col. 5 above payable at headquarter of Baripada separately i.e. towards paper cost & Vat of each Bid respectively.(Non-refundable)
10. Other details can be seen in the Bidding documents
11. The Authority reserves the right to cancel any or all the Bids without assigning any reason thereof.

-Sd-

Executive Officer,
Baripada Municipality

INSTRUCTION TO BIDDER

Detail of documents to be furnished.

1. Scanned copies of the following documents to be up-loaded in PDF format in the Website i.e. www.tendersorissa.gov.in
 - a. **Demand Draft towards tender cost and Vat cost**
 - b. **Duly pledged EMD**
 - c. **Valid VAT clearance certificate**
 - d. **PAN Card**
 - e. **Valid Registration Certificate (Both State Govt. & Municipal Registered Contractor)**
 - f. **Original Affidavit(s) sworn before Notary Public or Executive Magistrate (the Affidavit manner/formats attached to the DTCN at annexure – IV to VIII)**
 - g. **Bidder(s) should also submit Declaration Certificate, No Relationship Certificate and List of Tools and Plants in the prescribed format as enclosed to the DTCN at Annexure I to III.**
 - h. **Valid Labour License**
 - i. **In any occasion if the tenderer quotes less rate against the tendered rate, then he/she will have to furnish the differential amount (tendered rate (-) less rate quoted) by way of Demand Draft along with other papers at the time of dropping the tender.**
 - j. **In case of S.C./S.T. contractors preference to his tender will be allowed if he has not done at least three works in a year. But he has to submit his tenders with an affidavit from an Executive Magistrate that he has not executed works more than three in a financial year neither in the Municipality nor in other Department.**
 - k. **EPF Registration Certificate.**
2. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement.
3. DTCN is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN cannot participate in the bidder.
4. The bidders have to produce the original DD towards cost of tender paper, Vat and EMD in approved form before the Tender Opening Authority i.e. Executive Officer, Baripada Municipality on or before the date and time of opening, failing which the bidder will be disqualified.

Eligibility Criteria:-

1. The eligibility criteria for participation in this tender are given below. The tenderers should go through these eligibility criteria before purchasing the tender documents. Tenderer(s) not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will summarily be rejected.
 - a. Tenders not accompanied with the earnest money deposit in the approved forms of security duly pledged in favour of the concerned Authorities as specified in tender call notice shall not be considered at all.
 - b. The intending tenderer(s) should have the valid Registration Certificate as on date of the required class as mentioned in Col-3 of the table in DTCN.
 - c. The intending tenderer(s) should have up to date valid ITCC, (PAN) VAT Clearance, Labour License, EPF Registration.
 - d. D.D. for differential amount of the tendered rate(-)quoted rate.
 - e. Affidavit from an Executive Magistrate showing that if he has not executed three nos. of works in a financial year with preference availed by S.C. /S.T. contractors to be submitted.
 - f. Original Affidavit(s) sworn before Notary Public or Executive Magistrate (the Affidavit manner/formats attached to the DTCN at annexure – IV to VIII)
 - g. Bidder(s) should also submit Declaration Certificate, No Relationship Certificate and List of Tools and Plants in the prescribed format as enclosed to the DTCN at Annexure I to III
 - h. Valid Registration Certificate (Both State Govt. & Municipal Registered Contractor)
 - i. Demand Draft towards tender cost and Vat cost
2. Filled up sealed tenders in complete shape will be received as per DTCN through online.
3. Tender containing extraneous conditions not covered by the conditions here-in-before and herein-after provided and quoting rates of units different from those prescribed in the tender Schedules will be liable for rejection. No Tenderer will be permitted to furnish tender in their own Manuscript form.

INFORMATION FOR THE INTENDING BIDDERS

1. Bid documents consisting of DTCN are available in the e-procurement website i.e. <https://www.tendersodisha.gov.in> (for view, download and bidding) and in Baripada Municipality website www.baripadamunicipality.in (for view and download only).
2. As stated above, it is a two bid (Part-I: General and Technical Bid, Part-II: Financial Bid) e-procurement proposal of Baripada Municipality. As per the corresponding guidelines of Govt. of Odisha, each on-line Part-I Bid must be accompanied with legible scanned copies of valid Contractor's Registration Certificate (License) (save as mentioned at # above), EPF Registration, VAT CC **vide Sl. 1 of Section-III of DTCN Part-I** , PAN CARD, Earnest Money Deposit (EMD)/Bid Security (**save as described at * above**), (**APS vide Sl. 9 below**) and Cost of Tender Documents (non refundable) as specified in the above Table Col.4 & 5. The EMD should have been pledged/issued (as applicable) in favour of Executive Officer, Baripada Municipality, Baripada in shape of Term Deposit Receipt or Fixed Deposit Receipt or Demand Draft or Banker's Cheque of any Nationalised or Schedule Bank(s) or Bank Guarantee from any Schedules Bank, with counter-signature of the Bhubaneswar or Baripada branch of the issuing Bank 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/Schedule Bank in favour of Executive Officer, Baripada Municipality, Baripada without which the bid shall not be considered for evaluation. The Demand Draft to be submitted by each intending bidder 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 towards Bid Security (EMD) 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, the invested/deposited amount(s) shall only be taken into consideration as the amount of EMD furnished for the work, 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 bidders are urged to furnish the EMD.
3. Each on-line Part-I Bid should also be accompanied with legible scanned copies of documents in support of eligibility criteria of the corresponding bidder mentioned at *, #, and other pages of this DTCN. In addition to these, each bidder should also submit Declaration Certificate, No Relationship Certificate and List of Tools and Plants in the prescribed formats as enclosed to the DTCN at annexure-I to III. Without these documents the bid(s) will be liable for rejection.
4. Regarding submission of original documents as a prime component of Part-I Bid, the following instructions are to be followed. The intending bidders should submit their On-Line Generated Bid-Submission Confirmation Sheet, **Original Affidavit(s) sworn before Notary Public or Executive Magistrate**, as applicable to the corresponding bidder(s) in the manner/formats attached to the DTCN at annexure-IV to VIII. **Original Bid Security/EMD (save as mentioned at * above for exemption), Cost of Bid Documents in the shape and manner prescribed at Sl. No.2 above and APS (vide Sl. 9 below)**. Intending bidder(s) eligible to avail exemption of EMD, as mentioned at * above, should submit and enclose original affidavit(s) in the prescribed manner/format enclosed to the DTCN. Requisite supporting document in support of the claimed exemption of EMD (if any) should be submitted along with the corresponding affidavit to become eligible for the aforesaid exemption. **As mentioned at Sl.2 above and Sl.9 below, the "EMD, "Cost of Bid Documents" and "APS" (as applicable) should be submitted in three separate closed envelopes superscribed as "EMD" "Cost of Bid Documents" and "APS" (as applicable), and mentioned above in this Sl., should be placed inside the main envelope along with other documents. These documents and the three applicable financial instruments kept inside closed separate envelopes duly superscribed as above, should be placed in a sealed /closed main envelop superscribed with the Bid Identification No. only.** Name of the work should not be mentioned on this envelop failing which the same shall not be opened and return to the bidder with proper acknowledgement. Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/ inconsistent document(s), the corresponding bid(s) shall be rejected out rightly. No other document(s) should be furnished inside the sealed envelope. The sealed main envelop should be transmitted to the Executive Officer, Baripada Municipality, Baripada (Address to be mentioned) so as to reach him on or before **5.00 PM of Dt. 17/03/2017**. The authority will not be held responsible for postal delay, if any, in the delivery of the documents and non-receipt of the same in time. The authority shall also not be held responsible for any damage caused to the documents during transit & handling. If found necessary for further verification/reference/record, original(s) of any document(s) should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective bid(s) shall be treated as incomplete/non-responsive and hence shall be rejected.
5. Sealed envelopes containing the documents mentioned at Sl. 4 above and the on-line technical bids received shall be opened at **4.00 P.M onwards on Dt. 20/03/17** in the office chamber of the Executive Officer, Baripada Municipality. If the same could not be opened on **Dt.20/03/17** for any reason beyond the control of Baripada Municipality, then the same shall be opened on the next official working/functioning day at 4.00 pm onwards.
6. 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 BM.
7. If the % rate quoted by any bidder for the work is lower than or equal to 15% less(-), then such bid shall be rejected and the tender shall be finalized based on merits of the remaining bids. But, if more than one bid is quoted at 14.99% (decimals up to

two numbers will be taken for all practical purposes) less, the tender shall be finalised through a transparent lottery system where, all such bidders/their authorised representatives may remain present.

8. Additional Performance Security (APS) should be submitted by the bidder(s) if his/her/their bid amount is less than the estimated cost subject to a limit of (-) 14.99%. In such an event, the bidder(s) quoting less bid price/rate(s) than the estimated cost subject to a limit of (-) 14.99%, shall have to enclose the amount of differential cost (rounded to nearest hundred rupees), i.e. estimated cost minus the quoted amount, as **Additional Performance Security (APS)** in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Executive Officer, BM. **The APS should be submitted in a separate closed envelop superscribed as "APS" and should be placed inside the main envelop along with other documents mentioned at Sl. No.4 above.**

In case of the bidder(s) found otherwise eligible, but quoting less bid price/rate(s) than the estimated cost and has/have not furnished the Additional Performance Security (APS) as aforesaid, his/her/their bid(s) will not be taken into consideration for evaluation. **SC/ST Contractors, claiming price preference below estimated cost, as per Works Deptt. Resolution No.27748 Dt.11.10.77, should submit APS in the shape/manner mentioned above for the total amount (rounded to nearest hundred rupees) less than the estimated cost (as applicable) including the amount up to which he/she/they is/are entitled/eligible to avail price preference. Without this APS (as applicable), the respective ST/SC contractors(s) shall not be eligible to avail price preference below estimated cost.**

9. Within 30 days after opening of the Financial Bids (DTCN Part-II), 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 the work on written request(s) and with proper acknowledgement(s). The EMD of L₂ bidder can be refunded in the shape & manner to be decided by BM after finalisation of the tender for the work.
10. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the intended works are to be executed and submit their bids accordingly.
11. In case of any inconsistency or contradict among different clauses/conditions/ instructions/ information furnished in this tender call notice/DTCN, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the Agreement to be drawn by B.M. with the successful bidder, conditions to be stipulated in the Agreement shall be followed for all practical purposes unless any of those condition(s) is/are found redundant/inapplicable and inconsistent with the relevant provisions of OPWD Code/Govt. instructions, as issued and amended till the date of invitation of this tender. In such case(s) the provision(s) in OPWD Code/Govt. guidelines shall prevail over the respective Agreement Condition(s). In case of any dispute between the selected bidder and BM regarding such overriding effect, decisions of BM shall be final & binding without prejudice to the remedies available to either parties under law of the Nation (India). Intending bidders are requested to understand this condition thoroughly and submit their tenders accordingly. For legal dispute(s), if any, the place of occurrence of the dispute(s) shall be treated as the present jurisdiction of BM.
12. Unusual or unilateral interpretation (if any), of any part or whole of the DTCN by any bidder and subsequently by the selected bidder, of any information/condition/provision to be laid down in the agreement (to be drawn between the selected bidder and BM), shall be outrightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from BM, shall be treated as violation(s) of the terms and conditions of this DTCN/agreement and hence, action as deemed fit by BM shall be taken against such bidder(s) or contractor. Under such circumstance(s), BM shall resort to any procedure deemed fit for execution/ completion of the work no claim in any manner by any bidder or the contractor shall be entertained/accepted by BM.
13. 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.

a. Technical Eligibility Criteria.

Bidder should have successfully completed similar work(s) valuing not less than 30% of estimated cost in any 1 (one) financial year during the last 5 (five) years. The value of executed works shall be brought to current price level by enhancing the actual value of work at the rate of 10% for each completed financial year (on Compound Basis)

SIMILAR Work shall mean any "Civil Works or Landscaping/Horticulture Works".

To arrive at the value of completed works, Value of multiple contracts executed in a financial year shall be considered. For this purpose, the Completion certificates given by the authorities for any one financial year shall be considered. In case value of works executed in any one financial year is not available in the Certificates, the same shall be calculated on a pro-rata basis, considering that the total completed value and the time schedule in days.

Documents Required

Bidder shall submit copy of work order(s) and corresponding Completion Certificate (s) of the works constructed by them for completion from not below the rank of Executive Engineer/Appropriate Authority.

b. Financial eligibility criteria.

Bidders should have annual financial turnover of not less than 40% of Estimated Cost in at least one year during last 5 (Five) preceding financial years. Inflation/Escalation @ 10% per financial year (on compound basis) shall be considered on the value of annual turnover of the preceding years.

Bidder shall furnish audited annual financial year statements i.e. balance sheets, profit & loss accounts, corresponding schedules & auditor's report as a part of published/audited Annual Report in support of meeting the financial criteria as mentioned above.

c. Escalation Factor (On Compound basis):

Following enhancement/compounding factors will be used for the costs of works executed and the financial figures to a common base value.

<u>Year before</u>	<u>Multiplying factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

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

GENERAL CONDITIONS OF THE DTCN/CONTRACT

- 1. Odisha VAT Clearance Certificate:** Tenderers are required to submit self attested copies of valid Odisha VAT Clearance Certificates along with their offers, failing which their offers will not be considered for evaluation. Any bidder from outside the State of Odisha intending to participate in this tender but not registered under Odisha VAT Act 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 registered under the Odisha VAT Act as he/she/they has/have not started any business in the State and he/she/they has/have no liability under the said Act. Such tenderer, if became successful, then he/she/they will have to produce the Odisha VAT Clearance Certificate in the required form VAT-612 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 BM.
- 2. Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by BM that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then BM may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as BM may decide just & proper for completion of the procedure(s). The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalisation of the corresponding tender(s) of the bidder(s) or on the tender for the work.
- 3. No Claim for Bidding /Cancellation of Tender, etc:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
- 4. Understanding the DTCN Before Bidding:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (DTCN Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by BM 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.
- 5. Drawl of Agreement:** If L₁ bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding at least for three years in BM and action will be taken to blacklist the contractor. In that case, the L₂ bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L₂ bidder negotiates his/her/their rate and terms and conditions at par with the rate quoted by the L₁ bidder, otherwise the tender will be cancelled.
- 6. Work Programme:** The selected bidder shall submit construction schedule during signing of the agreement. The same shall be approved with necessary modification, if any, by BM. However, BM shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the selected bidder to abide by such changes in construction schedule/bar chart as per direction of BM. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BM.
- 7. Urgent Work:** If any urgent work in the opinion of BM becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-Charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.
- 8. Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BM for information. In case of failure to notify the change(s) within 15 days, BM may, by notice in writing, rescind the contract and the security deposit of the contractor shall, thereupon, stand forfeited and be absolutely at the disposal of BM and, the same consequences shall be ensured as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

9. **Contract not to be Sub-let:** The contractor shall not subcontract/sublet the work assigned to him. If the contractor shall assign or sublet any part or whole of this contract or attempt to do so, the contract shall be rescinded with forfeiture of the EMD, ISD and penalty will be imposed as may be decided by BM.
10. **Payment/Deduction/Withhold/Retention of Duties, Levies, Taxes & Security Deposit:**
- (i) The contractor shall bear all Taxes Duties, Levies, Central and State Taxes Cess, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages, as applicable, & BM shall not entertain any claim whatsoever in this respect other than admissible for payment as per rules and practices. Statutory withhold/deduction of taxes, SD, MSD as applicable, shall be done by BM from each running account bill of the contractor.
- ii. Notwithstanding anything contained in this DTCN, 5% of each bill amount found payable to the contractor, as decided and corrected by BM, shall be withheld by BM from each bill towards performance security. The EMD and ISD (as applicable) with the withheld performance security amount(s) shall be treated as **Security Deposit (SD)** and retained by BM till such period for due fulfilment of the agreement conditions by the contractor vide **Special Conditions of this DTCN Section-VI**.
11. **No Payment for Preparatory/Facilitating Works, etc:** No payment shall be made by BM towards survey and preparatory/facilitating works/items such as; investigation, testing, commissioning, site cleaning and levelling precaution and safety gear, inspection, etc. After the work is finished, all surplus materials, preparatory/facilitating works such as; vat, cement mortar/concrete mixing platform, scaffolding, etc., should be removed from the sites and the sites should be made clean/free from unwanted/unnecessary (as decided by BM) objects/articles both biotic and abiotic in nature. The sites should be cleared and dressed properly with outward slopes away from the structure(s), if any. After the work is completed in all respects, the contractor shall vacate the site within a week from the date of completion & commissioning after making good the damages, if any.
12. **Custody of Materials:** The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BM will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this DTCN/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BM or of, any other agency/organisation engaged/allowed by BM, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which BM shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to BM in required shape and manner or till, BM takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till BM declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by BM.
13. **Supply of Materials:**
- (i) The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of BIS specifications and Codes of Practices or in their absence to other specifications as may be decided by BM. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by BM. In the event of there being no specifications born in the SORs of Odisha for the items required for the work, whether included in the Financial Bid or not, such items of the work shall be carried out by the contractor in accordance with the instructions and requirements of BM.
- (ii) BM shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
- (iii) BM shall have the right for removal from the work sites, of all materials which, in its opinion, are not in accordance with the specifications and in case of default, BM shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

14. Contractor to Provide and Facilitate Inspection, Safety Gear, etc:

- i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that can not be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.
- ii) **Inspection:** BM will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.
 - iii) **Working Platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.
 - iv) **Safe Means of Access:** Safe means of access shall be provided to all working platforms and other working places.
 - v) **Precaution Against Electrical Equipments:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
 - vi) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.
 - vii) **Personal Safety Equipments:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
 - viii) **Precaution Against Fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.
- ix) **Demolition :** Before any demolition work is commenced and also during process of work;
 - a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
 - b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
 - c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
 - d) no floor roof or other parts of the building shall be over loaded with debris or materials which may render it unsafe.

15. Fair Wages Clause:

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

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

BM shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages described above.

- (b) BM shall have the right to enquire whether any labour employed by the contractor is below the age of fourteen years and to refuse to allow any labour below the age of fourteen years for engagement in this work by the contractor.
 - (c) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.
 - (d) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
 - (e) Executive Officer, BM shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
 - (f) Vis-à-vis, **Baripada Municipality**, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
 - (g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.
16. **Contractor to Respond for Disengagement of Unruly Labour/Personnel:** BM are to have round the clock access to the work sites during execution and defect liability period. BM may require the contractor to remove dismiss any labour/representative(s) of person of the contractor's found to be incompetent or ill mannered/behaved or of doubtful background/integrity, etc., and the contractor shall comply with such requirements.
17. **Provision for Workman Compensation:** BM shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court, BM pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.
18. **Contractor to Indemnify BM:** The contractor shall take every precaution not to damage or injure life and/or property of any person/organisation/entity in connection with this work. He shall indemnify and keep BM indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible. BM will not assume any responsibility on this account.
19. **Resident Engineer(s) and Assistant(s):** The contractor shall engage for this work, qualified and experienced Resident Engineer(s) and Assistant(s) to the satisfaction of BM. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of BM which will be binding on the contractor.

20. Odisha PWD / Electricity Department Contractor's Labour Regulations

- 20.1 **“Contractor”** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- 20.2 **“Wages”** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 20.3 **Display of Notices Regarding Wages, etc.:** The contractor shall;
- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
 - (b) Send a copy of such notices to the Engineer-in-charge of the work.
- 20.4 **Payment of Wages:**
- (a) Wages due to every worker shall be paid to him direct.
 - (b) All wages shall be paid in current coin or currency or in both
- 20.5 **Fixation of Wage Period:**
- (a) The contractor shall fix the wage period in respect of which the wages be payable. No wage period shall exceed one month.
 - (b) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
 - (c) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - (d) All payments of wages shall be made on a working day.
- 20.6 **Wage Book and Wage Cards, etc.:**
- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed
 - (c) Total number of days worked during each wage period
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
 - (2) The contractor shall also maintain a wage card for each worker employed on the work.
 - (3) Executive Officer, BM may grant an exemption form the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.
- 20.7 **Fines and Deductions Which May be Made from Wages:**
- (1) The wages of a worker shall be paid to him without and deduction of any kind except the following -
 - (a) Fines
 - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
 - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the Odisha Government may from time to time allow.

- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.
- 20.8 **Register of Fines, etc.:**
- (a) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (b) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.
- 20.9 **Preservation of Register:** The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (twelve) months** after day of the last entry made in them.
- 20.10 **Powers of Labour Welfare Officer(s) to Conduct Investigation or Enquiry:**
The Labour Welfare Officer(s) or any other person(s) authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.
- 20.11 **Report of Labour Welfare Officer(s):** The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to Executive Officer, BM indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.
- 20.12 **Appeal Against the Decision of Labour Welfare Officer:** Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Executive Officer within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Officer, BM but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
- 20.13 **Inspection of Register:** The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Executive Officer or any other person authorized by the Government of Odisha on his behalf.
- 20.14 **Submission of Return:** The contractor shall submit periodical returns as may be specified from time to time.
- 20.15 **Amendments:** The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Executive Officer or any other person authorized by the Government of Odisha in that behalf shall be final.
21. **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the contractor, without prior written permission of BM, shall be considered as breach of contract and BM reserves the right to take such actions as it may deem fit against the contractor.

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

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

ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of Executive Officer (which shall be final & binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Executive Officer, BM.

iv) If the contractor fails to follow and comply with the relevant provisions this DTCN and/or agreement.

v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

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

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

23. **Black Listing:** A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor may be blacklisted.

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.

In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the state.

24. **Force Majeure:** Neither the contractor nor BM shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due to the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the future execution of the contract for mutual settlement.
25. **Jurisdiction for Legal Dispute:** That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.

-Sd-
Executive Officer,
Baripada Municipality

CERTIFICATE OF NO RELATIONSHIP

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

I/We hereby certify that I/We* am/are* **related/not related** (*) to any officer of Baripada Municipality 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 BIDDER

DECLARATION CERTIFICATE

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

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 re-construct / 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 (Baripada Municipality).
6. In case of violation of contents of department's tender documents in shape of extra conditions, or in any form, my / our offer / tender shall be rejected by the department without any intimation to me/us.

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

LIST OF TOOLS, PLANTS & EQUIPMENTS**(As per Section-I, Sl. 2 to 4 of DTCN Part-I)****Proposed to be Deployed by the Bidder for Use in the Work**

Sl. No.	List of plants & equipments	Minimum requirement	Owned by the bidder	To be Leased / Hired by the bidder	Remarks
			Nos. / Qnty.	Nos. / Qnty.	
1	2	3	4	5	6
1.	Concrete Hopper Mixer (tilting hopper type)	1 No.			
2.	Plate / Skid Vibrator	1 No.			
3.	Concrete Breaker	2 Nos.			
4.	Water Tank	1No.			
5.	Dewatering Pump Set from 3 to 5 HP Capacity	1 No.			

SIGNATURE OF THE BIDDER

AFFIDAVIT

(Applicable for All Bidders)

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

1. I, Sri/Smt/Ms.....,Son/Daughter/Wife of, hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,“.....”(strike out whichever is **not applicable**) that, I/we am/are validly registered asClass Contractor under Govt. of Odisha.
2. It is hereby declared that I/we are not currently deprived from tendering in any Govt. Organisation including BM and I/we have furnished the required eligibility documents as a valid tenderer for the above mentioned work.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to BM as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the work mentioned below. I/We also authorise BM to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of BM (if any) and I /we have no objection if such documents either in whole or part are perused, referred and considered.
4. The undersigned undertake to submit further information/ documents as may be requested for/required by BM in connection with this tender within the stipulated period to be intimated by BM either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as non-responsive/incomplete and hence BM shall be at liberty to take any action as deemed fit against me/us as well as to cancel my/our tender for the work and I/we will have no claim against such decision of BM.
5. My/our present address for correspondence isand my/our Telephone Contact number is.....and e-mail ID for correspondence is..... I/We shall promptly and voluntarily intimate the Tender Inviting Officer (Executive Officer) about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and BM and subsequent follow-up action(s) and situation which may arise due to such delay/gap.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work, “**Construction of Park near Sripadaganj park**” invited by Baripada Municipality vide Bid Reference No. -----Dt.----- are true and correct.

(*) - Strike out which is not applicable

(Deponent)

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

AFFIDAVIT

(Applicable for SC/ST Bidders)

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

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

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

or

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

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

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

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

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

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

(*) - Strike out which is not applicable

(Deponent)

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

AFFIDAVIT

(Applicable for Contractors with Physical Disabilities)

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

1. I, Sri/Smt/Ms.....,Son/Daughter/Wife of, hereby declare that I am a registeredClass Contactor with Physical Disabilities within the ambit prescribed in Works Department, Odisha-Resolution No.23934 dt.8.11.91.
2. As per the said Resolution, I am entitled for exemption of EMD & ISD and accordingly, I have submitted tender for the work.
3. Necessary documentary evidence(s) as prescribed in the Tender Notice at * and at Sl.2 to 4 (Information for the Intending Bidders) of Section-I, DTCN Part-I in support of my aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded on-line/submitted along with my tender for the work.
4. In addition to those, other documents and original(s), as required by Executive Officer, BM to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of Executive Officer, BM through telephone/letter/e-mail failing which my tender shall be liable for rejection.

(Deponent)

AFFIDAVIT

(Applicable for the Bidders not Registered under EPF)

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

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

1. That as on date, I/we am/are not registered with RPFC (Regional Provident Fund Commission), and solemnly affirm that, I/we shall follow the "**Employees Provident Fund and Misc. Provision Act, 1952 & rules / schemes**", made there under, in case this work is awarded to me/us.
2. That I/we 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 work
3. That, BM authority will be at liberty to deduct **26%** of the labour component amount of the contract & shall retain it as an **additional security with BM**.
4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by BM without any interest subject to fulfilment of other compliances / conditions.
5. That, this affidavit is required to be produced before the authority of Baripada Municipality for tender purpose.

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

(*) - Strike out which is not applicable

(Deponent)

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

AFFIDAVIT

(Applicable for Engineer Contractors Intending to Avail Exemption of EMD & ISD as per OPWD Code)

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

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

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

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

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

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

(*) - Strike out which is not applicable

(Deponent)

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