



BHUBANESWAR MUNICIPAL CORPORATION

DETAILED TENDER CALL NOTICE (DTCN)

FOR

**“CONSTRUCTION OF APPROACH ROAD AND DRAIN
TO RAY HOUSING COMPLEX AT GADAKANA IN
WARD NO.09”**

ESTIMATED COST: Rs. 3779984.00 Lakhs

Tender/Bid Reference No. BMC-EED-I-03/2018-19 Dt.08.05.2018

Bid Identification No. 2018_ORULB_46641



No.14219 Dt.08.05.2018
BHUBANESWAR MUNICIPAL CORPORATION
COMPETITIVE BIDDING THROUGH e-Procurement
NOTICE INVITING TENDER

Bid Reference No. BMC-EED-I-03/2018-19 Dt.08.05.2018

On behalf of the Commissioner, Bhubaneswar Municipal Corporation (BMC), on-line e-tender **Percentage Rate Bids** are invited by the Executive Engineer-I, BMC from the intending and eligible class/category of bidders in conformity with the Detailed Tender Call Notice for execution of the works mentioned in the DTCN. Contractors validly registered/empanelled under BMC are also eligible to participate for the works having estimated cost up to Rs.4.00 lakhs.

Only the Bid Reference No. (BMC-EED-I-03/2018-19) should be written clearly over (superscribed) the envelop containing the bid documents to be submitted by each intending bidder. Nowhere on the envelop the bidders should write Work Name and/or its Sl. No., failing which, such bids shall be rejected outrightly and will not be opened for evaluation. Such non-opened envelops shall be refunded on demand with proper acknowledgement. The affidavit to be submitted/furnished by the intending bidders should feature Name of the Work and/or its Sl. No. It is, therefore, urged that all the intending bidders should go through the tender call notice and DTCN thoroughly and submit their bids accordingly. In case of any mis-match or inconsistency or contradict among different clauses/conditions/instructions/ information mentioned in this tender call notice or in the DTCN, then necessary clarification shall be issued by BMC on specific request without compromising the transparency. Clarifications required, if any, on any matter related to this tender notice, shall be furnished by an authorized officer, Sri S.C Mallia, HA-cum-Acct., BMC Division No.I (Tel. No.9861094727) (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: **01** No.
2. Place of Execution: Different locations under **Division-I** of Bhubaneswar Municipal Corporation.
3. Estimated Cost of Individual Work: Rs. **3779984/-**
4. Eligible Class of Contractors: Registered Contractors of **Class-‘C’ to Class-‘B’** as indicated against each work mentioned in the tender call notice and **BMC Contractors** for the works having estimated cost up to Rs.4.00 lakhs only.
5. Intending bidders have to participate through “**On-Line**” bidding only. The website for online bidding is <https://www.tendersodisha.gov.in>.
6. The bid documents will be available in the above website from **11.00 A.M of 10.05.2018 to 5 P.M of 21.05.2018** for online bidding.
7. Bids received will be opened at **4.30 P.M onwards on 23.05.2018**
8. The bidder must possess valid and compatible **Digital Signature Certificate (DSC)**.
9. Further details are available in the DTCN. The DTCN for **01** No. of works shall be available during the aforesaid period in the e-procurement portal <https://www.tendersodisha.gov.in> for on-line bidding and in BMC website <https://www.bmc.gov.in> for view, download and information of all concerned.

On behalf of Commissioner, BMC, Bhubaneswar

Sd/-
Executive Engineer
BMC, Division No.I

Memo No.14220 /BMC, Dt.08.05.2018

Copy to M/s. Pearl Advertising Agency, Plot No. 8-A, Sabarasahi Lane, BJB Nagar, Bhubaneswar with a request to publish this notice in all editions of local leading **Oriya Dailies** (“.....” & “.....”) and one **English Daily**, “.....” for one day publication on or before **Dt.** using minimum space & font size of “8” at already approved rate.

Sd/-

Executive Engineer

Memo No.14221 /BMC, Dt.08.05.2018

Copy to PA to Mayor/PA to Commissioner for kind information of Hon'ble Mayor and Commissioner, BMC.

Sd/-

Executive Engineer

Memo No.14222 /BMC, Dt.08.05.2018

Copy submitted to the Addl. Commissioners/CFO/City Engineer//DC, Projects/ Executive Engineer, BMC, Division-II/ZDC-North/ZDC-SW/ZDC-SE/DC, Land/Secretary, Corporation Section, BMC for kind information.

Sd/-

Executive Engineer

Memo No.14223 /BMC, Dt.08.05.2018

Copy forwarded to the Under Secretary to Govt., H&UD Deptt./Water Resources Deptt./Works Deptt./G.A Deptt., Odisha for kind information.

Sd/-

Executive Engineer

Memo No.14224 /BMC, Dt.08.05.2018

Copy submitted to the Engineer-in-Chief(PH), Odisha-cum-Inspector of Local Works, Bhubaneswar Municipal Corporation/Chief Engineer(PH) Urban, Odisha, Bhubaneswar/Collector & District Magistrate, Khurda for kind information with a request to please display a copy of this Notice in his/her office Notice Board for wide circulation and information of the intending bidders.

Sd/-

Executive Engineer

Memo No.14225 /BMC, Dt.08.05.2018

Copy submitted to the Chief Engineer (DPI & Roads), Odisha/Superintending Engineer, Central (R&B) Circle, Bhubaneswar/Executive Engineer, (R&B) Division-I, II, III & IV, Bhubaneswar/Chief Engineer & Engineer Member, BDA, Bhubaneswar/Superintending Engineer, Minor Irrigation Circle, Bhubaneswar for kind information with a request to please display a copy of this Notice in his/her office Notice Board for wide circulation and information of the intending bidders.

Sd/-

Executive Engineer

Memo No.14226 /BMC, Dt.08.05.2018

Copy forwarded to the ITPMU, BMC for hoisting this Notice & enclosed DTCN in BMC website **from Dt.** **to Dt.** for view only and information of all concerned.

Encl: As above in soft copy (pdf)

Sd/-

Executive Engineer

Memo No.14227 /BMC, Dt.08.05.2018

Copy to HA-Cum-Acct., BMC, Division-I/Cashier/Advertisement Section/ Office Notice Board of Bhubaneswar Municipal Corporation for information of all concerned and the intending bidders.

Sd/-

Executive Engineer



BHUBANESWAR MUNICIPAL CORPORATION

INVITATION FOR BIDS

COMPETITIVE BIDDING THROUGH e-Procurement

Bid Reference No. BMC-EED-I-03/2018-19 Dt. DTCN SECTION-I

On behalf of the Commissioner, Bhubaneswar Municipal Corporation (BMC), on-line e-tender **Percentage Rate Bids** are invited by the Executive Engineer-I, BMC from the intending and eligible class/category of bidders (#) in conformity with the Detailed Tender Call Notice for execution of the works mentioned in the table below. Contractors validly registered/empanelled under BMC are also eligible to participate for the works having estimated cost up to Rs.4.00 lakhs.

Only the Bid Reference No. (BMC-EED-I-03/2018-19) should be written clearly over (superscribed) the main envelope containing the bid documents to be submitted by each intending bidder. Nowhere on the envelop, the bidders should write Work Name and/or its Sl. No. failing which, such bids shall be rejected outrightly and will not be opened for evaluation. Such non-opened envelopes shall be refunded/returned on demand with proper acknowledgement. The affidavit to be submitted/furnished by the intending bidders should feature Name of the Work and/or its Sl. No. It is, therefore, urged that all the intending bidders should go through the tender call notice and DTCN thoroughly and submit their bids accordingly. In case of any mis-match or inconsistency or contradict among different clauses/conditions/instructions/ information mentioned in this tender call notice or in the DTCN, then necessary clarification shall be issued by BMC on specific request without compromising the transparency. Clarifications required, if any, on any matter related to this tender notice, shall be furnished by an authorized officer, Sri S.C Mallia, HA-cum-Acct., BMC Division No.I (Tel. No.9861094727) (during office hours only) till the stipulated last date and time of submission of on-line tender.

Sl. No.	Name of the Work	Estimated Cost in Rs.	EMD/Bid Security in Rs. (Minm.)*	Cost of Bid Documents including GST in Rs.	Period of Completion	Eligible Class of Contractor #
1	2	3	4	5	6	7
1	Construction of Approach Road and drain to RAY housing complex at Gadakana in Ward No.09	3779984	37800	6000	45 Days	C & B

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

a. Each bidder who intend to participate in this bidding process through e-procurement for any work, should have/possess necessary Portal Enrolment (Digital Signature

Certificate-DSC) of required category.

b. Each intending bidder should have been validly registered as a Civil Contractor in the required Class under Govt. of Odisha as mentioned in the above table through any Appropriate Public Authority to suit the respective work.

c. Intending bidder(s) registered elsewhere in India under any other appropriate public authority and eligible to participate in this tender as equivalent class/grade of contractor/agency for any work can also participate.

But any bidder falling in above category (c), when became successful in this bidding process, will have to undergo necessary Registration in required Class as a Contractor under any Appropriate Public Authority of Govt. of Odisha before signing the agreement. However, the successful bidder(s) 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 Contractor(s) 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 BMC.

d. Engineering Organisation(s) of Govt. of Odisha/Govt. of India (MES, Railways, etc.) /Union Territory or Engineering Public Sector Undertakings / Enterprises/ Company(s) under Govt. of India, duly authorized by the Appropriate Authority(s) to undertake and execute the respective nature of works mentioned above through on-line bidding, can also participate as bidder(s) of equivalent Grade/Class/Category of Contractor(s) for the corresponding work(s).

e. No consortium or joint venture is allowed to participate in this tender.

f. In addition to the above, the eligibility criteria mentioned elsewhere in this DTCN should be referred and understood by each intending bidder and accordingly submit his/her/their bid.

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 10.05.2018 to 5.00 P.M of 21.05.2018** for view, download and on-line bidding. This DTCN applicable for all the **08 Nos.** of works put to tender in this Notice shall also be available in BMC website <https://www.bmc.gov.in> from **10.05.2018 to 21.05.2018** 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 SI. 13 below)**, PAN CARD, Earnest Money Deposit (EMD)/Bid Security (**save as described at * above**), (**APS vide SI. 10 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 **Commissioner, Bhubaneswar Municipal Corporation** 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 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 Commissioner, Bhubaneswar Municipal Corporation 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. **The EMD should be submitted in separate closed envelop superscribed as "EMD". This envelope containing EMD (as applicable) and superscribed as "EMD" should be placed inside the main envelope containing other requisite documents vide SI. No.4 below.**

3. 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.
4. For each work, the intending bidders should submit their On-Line Generated Bid-Submission Confirmation Sheet, Original Affidavit(s) sworn before Notary Public or 1st Class Executive Magistrate under Govt. of Odisha, as applicable for the corresponding bidders, in the manner/formats attached to the DTCN, **Original EMD/Bid Security (save as mentioned at * above for exemption)** & Cost of Bid Documents in the shape and manner prescribed at SI. No.2 above. Intending bidders **eligible to avail exemption of EMD, as mentioned at (*)** above, should submit and enclose original affidavit(s) for the respective work(s) in the prescribed manner/format attached to the DTCN. Requisite documents in support of the claimed exemption of EMD (if any), should be submitted either through on-line (scanned copy) along with other documents mentioned at SI.2 & 3 above or through hard copy along with the original affidavit as mentioned in this Clause. Without any of this/these document(s), the claim for exemption of EMD and/or ISD, either in full or in part, shall not be accepted and the corresponding bid(s) shall be treated as incomplete/non-responsive due to which the same shall be rejected outrightly. **As mentioned at SI. 2 above and at SI.10 below, the "EMD and "APS" (as applicable) should be submitted in separate closed envelopes superscribed as "EMD" and "APS" and should be placed inside the main envelope along with other documents. The required documents & financial instruments, save as described at SI. 2, 10 and in this Clause, should be placed in a sealed /closed main envelop superscribed with the Bid Reference No. only.** Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/ inconsistent document(s), the bid(s) shall be rejected outrightly. No other document(s) should be furnished inside the sealed envelop. The sealed envelop should be submitted in accordance with the details mentioned in Clause 8 below. 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.
5. On-line bids shall be received till **5.00 P.M of Dt. 21.05.2018**
6. The sealed main envelop duly superscribed with the Bid Reference No. only and containing the documents mentioned at SI. 4 above should be dispatched through Regd. Post/ Speed Post addressed to the Executive Engineer, Division No-I, Bhubaneswar Municipal Corporation, Goutam Nagar, Bhubaneswar so as to reach his office on or before **2.00 P.M of Dt. 23.05.2018**. BMC will not be held responsible for postal delay, if any, in the delivery of the documents and/or non-receipt of the same in time. BMC shall also not be held responsible for any damage caused to the documents during transit & handling.
7. Sealed envelopes containing the documents mentioned in Cl. 4 above and the corresponding tenders/bids, if otherwise not rejected, shall be opened at **4.30P.M**

onwards of **Dt. 23.05.2018** in the office of the Executive Engineer, BMC Division No-I, Engineering Block, Bhubaneswar Municipal Corporation, Goutam Nagar, Bhubaneswar. If the tenders could not be opened on **Dt. 23.05.2018** for any reason beyond the control of EE-I, BMC, then the same shall be opened on the next official working/functioning day at **4.00 pm** onwards.

8. 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-I, BMC.
9. 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.
10. 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.
11. Within 30 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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 drawl 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.
18. 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.
19. 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-I with the successful bidders, conditions of the respective documents constituting the Agreements shall be followed for all practical purposes. In case of any dispute between the respective successful bidder(s) and BMC decisions of BMC 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.
20. 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 outrightly 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 terms 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.

21. 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. Other details can be seen in the DTCN.

By Order of Commissioner, BMC, Bhubaneswar

Sd/-

Executive Engineer
BMC Division No.I

DTCN SECTION-II

GENERAL CONDITIONS OF THE DTCN/CONTRACT

1. **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 BMC for information. In case of failure to notify the change(s) within 15 days, BMC 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 BMC 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.
2. **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 BMC.
3. **Urgent Work:** If any urgent work in the opinion of BMC 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.
4. **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, & BMC 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, penalty (as applicable) shall be done by BMC 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 BMC, shall be withheld by BMC 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 to be retained by BMC till such period for due fulfilment of the agreement conditions by the contractor vide **Special Conditions of this DTCN**.
5. **No Payment for Preparatory/Facilitating Works, etc:** No payment shall be made by BMC 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 BMC) 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.
6. **Custody of Materials:** The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BMC 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 BMC or of, any other agency/organisation engaged/allowed by BMC, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which BMC 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 BMC in required shape and manner or till, BMC takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till BMC declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by BMC.

7. 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 to other specifications as may be decided by BMC. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by BMC. 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 BMC.

(ii) BMC 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) BMC 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, BMC 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.

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

i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.

ii) **Inspection:** BMC 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.

x) Construction and Demolition (C & D) waste materials generated, if any, at the respective work site(s) during execution of the work should be deposited at either of the two selected locations at Kargil Basti, (Pokhariput/Bhimpur)) or Patia (adjacent to Patia Big Bazar-Railway Station Road) as per direction of Engineer-in-Charge.

9. **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.

BMC 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) BMC 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) BMC 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) The contractor shall be primarily liable for all payments to be made under the regulations aforesaid without prejudice to his right to claim, if any.
 - (g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.
10. **Contractor to Respond for Disengagement of Unruly Labour/Personnel:** BMC are to have round the clock access to the work sites during execution and defect liability period. BMC 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.
11. **Provision for Workman Compensation:** BMC 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, BMC pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.
12. **Contractor to Indemnify BMC:** 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 BMC 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. BMC will not assume any responsibility on this account.
13. **Resident Engineer(s)/Assistant(s):** The contractor shall engage for this work, qualified and experienced Resident Engineer(s)/Assistant(s) to the satisfaction of BMC. The Resident Engineer(s)/Assistant(s) shall represent the contractor in his/her/their absence for receiving instructions of BMC which will be binding on the contractor.
14. **Odisha PWD / Electricity Department Contractor's Labour Regulations**
- 14.1 **"Contractor"** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - 14.2 **"Wages"** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
 - 14.3 **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.

14.4 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

14.5 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.

14.6 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) BMC may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.

14.7 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.

- 14.8 **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.
- 14.9 **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.
- 14.10 **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.
- 14.11 **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 City Engineer, BMC 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.
- 14.12 **Appeal Against the Decision of Labour Welfare Officer:** Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to City Engineer, BMC but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
- 14.13 **Inspection of Register:** The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.
- 14.14 **Submission of Return:** The contractor shall submit periodical returns as may be specified from time to time.
- 14.15 **Amendments:** The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.
15. **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the contractor, without prior written permission of BMC, shall be considered as breach of contract and BMC reserves the right to take such actions as it may deem fit against the contractor.
16. **Rescission of Contract:** Subject to other provisions contained in this DTCN or in the agreement, BMC may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claim 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 BMC 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 Engineer-I, BMC (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 Engineer-I, BMC.

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, BMC shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of Executive Engineer-I, BMC 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 BMC including debarring the contractor from participating in BMC 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.

17. **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.

18. **Force Majeure:** Neither the contractor nor BMC 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.
19. **Jurisdiction in the Event of Legal Dispute (if any):** 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 present jurisdiction of BMC 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.

DTCN SECTION-III

[A] MEMORANDUM

(To be filled in during signing of Agreement)

Sl. No.	Name of the Work	:	
1.	Estimated Cost	:	
2.	Name and Address of the Contractor/Selected Bidder	:	
3.	Accepted Tender Value/ Agreement Value	:	Rs.....
4.	Earnest Money Deposit (EMD) vide * of DTCN Section-I	:	Rs.
5.	Initial Security Deposit (ISD) vide * and Sl.17 of DTCN Section-I	:	Rs.
6.	APS Deposit vide Sl. 10 of DTCN Section-I	:	
7.	Percentage to be Deducted & Withheld as Security Deposit from each Payment after Correction, if any, by BMC	:	@ 5 (five)%
8.	Time Allotted for Completion of the Work (from the date of written order to commence)	:	
9.	Date of Written Order to Commence/Stipulated Date of Commencement	:	
10.	Stipulated Date of Completion	:	

Signature of Tenderer / Contractor

[B] FORM OF AGREEMENT

(First page to be filled up and signed in non-judicial stamp paper of worth Rs.10/-)

This contract made on Dt..... between Bhubaneswar Municipal Corporation (BMC) and,
.....
(name and address of the selected bidder, hereinafter called "the contractor").

Whereas, BMC is desirous that the contractor shall execute;

"....." (hereinafter called "the work"), and BMC has accepted the bid of the contractor for execution and completion of the work and rectification of defects, if any, at an accepted tender/ contract price of Rs.....(Rupees.....) only.

Now, therefore, it is hereby agreed upon by BMC and the contractor as follows:

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to those in this DTCN and the contract form as a whole. The DTCN and agreement shall be deemed to form and be read and construed as part of this contract with a view to maintaining the sanctity of this contract for successful execution and completion of the work unless otherwise clarified/redefined at a later stage during the contract remains in force including the defect liability period.
2. In consideration of the payment(s) to be made by BMC, the contractor hereby covenants with BMC to execute and complete the work and rectify the defects therein, if any, in conformity with the provisions of this contract.
3. BMC hereby covenants to pay the contractor in consideration of execution and completion of the work and for rectification of defects, if any, wherein the contract price or such other sum, as may become payable under the provisions of the contract and in the manner prescribed under this contract.
4. The following documents shall be deemed to form parts of the contract/agreement and accordingly, should be read and construed in conjunction with other portions/clauses/conditions of this contract and DTCN.
 - i) DTCN invited for the work including the Short Notice
 - ii) Contractor's bid and negotiation correspondences, if any
 - iii) Letter of Acceptance/Letter of Intent for the work (LOA/LOI)
 - iv) Notice to proceed with the work (Work Order) to be issued by BMC and subsequent instructions of BMC to the selected bidder subject to confirmation of the same, if required, by BMC through written notice(s) to the selected bidder.
 - v) Contract/Agreement form at [C] of this Section for Items, Quantities, Rates and Amounts of the work to be duly signed by and the contractor.

- vi) Instruction/intimation of BMC for execution of extra work(s)/item(s)/quantity(s) found essential for the work and the corresponding rate(s) not covered in the agreement/DTCN and also for curtailment/exclusion of any item(s) of the work from execution.
- vii) Letter/intimation/instruction (including physically and over telephone) of BMC for repair/replacement/defect rectification, if any, with respect to modified quality(s)/specification(s) for such repair/replacement/defect rectification work and allowed time(s) to accomplish the same either during execution of the work or during the defect liability period of 365 days from the officially declared/notified/noted date of completion of the whole work including additional/curtailed items/quantities of the work as per direction of BMC. BMC reserves the right to declare/note the date of completion of the original work and date of expiry of defect liability period which will be binding upon the contractor.

In witness whereof, the aforesaid two parties have entered into this contract on the date mentioned above.

Signature of BMC signed by.....
 (for and on behalf of Bhubaneswar Municipal Corporation)

Signature of contractor signed by.....(authorised signatory in case of firm/company with applicable authorisation letter/declaration attached to this contract)

In the presence of
 (Witnesses)

1. Name:

Address:

Tel No:

Signature

2. Name:

Address:

Tel No:

Signature

Signature of the Contractor
 (Authorised Signatory with Seal, if any)

Signature of BMC
 (Authorised Signatory with Seal)



BHUBANESWAR MUNICIPAL CORPORATION

[C] Contract Agreement Form for Items, Quantities, Rates and Amounts of the Work

*Form No.W.III
(Rule 341)*

Name of the Work:

Name of Contractor:

I/We do hereby agree to execute the under mentioned descriptions of items of the work in accordance with the conditions mentioned in this Agreement and in consideration of payment to be made by BMC at the rate(s) specified in the following schedule for the quantity of work to be executed. Payment(s) for the item(s)/quantitie(s) of the work not mentioned here-in-below, but found required for the work, and when executed/completed as per direction of BMC, shall be governed by **Sl. 6 of the DTCN Section-IV**. All the payments pertaining to the work shall be subject to successful (acceptable to BMC) carrying out of the duties and responsibilities by the contractor till the expiry of defect liability period as declared/noted by BMC. Failure to abide by this condition shall be treated as a breach of contract and under such circumstance(s), BMC shall have the right to take any action against the contractor as deemed fit including economic penalty and/or other punitive measures.

Sl. No.	Description of the Items	Quantity	Rate	Unit	Amount

Note:

a. The work is to be executed with due diligence and in integrated/synchronous manner. The materials to be used by the contractor are to be the best of quality, and in all cases, shall be subject to approval of BMC. Decision of BMC regarding progress achieved and quality of the work done by the contractor shall be final.

b. The executed quantity of various items of the work shall be measured by BMC in appropriate/applicable manner and at different stages. But stage/sequence of payment(s) shall be the prerogative of BMC. Running account bill(s) shall not be preferred ordinarily. However, under exceptional circumstances or upon achievement of desired work progress by the contractor, BMC may consider running account bill payment(s) on request of the contractor. The quantum of running account bill payment, unlike final bill payment, would in any case, shall be less than the corresponding proportionate value of work done and, shall be subject to the statutory deductions such as, income tax, service tax, labour cess, etc. and retentions such as for EOT, SD, etc.

c. BMC may put an end to this agreement at any time in case of bad/defective work and/or it may remove/replace the defective work and while doing so, the actual cost involved, if any, shall be realized from the contractor. No claim in this regard by the contractor shall be entertained.

d. The conditions mentioned above are a few and indicative only. In addition to these, the contract shall also be governed by the details laid down in the documents listed at Sl. 1 to 4 of the above draft agreement form vide **[B]**.

Signature of the Contractor
(Authorised Signatory with Seal, if any)

Signature of BMC
(Authorised Signatory with Seal)

DTCN SECTION-IV

SPECIAL CONDITIONS OF THE DTCN/CONTRACT

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

6. Extra item(s) and its quantity executed /to be executed, if found essential for the work, shall be covered under supplementary agreement to be drawn between the contractor & BMC. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Odisha Schedule of Rates (SOR) of PHEO or Works Deptt. and for the items/components not covered under SOR, local market rate(s) shall be adopted subject to approval of BMC.
7. The contractor shall put his/her/their signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by BMC.
8. (a) Performance Security/Security Deposit (SD) to be retained/withheld @5% of each Running Account Bill vide Sl. 4 of Section-II of DTCN.
(b) This SD along with EMD & ISD shall be retained as an indicative safeguard towards the interest of BMC to ensure that, defect rectification work(s), if any, are executed in time by the contractor during the defect liability period of 365 days after the date of completion of original work as per agreement (including the additional/replaced/curtailed items/quantities). The timeline(s) for the above nature of work(s) to be executed by the contractor shall be communicated by BMC through telephone/physically/e-mail/letter by post and the contractor has to abide by the same failing which, it will be treated as a breach of contract and hence, BMC will be at liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in BMC tenders, blocking of DSC of the contractor, etc.
(c) The actual date of completion of the original work vide (b) above and the corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BMC and the same shall be binding upon the contractor.
(d) The APS (if any) submitted by the contractor shall be refunded within two months from the date of completion of the original work.
(e) The EMD, ISD & Security Deposit(s) (SD) retained by BMC from the contractor's bill shall be considered for release subject to fulfilment of all the conditions of DTCN/Agreement and after checking/scrutiny of the file(s) and expenditure(s) by LF Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
(f) No interest will be paid by BMC on the EMD and/or APS furnished by any bidder, on the EMD, ISD & APS (if applicable) of the contractor and on the amount(s) to be retained/withheld/deducted by BMC from the bill amount(s) of the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

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

CERTIFICATE OF NO RELATIONSHIP

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

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

DECLARATION CERTIFICATE

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

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before 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 undertake the entire responsibility for the structural stability to reconstruct / replace the whole or part of the component of the structure in the event of failure or improper functioning/improper construction within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, labourers, taxes, natural calamities, public nuisance, miscreants or from any account in connection with work within execution of the work till the actual completion period and shall not be entertained by the department (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.

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

AFFIDAVIT

(Applicable for All Bidders)

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

1. I, Sri/Smt/Ms.....,Son/Daughter/Wife of, hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"....."***(strike out whichever is not applicable)*** that, I/we am/are validly registered 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 BMC 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 BMC 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 BMC to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of BMC (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 BMC in connection with this tender within the stipulated period to be intimated by BMC 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 BMC 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 BMC.
5. My/our present address for correspondence isand my/our Telephone Contact number is.....and e-mail ID for correspondence is..... I/We shall promptly and voluntarily intimate the Tender Inviting Officer about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and BMC and subsequent follow-up action(s) and situation which may arise due to such delay/gap.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work, "....." invited by BMC vide Bid Reference No. **BMC-EED-I-03/2018-19 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. 4 of DTCN)

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 Engineer-I, BMC to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of Executive Engineer-I, BMC 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. 4 of DTCN)

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 City Engineer, BMC to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of Executive Engineer-I, BMC 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. 4 of DTCN)**

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, BMC authority will be at liberty to deduct **26%** of the labour component amount of the contract & shall retain it as an **additional security with BMC**.
4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by BMC without any interest subject to fulfilment of other compliances / conditions.
5. That, this affidavit is required to be produced before the authority of Bhubaneswar Municipal Corporation 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 & 4 of DTCN)

- 1) I, Sri/Smt/Ms....., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"....."***(strike out whichever is not applicable)*** do hereby solemnly affirm and state as follows.
- 2) That, I/we am/are a registered Class Engineer Contractor.
- 3) That, I/we herewith claim exemption of EMD during the year.....for participation in the tender for this work.
- 4) That, I/we have not exhausted the facility available to me/us as 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 Engineer-I) 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 Engineer-I, within such time as directed by him failing which action, as decided by BMC, may be taken against me/us and appropriate steps may be taken by BMC 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)