



HOUSING AND URBAN DEVELOPMENT DEPARTMENT

BID DOCUMENT

FOR THE WORKS

UNDER

JATNI MUNICIPAL COUNCIL, JATNI

**OFFICE OF THE
MUNICIPAL COUNCIL, JATNI**

Phone:-0674-2490826, Mail-municipalityjatni@gmail.com

No: 3539

Date:26/11/2020

“e” Procurement Notice

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

- | | |
|--|---|
| 1.Tender Reference No | : EO/JMC/050/2020-21 |
| 2. Tender I.D No: | : 2020_ORULB_64130_1 to 26 |
| 3. Name of the Work | :Civil Construction works as mentioned in website |
| 4. No. of works | : 26 nos. |
| 5. Estimated Cost | :from Rs. 2,15,000.00 to Rs.41,97,742.00 |
| 6. Period of Completion | : 90 days |
| 7. Date &Time of Bidding : | : 1/12/2020 to 10/12/2020 up to 5pm |
| 8. Last date & time for receipt
Of bids in the portal | : 10/12/2020 up to 5Pm |
| 9.Bids received online shall
be opened on | : 14/12/2020 at 11.30am |
| 10. Name and address of the
Officer inviting Bid | : Executive Officer, Jatni Municipality |

Further details can be seen from the procurement portal i.e. www.tendersorissa.gov.in

Executive Officer
Jatni Municipality

Memo No. 3540

Dtd. 26/11/2020

Copy to the News Paper, The Samaj, Oriya, Daily for information. He is requested to kindly publish the same for one day in one edition i.e. on or before 01/12/2020 and submit bill in duplicate for payment.

**Executive Officer
Jatni Municipality**

Memo No. 3541

Dtd.26/11/2020

Copy to the News Paper, The Odisha Bhaskar, Oriya, Daily for information. He is requested to kindly publish the same for one day in one edition i.e. on or before 01/12/2020 and submit bill in duplicate for payment.

**Executive Officer
Jatni Municipality**

Memo No. 3542

Dtd. 26/11/2020

Copy to the News Paper, The Indian Express, English, Daily for information. He is requested to kindly publish the same for one day in one edition i.e. on or before 01/12/2020 and submit bill in duplicate for payment.

**Executive Officer
Jatni Municipality**

Memo No. 3543

DTd.26/11/2020

Copy forwarded to the Collector, Khurda/PD DUDA Khurda/ Superintend Engineer, P.H. Bhubaneswar/Executive Engineer (Road & Building) Division, Khurdha /Executive Engineer, P.H. Division –III, Bhubaneswar /Block Development Officer Jatni/Tahasildar,Jatni/Asst. Executive Engineer P.H Sub-Division Khurdha/Assistant Engineer P.H Section P.H Jatni for information with a request to display the Tender Notice in their respective Notice boards for wide publication.

**Executive Officer
Jatni Municipality**

DETAILED TENDER CALL NOTICE

INVITATION OF TENDERS:

1. The Executive Officer, Jatni Municipality on behalf of Municipal Council invites percentage rate bids in single cover system for the execution of work detailed in the table below from eligible class contractors registered with the State Government / C.P.W.D / empaneled under Jatni Municipality. The proof of registration from the appropriate authority shall be enclosed along with the Bid.

SL.N O	Name of the work	Estimated cost (in Rs.)	Cost of Tender paper (in Rs.)	EMD to be Deposit ed 01% (in Rs.)	Time of compl etion	Class of Contra ctor
1	2	3	4	5	6	7
1	Construction of DRAIN NEAR Habib Badi towards Srikanta Parija Dharitry Office in ward No-5 for 2018-19.	382000.00	2000.00	3820.00	60days	C & D
2	Construction of drain and fixing os slab from Sanjib Routray house to Alia Sahoo house in ward No-5 under UNNATI for 2017-18.	300000.00	2000.00	3000.00	60days	C & D
3	Providing ACP to front side and Maintainance to the outer wall of Jatni Municipality Administrative Block in ward No-8	1737000.00	6000.00	17370.00	60days	C & D
4	Improvement of road from Bira Sethi house to Jena house in Ward No-10	500000.00	4000.00	5000.00	60days	C & D
5	Improvement of road from Bhalu Mishra house to Bhimpur RD road in ward No-10	375000.00	2000.00	3750.00	60days	C & D
6	Improvement of road from Natimangala Lane in ward No-10	300000.00	2000.00	3000.00	60days	C & D
7	Improvement of road from K.Sethi house to Mandir via Bipin Mohanty house in ward No-10	300000.00	2000.00	3000.00	60days	C & D
8	Improvement of road from Bijay Patra house to Dev.Harichndan house in ward No-10	400000.00	2000.00	4000.00	60days	C & D
9	Improvement of road from Sethi Babu house to Suman Pattanaik house in Ward No-11	300000.00	2000.00	3000.00	60days	C & D
10	Improvement of road at Sri Ram Nagar Lane-IV in ward No-11	215000.00	2000.00	2150.00	60days	C & D
11	Improvement of road at Sriram Nagar Lane-III in ward No-11	250000.00	2000.00	2500.00	60days	C & D
12	Development of site for C & D Waist near MCC at Sandhapur in Ward No-11	1793000.00	6000.00	17930.00	60days	C & D

13	Improvement of road from PWD road to Railway Boundary in Ward No-14	400000.00	2000.00	4000.00	60days	C & D
14	Improvement of road & drain from Sita Babu house to Hata Bazar Chack in ward No-14	350000.00	2000.00	3500.00	60days	C & D
15	Improvement of road from Bachhara Main road to KhaliPokhari in W.No.-14	350000.00	2000.00	3500.00	60days	C & D
16	Construction of drain from Tuna Behera house towards Babu Naik house in ward No-15 for the year 2016-17.	800000.00	4000.00	8000.00	60days	C & D
17	Improvement of road from Keshab Rao house to Lokesh Rao house in ward No-19	250000.00	2000.00	2500.00	60days	C & D
18	Improvement of road from Yubhashree Club to Bhalu Samanataray house in ward No-19	250000.00	2000.00	2500.00	60days	C & D
19	Improvement of road from PWD road to Majana road in ward No-21	500000.00	4000.00	5000.00	60days	C & D
20	Construction of drain from Lokanath Parida house to Milan Padia in ward No-22	400000.00	2000.00	4000.00	60days	C & D
21	Improvement of road from PWD road to Gandhagadia Pond in ward No-22	380000.00	2000.00	3800.00	60days	C & D
22	Improvement of road from GB Paikaray house to S.Padhi house in ward No-22	300000.00	2000.00	3000.00	60days	C & D
23	Construction of drain from Lokanath Parida house to Melana Padia drain in ward No-22 for the year 2019-20 under UNNATI .	400000.00	2000.00	4000.00	60days	C & D
24	Improvement of road from Manu Baral house to Saru Mohanty house via Pramod Behera house in ward No-23.	350000.00	2000.00	3500.00	60days	C & D
25	Improvement of road from Netra Behera house to Balaji Das house in ward No-23	350000.00	2000.00	3500.00	60days	C & D
26	Construction of 5 TPD capacity Micro Composting Centre at Sandhapur in Jatni Municipality for the year 2019-20.	4197742.53	6000.00	41977.00	90 days	B & C

2. Bid documents consisting of plans, specifications the schedule of quantities and the set of terms and condition of contract and other necessary documents can be seen in the website www.tendersorissa.gov.in

3. The payment of tender paper cost and EMD have to made electronically in e procurement portal through payment gateway of designated banks such as SBI/ICICI/HDFC bank as per works department office Memorandum No-17254 dt-05.12.2017(Annexure11)

4. The Bid documents will be available in the website www.tendersorissa.gov.in from **dt. 1/12/2020 to 10/12/2020** up to 05 P.M. for online bidding

5. The Bidder must possess compatible Digital Signature Certificate (DSC) of Class II or Class III

6. Bids shall be received only “on line” on or before 5 P.M on **10/12/2020**
7. Bids received on line shall be opened at 11.30Am on **Dt. 14/12/2020** in the Office of the undersigned in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the Office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
8. The bidder should upload their clear scanned copies of valid Contractor’s Registration Certificate, Labour License, EPF Registration, GSTIN Update Clearance certificate, PAN CARD, No relation certificate in shape of Affidavit, Affidavit regarding authenticity of document, document avail price preference in case of ST/SC, Contractors with Physical Disabilities and Engineer Contractors to Avail Exemption of EMD & ISD as per OPWD Code.
9. **All** the original documents with On-Line Generated Bid-Submission Confirmation Sheet, The online remittance of EMD and paper cost should be produce to the Executive Officer Jatni Municipality for verification within three days of opening of Bid, Otherwise the tender will be rejected.
10. The bidder shall have to submit the original documents to the Executive Officer jatni Municipality after opening the e- tender for verification
11. Other details can be seen in the Bidding documents
12. The Authority reserves the right to cancel any or all the Bids without assigning any reason there of.

Executive Officer
Jatni Municipality

INSTRUCTION TO BIDDER

Detail of documents to be furnished.

1. Scanned copies of the following documents to be up-loaded in PDF format in the Website i.e. www.tendrsorissa.gov.in
 - a. **On-line Generated bid submission Confirmation sheet**
 - b. Valid **GST** clearance certificate with last 3months GSTR-3B
 - c. **PAN** Card
 - d. Valid **Registration** Certificate
 - e. Valid Labour License
 - f. Affidavit regarding **correctness of information**/certificate
 - g. Affidavit regarding **no relation** certificate
2. **All** the original documents with On-Line Generated Bid-Submission Confirmation Sheet, The online remittance of EMD and paper cost should be produce to the Executive Officer Jatni Municipality for verification within three days of opening of Bid, Otherwise the tender will be rejected.
3. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement.
4. DTCN is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN cannot participate in the bidder.
5. The payment of tender paper cost and EMD have to made electronically in 'e' procurement portal through payment gateway of designated banks such as SBI/ICICI/HDFC bank as per works department office Memorandum No-17254 dt-05.12.2017(Annexure11).
6. The successful bidder have to produce the Additional Performance Security in shape Demand Draft/Term Deposit receipt pledge in favour of Executive Officer within seven days .If the bidder have not furnished the exact amount of differential cost (i.e estimated cost put to tender minus the quoted amount) as Additional performance security in shape Demand Draft /Term Deposit receipt, the bid shall be cancelled and the security deposit shall be forfeited . Further, proceeding for blacklisting shall be initiated against bidder
7. If the rate quoted by the bidder is less than 15% of the tendered amount than such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimal up to two numbers will be taken for all practical purposes) less than estimated cost, the tender accepting authority will finalized through a transparent lottery system, where all bidders/ their authorized representatives, the Executive Officer and Municipal Engineer will remain present
8. The bidders have to produce the original DD in favour of the Executive Officer, Jatni Municipality, payable at Jatni, towards ISD/ APS along with all the original documents deposited at office of the Executive Officer, Jatni Municipality on the schedule date given in notice failing which the bidder will be disqualified.
9. The executants who have more than two works in incomplete stage after expire of the completion date, without any genuine reasons are not eligible to participate in tender

Eligibility Criteria:-

- 1 .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 , EPF Registration, **GSTIN Update Clearance certificate** , PAN CARD, **remittance of Earnest Money Deposit (EMD)/Bid Security and remittance of Cost of Tender Documents (non refundable)** as specified in the above Table Col.4 & 5 through online mode only. The EMD should have been remitted online through e-payment gateway. The cost of tender documents should be in shape of online mode through e-payment gateway without which the bid shall not be considered for evaluation. Accordingly, the intending bidders are urged to furnish the EMD. **The online remittance of EMD should be submitted in a closed envelop**
2. Each on-line bid should also be accompanied with scanned copies of Declaration Certificate & No Relationship Certificate in the prescribed formats as mentioned in the DTCN without which the bid will be liable for rejection
3. For each work, the intending bidders should submit their On-Line Generated Bid-Submission Confirmation Sheet, Original Affidavit(s)(**with Non-Judcial stamp papers only**) 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 remittance of EMD/Bid Security (save as mentioned at sl no-5 for exemption) & remittance of Cost of Bid Documents** in the shape and manner prescribed at Sl. No.2 above. Intending bidders **eligible to avail exemption of EMD, as mentioned at (sl no-5)** 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 Sl.1 & 2 above or through hard copy along with the original affidavit as mentioned in this Clause.
4. The sealed main envelop duly superscribed with the Bid Reference No. only and containing the documents mentioned at Sl. 3 above should be submitted within seven day from the date of opining of tender to the Executive Officer, Jatni Municipality . Jatni Municipality will not be held responsible for delay
5. 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 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) and subsequent verification of the same by Jatni Municipality

GENERAL CONDITION OF CONTRACT

1. The written agreement in Municipal Form No. Will to be entered into between the successful tenderer here-in-after called the contractor and the Municipal Council Jatni shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the State Govt.
2. The successful bidder have to produce the Additional Performance Security in shape Demand Draft/Term Deposit receipt pledge in favour of Executive Officer within seven days .If the bidder have not furnished the exact amount of differential cost (i.e estimated cost put to tender minus the quoted amount) as Additional performance security in shape Demand Draft /Term Deposit receipt, the bid shall be cancelled and the security deposit shall be forfeited . Further, proceeding for blacklisting shall be initiated against bidder.
3. If L1 bidder does not turn up agreement after finalization of tender, then he shall be debarred from participation in bidding for three year and action will be taken to blacklist the contractor, In that case, the L2 bidder if fulfils other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is lack listed , it will be widely publicised and intimated to all departments of Government and all so Govt. og India agencies working in the state.
4. If the rate quoted by the bidder is less then 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bid. But if more than one bid is quoted 14.99% (Decimal up to two number will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent Lottery system, where all bidders/their authorised representative, the Executive officer, Municipal Engineer and Chairperson of Jatni Municipality will remain present.
5. All the rates and prices in the tender shall cover GST charges and royalties and any other charges.
6. The work is to be completed in all respects within the period mentioned in column 7 of D TCN in calendar months from the date of written order to commence the work.
7. After opening the tenders if a tenderer withdraws him/her self from the completion during the validity of tender. The EMD received along with the tender shall be forfeited and credited to the Council Fund.
8. The Earnest Money Deposit of the unsuccessful tenderers who are not awarded with the work will be refunded on application after the tender is finalized
9. Request for transfer/adjustment of earnest money deposit from other works will not be entertained.
10. Any request from the tender in respect of addition, alternations, modifications, corrections, etc. or either terms or conditions of rates of his tender after opening of the tenders will not be considered.
11. The successful tenderer shall make his own arrangement for all materials T&P machineries required for satisfactory completion of work in time. Unless otherwise specified in the conditions or contract.
12. By submitting a tender for the work, a tenderer will be deemed to have satisfied him by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, medical and labour and food stuffs etc.

13. The detailed list of successful bidder against each work will be displayed in the Office Notice Board. Acceptance letter of the tender will be intimated to the successful tenderer in writing. The successful bidder can collect the letter of acceptance from the office 7(seven) days from the date of declaration of successful bidder on the notice board to avoid postal delay. The tenderer is to deposit the initial security deposit and sign the agreement as prescribed in the Notice Inviting Tenders.

14. Canvassing in any form is prohibited and the tenders submitted by the tenderer who resort to canvassing will be rejected and the tenderer will not be allowed to tender for any other works in this organization.

15. The bidder is to submit along with bid regarding his experience on successfully completed similar nature of works costing minimum 30% of work value of single work or 50% of work value of two works, during the period from **23.09.19** _____ to till date (i.e. last date of submission of Bid) . In this connection scanned copy of such certificate issued by respective competent authorities also required to be furnished with tender. 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.

16. Details of drawing and specifications if any as are not supplied with the tender documents for the work may be seen in the Office of the Executive Officer, Jatni Municipality on Working days during working hours.

17. No escalation of cost in respect of labour, POL, materials & other item. If any will be entertained during the course of execution of work

18. The bill of quantity will be available in website www.tendersorissa.gov.in

19. On no account the contract work should be assigned or subject to sublet without prior approval of Municipal Council, and in such event the contract may be rescinded by Executive Officer ,by giving a notice in writing, The contractor should be duly liable in dimity to the Municipality for any compensation payable by Jatni Municipality to any quarter and in such case the same would-be recovered from the contractor.

20. The contractor should abide by the fair wages clause notified by the Government in Labour Department and in force during the period of execution and shall not pay less than the fairwage fixed by Government to the laborers engaged by him for the work.

21. The Lowest Tendered shall submit the quality test certificate report of materials used in work. as and when required by his own cost.

22. The contractor will use HYSD Bar for reinforcement work and 43 grade OPC cement for execution of the work.

23. The department has the right to inspect the work and can reject partly or fully each structure if found defective in their opinion.

24 . No claim for compensation for any damage caused by rain or any other natural calamities during the execution of work will be entertained.

25. All safety measures are to be taken by the contractor during the execution and till final completion of work by the contractor at his own cost.

26. Under no circumstances interest is chargeable to the contractor for the due or additional dues if any payable to him for the work.

27. All tender received will remain valid for period of 120 days from the date of receipt of tender.

28. 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

29 . 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 Jatni Municipality.

30 Urgent Work: If any urgent work in the opinion of Jatni Municipality 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.

31 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, & Jatni Municipality 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 Jatni Municipality 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 Jatni Municipality, shall be withheld by Jatni Municipality 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 Jatni Municipality till such period for due fulfilment of the agreement conditions by the contractor

i. **No Payment for Preparatory/Facilitating Works, etc:** No payment shall be made by Jatni Municipality 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 Jatni Municipality) 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.

31 Custody of Materials: The contractor shall be responsible for safe custody of his/her/their materials at the work sites and Jatni Municipality 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 Jatni Municipality or of, any other agency/organisation engaged/allowed by Jatni Municipality, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which Jatni Municipality 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 Jatni Municipality in required shape and manner or till, Jatni Municipality takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till

Jatni Municipality declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by Jatni Municipality.

32. 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 Jatni Municipality. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by Jatni Municipality. 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 Jatni Municipality.

(ii) Jatni Municipality 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) Jatni h Municipality 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, Jatni Municipality 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.

33. 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:** Jatni Municipality will have the right to inspect the scaffolding and centering 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 Equipment's:** 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 Equipment's:** 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 selected locations as per direction of Engineer-in-Charge.

34. 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.

Jatni Municipality 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) Jatni Municipality 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) Jatni Municipality 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.

35. Contractor to Respond for Disengagement of Unruly Labour/Personnel: Jatni Municipality are to have round the clock access to the work sites during execution and defect liability period. Jatni Municipality 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.

36. Provision for Workman Compensation: Jatni Municipality 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, Jatni Municipality pays any compensation to honor and abide the order, then the said amount(s) shall be recovered from the contractor.

37. Contractor to Indemnify Jatni Municipality: 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 Jatni Municipality 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. Jatni Municipality will not assume any responsibility on this account.

38. Resident Engineer(s)/Assistant(s): The contractor shall engage for this work, qualified and experienced Resident Engineer(s)/Assistant(s) to the satisfaction of Jatni Municipality. The Resident Engineer(s)/Assistant(s) shall represent the contractor in his/her/their absence for receiving instructions of Jatni Municipality which will be binding on the contractor.

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

- 39.1 **"Contractor"** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- 39.2 **"Wages"** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 39.3 **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.
- 39.4 **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
- 39.5 **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.

39.6 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) Jatni Municipality 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.

39.7 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 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.

39.8 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.
- 39.9 **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.
- 39.10 **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.
- 39.11 **Report of Labour Welfare Officer(s):** The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to Executive Officer, Sundargarh Municipality 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.
- 39.12 **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 Executive Officer, Sundargarh Municipality but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
- 39.13 **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.
- 39.14 **Submission of Return:** The contractor shall submit periodical returns as may be specified from time to time.
- 39.15 **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.

40. Unilateral Stoppage of Work Progress: Unilateral stoppage of work by the contractor, without prior written permission of Jatni Municipality, shall be considered as breach of contract and Jatni Municipality reserves the right to take such actions as it may deem fit against the contractor.

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41. Rescission of Contract: Subject to other provisions contained in this DTCN or in the agreement, Jatni Municipality 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:

- a. If the **contractor** having been given by Jatni Municipality 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.
- b. 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.
- c. If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of Executive Officer, Jatni Municipality (which shall be final & binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Executive Officer, Jatni Municipality.
- d. If the contractor fails to follow and comply with the relevant provisions this DTCN and/or agreement.
- e. 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, Jatni Municipality shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of Executive Officer, Jatni Municipality 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 Jatni Municipality including debarring the contractor from participating in Jatni Municipality 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.

42.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.

43. Force Majeure: Neither the contractor nor Jatni Municipality 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.

44. 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 Jatni 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.

45. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control

OPENING OF THE BID:

46. Bid opening date is specified during tender creation or can be extended with corrigendum This date is available in IFB, tender document as well as the home page of portal Bid opening can be done by the authorized users which are defined during the tender publication / approval stage The bids are encrypted using there public keys and can be decrypted only on or after the Bid Opening due date and time The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time

47. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place Contractors are not required to be present during the bid opening at the opening location if they so desire

48. Each activity is date and time stamped with **user** details For time stamping, server time is taken as the reference

49. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day

50. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

51. The Financial bid of the bidders shall be opened one by one by the designated officers The system shall auto-generate the Comparative statement

52. The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from any where

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 Jatni Municipality & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by Jatni Municipality 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 Jatni Municipality 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, Jatni Municipality 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 Jatni Municipality 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 Jatni Municipality. Municipality 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 Executive Officer/Chairperson, Jatni Municipality regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Executive Officer/Chairperson, Jatni Municipality 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. Jatni Municipality 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 Jatni Municipality and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to Jatni Municipality.
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 & Jatni Municipality. 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 Jatni Municipality.
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 Jatni Municipality.

8. (a) Performance Security/Security Deposit (SD) to be retained/withheld @5% of each Running Account Bill

(b) This SD along with EMD & ISD shall be retained as an indicative safeguard towards the interest of Jatni Municipality 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 Jatni Municipality 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, Jatni Municipality 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 Jatni Municipality 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 Jatni Municipality 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 Jatni Municipality 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 Jatni Municipality 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 Jatni Municipality 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 Jatni Municipality.

ANNEXURE-I**CERTIFICATE OF NO RELATIONSHIP**

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

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

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

AFFIDAVIT

(Applicable for All Bidders)

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 Jatni Municipality 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 Jatni Municipality 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 Jatni Municipality to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of Jatni Municipality (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 Jatni Municipality in connection with this tender within the stipulated period to be intimated by Jatni Municipality 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 Jatni h Municipality 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 Jatni Municipality.
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 Jatni Municipality 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 Jatni Municipality vide Bid Reference No.

are true and correct.

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-III**AFFIDAVIT****(Applicable for SC/ST Bidders)**

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 DTCN in support of my/our aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded on-line/submitted along with my/our tender for the aforesaid work.
5. In addition to those, other documents and original(s), as required by Executive Officer, Jatni Municipality to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of Executive Officer, Jatni Municipality through telephone/letter/e-mail failing which my/our tender shall be liable for rejection.

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-IV**AFFIDAVIT****(Applicable for Contractors with Physical Disabilities)**

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

SIGNATURE OF THE BIDDER

ANNEXURE-V**AFFIDAVIT****(Applicable for the Bidders not Registered under EPF)**

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, Jatni Municipality authority will be at liberty to deduct **26%** of the labour component amount of the contract & shall retain it as an **additional security with** Jatni Municipality.
4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by Jatni Municipality without any interest subject to fulfilment of other compliances / conditions.
5. That, this affidavit is required to be produced before the authority of Jatni Municipality for tender purpose. That the facts stated above are true to the best of my/our knowledge.

(*) - Strike out which is not applicabl

SIGNATURE OF THE BIDDER

ANNEXURE-VI**AFFIDAVIT****(Applicable for Engineer Contractors Intending to Avail Exemption of EMD & ISD as per OPWD Code)**

- 1) I, Sri/Smt/Ms....., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,”.....”(strike out whichever is not applicable) do hereby solemnly affirm and state as follows.
- 2) That, I/we am/are a registered Class Engineer Contractor.
- 3) That, I/we herewith claim exemption of EMD during the year.....for participation in the tender for this work.
- 4) That, I/we have not exhausted the facility available to me/us an Engineer Contractor during the year..... for exemption of EMD & ISD as per Works Deptt. Guideline & OPWD Code.
- 5) That, I/we shall ensure production of my/our valid Original Contractor’s Registration Certificate (license) after or during opening of bids (as per direction of Executive Officer) for the above work for verification and also for subsequent entry of exemption of EMD and ISD(if selected as the contractor for this work and availed the exemption of EMD and ISD in my/our license as per direction of Executive Officer, within such time as directed by him failing which action, as decided by Jatni Municipality, may be taken against me/us and appropriate steps may be taken by Jatni Municipality to facilitate execution of the tendered work.

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER

Total: - 26 pages only

Executive Officer
Jatni Municipality