

GOVERNMENT OF ODISHA
HOUSING & URBAN DEVELOPMENT
DEPARTMENT OF ODISHA

MUNICIPAL COUNCIL, BELPAHAR
DISTRICT: JHARSUGUDA

DETAILED TENDER CALL NOTICE (DTCN)

**OFFICE OF THE MUNICIPAL COUNCIL, BELPAHAR.
INVITATION FOR BID**

Bid Identification No. EO/BPHM/01/19-20

NOTICE INVITING TENDER (NIT)

No. 2019 / dt. 09.07.2019.

1. The Executive Officer, Belpahar Municipality on behalf of Belpahar Municipality invites bids on percentage rate basis on online mode in single cover system for works as detailed in the table given below from eligible contractors registered with the State/Central Govt. and contractors of equivalent grade /ULBs contractor for execution of works on production of definite proof from the appropriate authority.

Sl. No.	Name of the Project	Estimated cost in Rs	EMD 1% in Rs.	Cost of Tender Documents	Class of contractor	Period of completion
1	2	3	4	5	6	7
1	Construction of Vending Zone near Kedia complex in W.No.06	₹ 1,998,500.00	19985.00	6000.00	D & C Class, Municipal Contractor	3 Calender month
2	Construction of Vending Zone near Proposed Kalyan Mandap in W.No.06	₹ 1,998,500.00	19985.00	6000.00	D & C Class, Municipal Contractor	3 Calender month
3	Construction of drain with cover slab in front of Proposed Vending Zone in W.No.6	₹ 953,300.00	9533.00	4000.00	D & C Class, Municipal Contractor	3 Calender month

- 2 Bid documents will be available in website www.tendersorissa.gov.in from **10.00** hours on **12.07.2019** to **23.07.2019** by **17.00 hours** for online bidding. The bidders must possess compatible Digital Signature Certificate of class II or Class III.
- 3 Bids must be submitted on "online" on or before **23.07.2019** by **17.00** hours.
- 4 Bids received on "online" shall be opened at. **11.00** hours on **30.07.2019** in the office of the undersigned in the presence of the bidders or their authorized agents who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working days at the same time and venue.
- 5 The bidder is to submit along with bid regarding his experience on successfully completed similar nature of works (civil engineering work of any nature) costing minimum 20% of work value of single work or 30% of work value of two works, during the period from **01.04.2016** to till date (i.e. last date of submission of Bid).
- 6 Bids must be accompanied with scan copy of financial instrument towards bid security (EMD) specified for the work in column No.4 of the aforesaid table, in the form of demand draft/ Banker Cheque on any Nationalised/Scheduled Bank / Fixed deposit receipt of Nationalised/Schedule Bank/ Kishan Vikash Patra/ Post Office Savings Bank Account/ National Savings Certificate/ Postal Office Time Deposit Account duly pledged in favour of the Executive Officer, Belpahar Municipality Belpahar payable at Belpahar, Orissa. Scan copy of the bid security shall be submitted in cover-I of the online bidding.
- 7 Bids must be accompanied with scan copy of demand draft towards cost of tender document non-refundable specified in the work in column No.5 of the aforesaid table. The same shall be in the form of demand draft/ Banker Cheque on any Nationalised/ Scheduled Bank, in favour of the Executive Officer, Belpahar Municipality, Belpahar, payable at Belpahar, Orissa. Scan copy of the demand draft shall be submitted in cover - I of the online.
- 8 The Bid document shall contain scan copy of (i) Registration Certificate, (ii) PAN, (iii) VAT clearance certificate/GST Registration Certificate, (vi) Litigation Certificate (Appendix-A) (vii) Affidavit (Appendix-B), (viii) Experience certificate, (Appendix-C), (ix) List of T & P (Appendix-D), (x) No Relation Certificate (Appendix-E) and check list are available in DTCN), Other document required as per DTCN and special condition if any in cover-I.
- 9 Price bid shall be submitted in cover - I of online bidding.
- 10 **Financial instrument such as cost of bidding document and bid security in original shall have to be deposited before the tender opening authority by Regd. Post/ speed post on or before date and time of opening of bid i.e. from dt. 24.07.2019 to 29.07.2019 during office hours on working days, failing which the bids shall be summarily rejected. Any postal delay will not be responsibility of the undersigned. This is purely responsibility of the bidders.**
- 11 Any bidders desirous to avail any facility as per certain circular/ orders of Govt. have to apply for the same in affidavit along with copy of the circular/order. Scan copy of documents shall be submitted in cover 1 of the online
- 12 The authority reserves the right to cancel any or all bids without assigning any reason thereof .

Sd/-
Executive Officer
Belpahar Municipality.

Memo No. No. 2020 (9) / dt. 09.07.2019.

Copy forward to the Project Director, DRDA-cum-P.D., DUDA Jharsuguda / E.E., R&B / E.E-NH / E.E, RD/ SDO, R&B/ E.E, WESCO, /Sub- Collector /E.E.-cum-ILW, PHED, Jharsuguda / Office Notice Board for wide publication.

Sd/-
Executive Officer
Belpahar Municipality.

DETAILED TENDER CALL NOTICE

- 1 Items rate bids are invited on online mode for works given detailed in the NIT from eligible contractors registered with the State/Central Govt. and contractors of equivalent grade /ULBs contractor for execution of works on production of definite proof from the appropriate authority.
- 2 The Bid documents are available from official website of Government: <http://www.tendersorissa.gov.in> within the time period mentioned as per NIT. The last date and time of submission of Bid is as per NIT.
- 3 The Bid documents (Technical & Finance) will be opened in the office of the Executive Officer, Belpahar Municipality at the time & date as per NIT in the presence of the bidders or their authorized representatives who wish to attend.
- 4 The bid is to be submitted in two covers.
 - (i) Cover-I (Technical) is to contain scanned EMD cost, Cost of bid document (Non-refundable), scanned copy of valid registration certificate, Valid VAT clearance certificate/ GST Registration Certificate, PAN card, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN.
 - (ii) Cover-I (Finance/Price bid/BOQ) is to contain the price bid duly filled by the bidder.
- 5 The online bid must be accompanied with scanned copies of financial instruments towards bid security of the amount as specified in the NIT (col. no. 4) along with the Bid in the form of demand draft/ Banker Cheque on any Nationalised/Scheduled Bank / Fixed deposit receipt of Nationalised/Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Executive Officer, Belpahar Municipality and payable at Belpahar. Bid not accompanied with EMD amount as specified above shall be liable for rejection.
- 6 The online bid must be accompanied with scanned copies of cost of Bid documents (Non-Refundable) in shape of demand draft issued from any Nationalised/Scheduled bank may be prepared in favour of the Executive Officer, Belpahar Municipality, Belpahar and payable at Belpahar the amount specified against the works in the NIT (col. no. 5). The Demand Draft shall be deposited in shape of Bank Draft/Banker cheque prepared on or before the last date of receipt along with the Bid. Bid not accompanied with EMD as specified above shall be liable for rejection.
- 7 Submission of scanned copies of certificate/documents.

The Bidder has to submit scanned copies of the following certificate and documents.

 - a) Valid registration certificate.
 - b) Valid VAT clearance certificate (Form-612)/ GST Registration Certificate.
 - c) PAN CARD
- 8 Submission of other required certificate.

The Bidder is required to submit certificate in prescribed forms.

 - a) Information regarding current litigation, debarring expelling of tender or abandonment of work by me. **(Appendix-A)**
 - b) The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the Urban local bodies. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Appendix-E**

c) The bidder is to submit along with bid regarding his experience on successfully completed similar nature of works (civil engineering work of any nature) costing minimum 20% of work value of single work or 30% of work value of two works, during the period from **01.04.2016** to till date (i.e. last date of submission of Bid) in **Appendix-C**. In this connection scanned copy of such certificate issued by respective competent authorities also required to be furnished with tender along with Appendix-C. It may be categorically made clear that copies work order/agreement made in connection with any work will not be taken in to consideration as experience under any circumstances.

d) Details list of Tools & Plant to be deployed on the work. **(Appendix-D)**

The Contractors are required to furnish evidence of ownership/lease of principal machineries/equipments.

e) The bidder is to furnish scanned copy an affidavit at the time of submission of bid about the authentication of bid documents. Non submission of Affidavit to this effect is to be furnished in **Appendix-B** the bid document will be summararily rejected.

9 The intending bidders are required to submit copies of documents viz original Registration, valid VAT clearance Certificate, PAN card and other documents as per check list duly scanned along with the technical bid in cover I. On opening of Technical Bid the original copies of documents only of which scanned copies have been submitted will be taken up for consideration preferable within 3 working days from the opening of the tender. Copies of any other documents which have not been submitted along with e-tender will not be taken up for consideration, as submission of such copies of documents along with Technical bid is mandatory otherwise the Bid shall be declared as non responsive and thus liable for rejection.

10 Additional performance Security:

Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft/ Term Deposit Receipt pledged in favour of the Executive Officer, Belpahar Municipality within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further. proceeding for blacklisting shall be initiated against bidder.

11 If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalised basing on merits of rest 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 than the estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, where all bidders/ their authorised representatives will remain present.

12 If L1 bidder does not deposit the required ISD/APSD amount within the stipulated period, than the authority shall have right to reject the bid and the bidder shall be debarred from participation in bidding in the next tender and action will be taken against the contractor. In that case, the L2 bidder, if fulfills other required criteria would be called for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoteed by the L1 bidder otherwise the tender will be cancelled.

13 If the contractor fails to complete 50% of the awarded work with in the stipulated duration as per work order, the work order will be cancelled and penal action initiated issuing 1 (one) notice. No further corresspondance in this matter would be initiated.

14 Single Tender received at the first attempt for the Civil works shall be put to re-tendering. As per letter no 3863/HUD,Dated 28.01.2013 Government of Odisha ,Housing & Urban Development Department.

15 All bids received will remain valid for a period of 90 days. The deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.

16 The work is to be completed in all respects within the time period as specified in the NIT. Bidders whose bid is accepted must submit a work programme before start of work.

17 The tender should be strictly in accordance with the provisions as mentioned in the DTCN. Any change in the wordings will not be accepted.

- 18 No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
- 19 Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of Percentage Rate tender:-
- i) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority it is mandatory before making any payment.
 - (ii) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of Municipal authority.
 - (iii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
- 20 The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder.
- 21 The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold well in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
- 22 Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
- 23 The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair- weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.
- 24 In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
- 25 The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
- 26 Schedule of quantities is accompanied in Cover-I (Price Bid). It shall be definitely understood that the Municipality does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
- 27 The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
- 28 The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the Municipal Rule 1953.
- 29 (i) Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) No contract (tender) shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Executive officer. The security will be refunded after One year of completion of the work and payment of the final bill and will not carry any interest.
- (ii) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/ tenderers back out from the offer before acceptance of tender by the competent authority.

- 30 That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
- 31 The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
- 32 Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.1955 and No.IIM- 56/628842(5) Dtd.27.09.1961 as amended from time to time.
- 33 In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Executive Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Executive Officer is final and binding on the contractor.
- 34 The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a) Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal, canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
- 35 After the work is finalized, all surplus materials/debrish should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate, Also payment may be held up failure to comply.
- 36 No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
- 37 It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
- 38 The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.

- 39 Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the Executive Officer during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
- 40 Bidders are required to go through each clause of P.W.D. Form F-2 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form F-2 with latest amendments shall supersede the condition of D.T.C.N.
- 41 All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & late stressing criteria for prestressed concrete bridges specifically for road and bridges issued by MOSRT&H, Govt. of India. MOSRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
- 42 Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
- 43 The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
- 44 Concrete should be machine mixed unless otherwise ordered in writing by the Executive Officer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
- 45 Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. of the 43 grade and above of ACC / OCL / Ultratech make only.
- 46 The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
- 47 After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
- 48 No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
- 49 The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
- 50 The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
- 51 GST will be deducted as per Govt. guidelines from time to time from the contractor's bill,
- 52 The contractor is required to pay royalty to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Executive Officer with their bills, failing which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
- 53 CESS @ 1(one) % of the amount of estimated cost as per Tender Notification read with latest Corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment.

- 54 Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
- 55 Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
- 56 Sample of all material: - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Officer.
- 57 Trial Boring- The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level. While quoting his rates for tender the contractor shall take in to account of the above aspects.
- 58 From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or a anyone in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
- 59 The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
- 60 Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue a Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Municipality Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated, signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the Municipality and shall not be removed from the site of work without written permission of the Executive Officer and to be submitted to the Engineer-in-charge every month.
- 61 Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa P.W.D. Code, Bridge code and MOSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
- 62 No part of the contract shall be sublet without written permission of the concerned Executive Officer or transfer is made by power of Attorney authorizing others to receive payment on the contractor's behalf.
- 63 The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
- 64 Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
- 65 The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
- 66 The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.

- 67 The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
- 68 Number of tests as specified in I.R.C./MOSRT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Executive Officer Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Executive Officer and on both the accounts the cost shall be borne by the contractor.
- 69 i) Besides, the firm / contractor shall install fully fledged field laboratory at work site for conducting required tests as per IRC / MOSRT&H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
- ii) Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Executive Engineer and above.
- iii) After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
- 70 The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
- 71 Even qualified criteria are met the bidders can be disqualified for the following reasons, if enquired by the Department.
- (a) Making a false statement or declaration.
- (b) Past record of poor performance.
- (c) Past record of abandoning the work half way/ recession of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.
- 72 The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
- 73 **The contractor will have to take necessary arrangement for inspection of work by competent Electrical authority and hand over the work to Electrical deptt. (WESCO) against electrical projects.**
- 74 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, Orissa. 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.
- Total: - 74 (Seventy four) clauses only.**

APPENDIX – A

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY ME

TENDERER

- 1 Is the tenderer currently involving in any litigation relating to the works.
If yes: give details: Yes / No
- 2 Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 –years. Yes / No
- 3 Has the tenderer or any of its constituent partner’s failed to perform on any contract work in Belpahar Municipality If yes, give details: Yes / No

Note: If any information in this Appendix is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signature of the Tenderer

APPENDIX- B

AFFIDAVIT

1. Sriaged aboutyears, Son / daughter / wife of Sri at present residing at P.O. Dist.....PIN do hereby solemnly affirm as follows.
2. That I /We posses valid license for execution of work contract issued by and valid up to I am submitting tenders before Executive officer, Belpahar Municipality, Belpahar for execution ofin response to Tender Call Notice No..... dated..... .
3. That I am the authorized signatory on behalf of contractor for the tender for the work mentioned above.
4. I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before Executive office, Belpahar Municipality including cost of Bid document and EMD are all authentic and bona fide documents in the eyes of law of land.

**Signature of the Tenderer/
Authorised signature**

APPENDIX – C

LIST OF COMPLETED / EXECUTED WORKS

Sl no	Description of work	Place & Location	Estimated Value of Works Rs in Lakh	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

(N.B:- Original completion certificate to be scanned along with above **Appendix."C"**)

Signature of Contractor.

APPENDIX- D

DETAILS OF PLANT & EQUIPMENT TO BE DEPLOYED ON THE CONTRACT WORK

SL. No.	List of Plants &Equipments	Nos.	Owned	Leased

The capacity of each plant and equipment should be as per specification. The above equipments either owned or availed on long term lease extended beyond the duration of the work, the authority of which in either case is to be sustained before award of work. The equipment mentioned above must indicate owned or leased. For deploying additional sophisticated equipments by the agency for completion of work, no claim shall be entertained.

Signature of Contractor.

APPENDIX- E

CERTIFICATE OF NO RELATIONSHIP CERTIFICATE

I/We hereby certify that I/we am/are related /not related to any officer of the BELPAHAR Municipality in the rank of Asst. Engineer or above I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD and ISD and I/We shall be liable to make good loss or damage resulting from such cancellation.

Full Name of the contractor-

1. Address for correspondence-

Phone No:

Alternative phone No

2. Permanent Native address-

Village.....

Post/.....

Dist.....

Pincode.....

Signature of Contractor.

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No.	Particulars	Reference as per DTCN	Whether furnished		Reference to Page No.
			Yes	No	
1	Cost of Bid	Clause 6			
2	Cost of E.M.D	Clause 5			
3	Valid Registration Certificate	Clause 7 (a)			
4	Valid VAT clearance certificate	Clause 7 (b)			
5	PAN Card	Clause 7 (c)			
6	Information regarding current litigation, debarring expelling of the tender or abandonment of the work by the tenderer	Clause 8 (a)			
7	Affidavit	Clause 8 (b)			
8	Works Experience Certificate	Clause 8 (c)			
9	List of Tools & Plants and machineries	Clause 8 (d)			
10	No Relationship Certificate	Clause 8 (e)			
11	Other, if any				

Signature of Contractor.