

ROURKELA MUNICIPAL CORPORATION

Bid Identification No. MC/RMC/40/2026 Tender Call Notice No. 6024 / Date. 08.05.2026

1. Municipal Commissioner, Rourkela Municipal Corporation, Rourkela invites sealed **Percent Rate Bids** through e-procurements for execution of the Electrical maintenance and Street lighting works as mentioned below in the annexure in a table. The bids / Tender should be submitted online in the website: www.tendersorissa.gov.in. From the eligible contractors having appropriate class of HT/MV License as obtained from ELBO. The bidder should have the necessary portal enrolment with his own digital signature certificate. The registered tenderers of out site Odisha can participate in the tender process, after necessary portal enrolment, but shall have subsequently undergo registration with the ELBO authority of the State Govt. before award of the work.
2. The tender in conformity with a detailed tender call notice to be eventually drawn up in Corporation Agreement synonyms to **F2 Contract** agreement form as prescribed by Odisha Public Works Department.
3. **Availability of tender documents**
Bid documents consisting of qualifying information, eligibility criteria of bidders, plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the Govt. website i.e. www.tendersorissa.gov.in with effect from **05.00.00 P.M. on dt. 11.05.2026** To **5.00 P.M. on dt. 29.05.2026**.

Cost of tender document

As mentioned in the Column No. 5 of the Annexure which **Non refundable** in shape of Demand Draft in favour of **Municipal Commissioner, Rourkela Payable at Rourkela issued from any Nationalized Bank or Schedule Bank.**

ANNEXURE

Sl. No	Name of the project	Approximate Value of work (Rs.in Lakh) (Excluding GST)	Cost of tender paper. (Excluding GST)	E.M.D /Bid Security (in Rs.)	Class of Contractor	Period of Completion
1	Provision of Lights in NH Entry Point towards Rourkela at Balughat Chowk under RMC.	18.09	6000 (On line)	18090 (On line)	Having Electrical H.T. and M.V. licence holder	45 days

4. **Eligibility criteria**

The eligibility criteria for participation in this tender are given below. The Bidder should go through these eligibility criteria before participating in the bid. Bidder who submits the bid not fulfilling the eligibility criteria can do so at their own risk as the tender will summarily be rejected.

1. The intending bidder should have valid registration Certificate as on date of the required class as mentioned in **Column 7** of Annexure.
2. The intending bidder should have up to date & valid Income Tax Clearance Certificate (PAN), GST Registration Certificate with capability and resources to perform the contract satisfactory.

5. The tender should be submitted online in www.tendersorissa.gov.in. on or before up to **17.00** hour on **dt. 29.05.2026**. After the submission of bid is over the tender should be submitted to the Procurement officer inviting the bids in the Address as mentioned below

At. : Commissioner, O/o Rourkela Municipal Corporation,
Po. : Uditnagar, Rourkela=769012,Dist.Sundargarh,Odisha.

with the following documents:

- (i) Tender paper cost for the above work will be realized through online e-procurement Portal in the Rourkela Municipal Corporation e-tender online Account **No. 040701000017322 of Indian Overseas Bank, Rourkela.**
 - (ii) Copy of Valid Registration Certificate
 - (iii) Copy of Valid PAN, GST Certificate.
 - (iv) Copy of document for information regarding current litigation / debarring / expelling of tendered or Abandonment of work by the tenderer and required affidavit to that effect.
 - (v) No relation Certificate
 - (vi) Original Affidavit towards authentication of tender document.
 - (vii) Evidence of ownership of machineries and equipment
6. Bids received online shall be opened at **11.00 hour on 30.05.2026** in the office of the Municipal Commissioner, Rourkela Municipal Corporation, Rourkela 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.
7. The bidder should have the necessary portal enrolment with his own digital signature certificate (DSC). The registered tenderers of out site Odisha can participate in the tender process, after necessary portal enrolment, but shall have subsequently undergo registration with the competent registration authority of the State Govt. before award / execution of the work
8. Only eligible contractors qualifying the eligibility criteria and belonging to the appropriate class as mentioned above as per their eligibility should participate in the tender process. The bidders not qualifying the parameters of eligibility criteria shall not participate in the tender process as their Tender / Bid will summarily be rejected.
9. Bidders are to submit only the original Bill of Quantity (BOQ) uploaded by the publisher after entering the relevant fields without any alteration / deletion / modification. Submission of Multiple Bill of Quantities (BOQ) shall be lead to cancellation of bid. In case of Percent Rate Tender the bidders quoting **Zero** value is valid and will be taken as schedule of rates.
10. The Bidder who have quoted less bid price / Rates then the estimated cost as put to tender shall have to furnish the exact amount of different cost i.e. estimated cost as put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft / Term Deposit receipt pledged in favour of Municipal Commissioner payable at Rourkela in a sealed envelope at the time of submission of bids. If not furnished the bid of the concerned bidder will not considered for evaluation. =(Deleted)
11. If the rates quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected and the tender shall be finalized on basis of merits of rest bids but if more than one bid is quoted at 14.99% (Decimals up to two number 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

12. The tender should be prepared in accordance with the provisions as mentioned in the tender schedule. In the change of wordings and conditions will not be accepted. Tender consisting extraneous conditions, not covered by Detail Tender Call Notice DTCN are liable for rejection and tender should be submitted with all relevant documents as sought / referred in the DTCN.
13. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the state are required to furnish Additional 1% of the amount as put to tender towards Bid security in addition to the Earnest Money Deposit.
14. Tenderer represented through power of Attorney holder should ensure that the power of attorney is duly signed and identified through an affidavit from the registering authority containing the photograph of both the license holder and the person to whom the power of Attorney is given failing which the tender will be considered for rejection
15. The contractors, who are exempted from the deposit of EMD should produce the necessary original license or any other Notification/Orders issued by competent authority in support of exemption of EMD at the time of opening of the tender.
16. The engineer contractor willing to avail the exemption of EMD will submit the scan copy of affidavit to avail the exemption along with bid documents and the original affidavit will be submitted before opening of bid. Affidavit should contain how many times such facilities have been availed by him prior to this during the current financial year. Otherwise they will not be entitled to avail such facilities.
17. Tenders shall be valid for 90 (Ninety) days from the last date of submission of the tender.
18. The work has to be complete in 03 (Three) Calendar Months from the date of issue of the Work Order. Tenders having sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.
19. After opening of the Technical bid, the original documents , deposit of paper cost as per requirement of the DTCN will be verified at the offices of the undersigned, Rourkela Municipal Corporation within 3(three)working days of opening of the bid.
20. Other details can be seen in the bidding documents.
21. The authority (RMC) does not bind itself to accept, the lowest of any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons thereof what so ever. Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be reject.
22. Any addendum issued shall be part of the bidding documents and shall be notified in the website www.tendersorissa.gov.in / notice board and through paper publication.
23. **The MSME is not be applicable to procurement of services including work contracts (including EPC Contracts) vide MSME Department Notification No. MSME-IPE-MISC-0060-2019/566/MSME, Bhubaneswar, Dated. 24.01.2024.**

Municipal Commissioner,
Rourkela Municipal Corporation

Memo No. 6025 / Date. 08.05.2026

Copy forward to the A.D.M, Rourkela / Secretary, RDA / E.E., R&B / E.E.-NH, Rkl. / E.E., PHED, Rkl / PA, ITDA, Panposh / E.E., TPWODL, Rkl. / and office notice board for wide publication.

Municipal Commissioner,
ROURKELA MUNICIPAL CORPORATION

Memo No. 6026 / Date. 08.05.2026

Copy submitted to Joint Director /Dy. Director, I & P.R (Advt.) Deptt., Odisha, Bhubaneswar with a request to publish the notice in two Odiya daily (all Odisha publication) for one day on or before **12.05.2026** using minimum space & font size of “8”.

Municipal Commissioner,
ROURKELA MUNICIPAL CORPORATION

INSTRUCTION TO THE TENDERERS

(Instructions for filling / submitting tenders)

1. General :

- a) The Rourkela Municipal Corporation herein after referred to as RMC is desirous of awarding contract for execution of the work as noted in the notice inviting tender.
- b) All the Bids shall be prepared and submitted in accordance with these instructions.
- c) Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the RMC will in no case shall be responsible or liable for these costs.
- d) The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred / sold to the other party.
- e) The RMC reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the RMC the data in support of DTCN requirement is incomplete.
- f) The Bidder is expected to examine all instructions, forms, terms and conditions and specifications in the Bid documents. Failure to furnish all information required in the Bid document or submission of a Bid not substantially responsive to the Bid documents in every respect may result in rejection of the Bid. However, the RMC decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the company.
- g) The RMC reserves the right to split the order among various successful tenderers in any manner he chooses without assigning any reason whatsoever.

2. Commercial terms and conditions :

1. Definitions and Interpretation :

The following terms & expressions as used in the Contract shall have the meaning defined and interpreted hereunder :

- a) **RMC** the terms RMC shall mean Rourkela Municipal Corporation having its main office at Uditnagar and shall include its authorized representatives, agents, successors and assigns.
- b) **Contractor** : Shall mean the successful tenderer / vendor to whom the contract will be awarded and shall include its authorized representative, agents, successors, and assigns.
- c) **Contract Specification** : The terms "Contract" specification shall mean the technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly / referred to or implied as such in the contract.
- d) The terms "Technical specification" shall mean the technical specification of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly / referred to or implied as such in the contract.
- e) The terms "Site" shall mean the working location in RMC area.
- f) **Engineer in Charge** : "Engineer-in-Charge" means the authorized representative of RMC for the purpose of carrying out the work. For this work order Engineer-in-Charge shall be respective Executive Engineer/ Municipal Engineer.
- g) **Good Industry Practice**: means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of undertaking similar to the one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.
- h) **Effective date** : means the date when contractor through its authorized representative places its signature on the duplicate copy of this order.

- i) **Rate** the unit rates for the work to be carried out at site shall be as per finalized unit rates through tender and payable by company to the contractor for the due, complete and proper performance of the jobs covered under this order.
- j) **Validity of Contract :** This order for Execution of the work be valid for one year from the date of issuance.
- k) Contract performance security Bank Guarantee :

3. Disclaimer :

- (a) This document includes statements, which reflect various assumptions, which may or may not be correct, Each Bidder / Bidding consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources in their own interest.
- (b) Neither RMC nor its employees will have any liability whatsoever to any bidder or any other person under the law of contract, the principles of restitution of unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this document, any matter deemed to form part of this documents, provision of services and any other information supplied by or on behalf of company or its employees, or otherwise a rising in any way from the selection process for the work.
- (c) Though adequate care has been taken while issuing the Bid document the bidder should satisfy itself that documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- (d) This document and the information contained herein are strictly confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors.)

4. Cost of Bidding :

The Bidder shall bear all cost associated with the preparation and submission of its Bid and the RMC will in no case be responsible or liable for those costs.

5. Bidding documents :

- (a) The scope of work, Bidding procedures and contract terms are described in the bidding documents. In addition to the covering letter accompanying bidding documents, the bidding documents include.
 - (i) Notice Inviting tender : Section-I
 - (ii) Instructions to Bidders : Section-II
 - (iii) Bill of Quantity : Section-III
 - (iv) Technical specifications : Section-IV
- (b) The bidder is expected to examine the bidding documents, including all instruction, forms, Terms and Specifications, Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

6. Amendment of Bidding documents :

- (a) At any time prior to the deadline for submission of Bids, the RMC may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by Amendment.

- (b) The Amendment shall be part of the Bidding documents, pursuant to clause 5A, and it will be notified in the website to all bidders who have received the bidding documents and confirmed their participation to Bid, and will be binding on them.
- (c) In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the RMC may at its discretion, extend the deadline for the submission of Bids.

7. Preparation of Bids

(a) Language of Bid :

The bid prepared by the bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the RMC shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

- (b) The bids may consist of general arrangements of drawings or any other relevant information to the work for which bid has been invited. Bidder may download these drawings and take out the print for detail study and preparation of his bid.
- (c) The bidder shall go through the bid document carefully and list the documents including cost of the tender, bid security, declaration form, price bid etc and store in his system for preparation of the tender.
- (d) The participating bidders have to furnish an undertaking “**Not been blacklisted** in the recent past by any Central / State Govt. and Public Sector Undertaking” along with requisite documents for participating in the tender. Fail to submit the same, results in disqualification of the bid of the concerned bidder.

8. Bid Prices

(a) Bidders shall quote for the entire scope of work with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the prices quoted by the bidder shall be “Firm” and not subject to any price adjustment during the performance of the Contract “A bid submitted with an adjustable price / price variation clause will be treated as non-responsive and rejected.

(b) Price shall be quoted in India Rupees Only.

9. Documents comprising the bid :

The bid prepared and submitted by the Bidder shall comprise the following components:-

- (a) Bid form, Price & other schedules (Strictly as per format) and Technical data sheets completed in accordance with Technical specification.
- (b) All the bids must be accompanied with the following documents :
 - (i) Tender paper cost for the above work will be realized through e-procurement Portal in the Rourkela Municipal Corporation e-tender online Account **No. 040701000017322 of Indian Overseas Bank, Rourkela.**
 - (ii) Copy of GST Certificate.
 - (iii) Copy of PAN Card.
 - (iv) Copy of Registration Certificate./Similar nature work experience certificate.
 - (v) Affidavit regarding correctness of information / Certificate.

- (vi) Affidavit regarding no relation certificate in prescribed format.
- (vii) Tenderer represented through power of Attorney holder should ensure that the power of attorney is duly signed and identified through an affidavit from the registering authority containing the photograph of both the license holder and the person to whom the power of Attorney is given falling which the tender will be considered for rejection.
- (c) Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his / her bid shall be declared as non-responsive thus liable for rejection.

10. Earnest Money Deposit :

- (a) Tender paper cost for the above work will be realized through e-procurement Portal in the Rourkela Municipal Corporation e-tender online Account **No. 040701000017322 of Indian Overseas Bank, Rourkela.**
- (b) EMD will not carry any interest. Earnest money deposited by unsuccessful tenderer will be refunded after tender finalization through online mode. **(DELETED)**
- (c) The EMD may be forfeited in case of :
 - (i) If the bidder withdraws its bid during the period of bid validity specified by the bidder in the Bid form or
 - (ii) In the case of successful bidder, if the bidder does not Accept the work order or furnish the required performance security.

11. Security Deposit :

- (a) Contractors shall in each case be required to deposit one percent of the estimated cost of work tendered for as earnest money while offering tenders, and one percent as initial security at the time of acceptance of tender provided, however that the contractors having fixed security deposit as prescribed for the various classes of contractors, with the Registering Authorities either in cash or in the shape of interest bearing security shall be exempted from this requirement.
- (b) The security deposit is refundable after 1 year or such period as specified in the agreement from the date of satisfactory completion of the work provided that the contractors final bill has been paid. If however, there is inevitable delay in the payment of final bill of the contractor, the earnest money deposit and initial security deposit forming part of the security deposit may be refunded.
- (c) If it is found that the contractor has misrepresented that facts or has attempted to secure or has secured the work by misrepresenting the facts or by submitting false or forged documents then the Entire Earnest Money submitted by the contractor and or the Performance Guarantee and/ or the Security Deposit as the case may be, shall be liable to be absolutely forfeited and such contractor / individuals shall also be liable to be prosecuted for cheating / forgery / fraud etc as per law.
- (d) Security deposit should be refunded to the person or firm or company who deposited the same. In the event of death or a person or dissolution of firm or company before refund of security deposit, payment should be made to the legal heirs or receivers after proper enquiry.
- (e) Upon acceptance of the tender, the successful tenderer shall within a period of 7 days from the date of written intimation of the acceptance of the tender deposit with the concerned authority a sum of such amount towards initial security as would together with

the earnest money make two percent of the work as per the accepted tender and sign in the corporation agreement synonyms to the F2 contract agreement form as prescribed by Odisha public works department with Municipal Commissioner of RMC .

12. Additional performance Security:

The Bidder who have quoted less bid price / Rates then the estimated cost as put to tender shall have to furnish the exact amount of different cost i.e. estimated cost as put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft / Term Deposit receipt pledged in favour of Municipal Commissioner payable at Rourkela

- (i) Term Deposit of any Nationalized Bank / Schedule Bank which shall be valid for a minimum period of 3 months from the date of submission of tender.
- (ii) Demand Draft on any Nationalized Bank / Schedule Bank.
- (iii) National Savings Certificate (NSC) / post office savings Bank Account / Post Office Time Deposit Account.,

13. Validity of Bids :

- (a) Bid shall remain valid & open for acceptance for a period of 90 days from the last date of submission of bids.
- (b) Notwithstanding Clause 13.(a) above the RMC may solicit the bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing and sent by Regd. Post / Speed Post / Fax.

14. Alternative Bids :

- (a) Bidders shall submit bids, which comply with the bidding documents. Alternative bids will not be considered. The attention of bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

15. Format and Signing of Bid :

- (a) The bidder will submit their technical bid and price bid on-line. The financial bid shall consist of Bill of Quantities (BOQ) and any other price related information including rebates.
- (b) The bidder shall upload scanned copies of documents in support of eligibility criteria and qualification information in prescribed format in PDF format to the portal in the designated location of the technical bid.
- (c) The bidder shall write his name in the space provided in the specified location in the protected Bill of Quantities (BOQ) published by the Officer inviting tender. The bidder has to follow the necessary instruction while filling up the financial part of the tender.
- (d) Bids cannot submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The bidder should ensure correctness of the bid prior to uploading and take print out the system generated summary of submission to confirm successful uploading of the bid. Any bid receipt by the RMC after the deadline for submission of Bids prescribed by the company, pursuant to Clause 16.0, will be declared "Late" and rejected and returned unopened to the Bidder.
- (e) The date and time of bid submission shall remain unaltered even if the specified date for the submission of the bids declared as a holiday for the officer inviting the Bids.

- (f) The entire bid uploaded by the bidder to the portal will be encrypted and the encrypted bid can only be decrypted / opened by the authorized openers on or after the due date and time.
- (g) If the bidders are submitting their original documents through post / courier service during the time of submission, then it has to reach the concerned authority within the stipulated time period. The department will not be responsible for any postal delay / other delay during receipt of the document.

16. Resubmission and withdrawal of Bids :

- (a) Resubmission and withdrawal of Bids is possible, if the option is allowed by the procurement officer-publisher while creation of the tender. The actions which may be taken in case of withdrawal of Bids at different stages of tender, are as indicated below and to be incorporated in the Notice Inviting Tenders.
 - (i) If the withdrawal is within the deadline of bid submission, the EMD will be refunded. **(DELETED)**
 - (ii) If the request of withdrawal is received after deadline of bid submission and before opening of technical bid, the bidder will be disqualified and his EMD will be forfeited and the technical bids of remaining bidders will be opened.
 - (iii) If the request of withdrawal is received after opening of technical bid and before opening of price bid, the bidder will be disqualified and his EMD will be forfeited and other penal actions as prescribed in the NIT will be taken and price bid of remaining bidders will be opened.
 - (iv) If the L1 bidder withdraws his bid after opening of price bid and before issue of Letter of acceptance (LOA) then his EMD will be forfeited and re-tender shall be done in which he / she will not be allowed to participate.
 - (v) If the L1 bidder withdraws his bid after issue of LOA then his EMD will be forfeited, other penal action as per NIT will be taken and re-tender shall be done in which he / she will not be allowed to participate.
 - (vi) If the bidder failed to submit the modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
 - (vii) The bidder can withdraw his bid before the closure date and time of receipt of the bid uploading scanned copy of a letter addressing to the Procurement officer-Publisher citing reason of withdrawal.

17. Evaluation of Bid :

(a) Process to be confidential :

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the company's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

(b) Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, the RMC may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

18. Preliminary examination of Bids / Responsiveness :

- (a) RMC will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- (c) Prior to the detailed evaluation, company will determine the substantial responsiveness of each bid to the Bidding documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding documents without material deviation.
- (d) Bid determined as not substantially responsive will be rejected by the RMC and / Or the RMC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19. Evaluation and comparison of Bids :

- (a) The evaluation of Bids shall be done based on the delivered cost competitiveness basis.
- (b) The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage the Bids would be subjected to a responsiveness check. The Technical Proposals and the conditional ties of the Bidders would be evaluated.
Subsequently, the Financial Proposals along with supplementary financial proposals, if any, of Bidders with techno-commercially Acceptable Bids shall be considered for final evaluation.
- (c) The RMC evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this clause.
 - (i) Work completion schedule
 - (ii) Conformance to Qualifying Criteria
 - (iii) Deviations from Bidding Documents

The cost of all quantifiable deviation and omissions from the specification, terms and conditions specified in bidding documents shall be evaluated. The RMC will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price" Bid prices quoted by Bidders shall remain unaltered.

20. Award of Contract :

- (a) From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the RMC on any matter related to the Bid, it should do so in writing.
- (b) Any effort by a Bidder to influence the RMC and / or in the RMC decisions in respect of Bid evaluation, Bid comparison or contact Award, will result in the rejection of the Bidder's Bid.

21. The RMC Right to Accept any Bid and to reject and to All Bids.

- (a) The RMC reserves the right to accept or reject any bid and to annual the Bidding process and reject all Bids at any time prior to award to contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the RMC action.

22. Award Contract :

- (a) The RMC will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated responsive Bid, provided further that the RMC has been determined to be qualified to satisfactorily perform the contract, RMC reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided the bidders agree to come to the lowest rate.

23. The RMC right to Vary Quantities :

- (a) The RMC reserves the right to vary the quantity i.e. increase or decrease the numbers / quantities without any change in terms and conditions during the execution of the order.

24. Letter of intent / Notification of Award

The letter of intent / Notification of award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent / Notification of award by RMC.

25. Corrupt or fraudulent practices :

- (a) The RMC requires that the Bidders observe the highest standard of ethics during the procurement and execution of the work. In pursuance of this policy, the RMC.
 - (i) Defines, for the purposes of this provision, the terms set forth below as follows :
 "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them or induce other to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution and " Fraudulent practice" Means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the company, and includes collusive practice among bidder (prief to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the company of the benefits of free and open competition.
 - (ii) Will reject a proposal for award if determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- (iii) Will declare a firm ineligible, either indefinitely or for a started period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for on in executing, a contract.
- (iv) Furthermore, bidders shall be aware of the provision stated in the Terms and conditions of Contract.

26. Agreement :

The Written agreement in P.W.D. form F2 to be interred into between the successful tenderer here in after called the contractor and the State Govt. shall have 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 the behalf of the State Govt.

Affidavit**DECLARATION CERTIFICATE**

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

SIGNATURE OF BIDDER

**PROFORMA FOR AFFIDAVIT REGARDING
AUTHENTICATION OF TENDER DOCUMENT**

(for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

**Affidavit to be submitted by the bidder
On Non Judicial Stamp Paper (minimum value of Rs.10).**

AFFIDAVIT

I/We, -----, solemnly declare that :

1. I/We am/are submitting Tender for Work /supply of -----
----- against NIT No.-----
----- dated -----, vide Bid ID -----
2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All documents to be produced by me/us before the Tender Committee for verification in support of the information furnished by me/us on-line are valid and authentic.
4. If any information furnished by me/us on-line and documents produced before Tender Committee for verification is found to be false/incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and banning/ delisting of our firm for a minimum period of 01 (one) year.
5. I/We neither related to any officer below the rank of JE working under RMC Nor any elected representative of the Municipal Council Rourkela.
6. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named "-----" for a period of ----- year/s, effective from ----- to -----

Signature of the Bidder
Dated-----

Signature & Seal of Notary

Annexure B**CERTIFICATE OF NO RELATIONSHIP**

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

Annexure-C**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER**

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) 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. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. Yes / No
- b) If yes, give details:

Other parties	Employer	Cause of dispute	Amount involved	Remarks showing

Note:

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

Signature of the tenderer

Annexure - D

8. Affidavit Regarding Abandoned of any Works and Undertaking

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s
..... have abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

9. Statement of Ethical Conduct, Fraud and Corruption

We, the undersigned confirm in the preparation of our bid that:

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.
3. That neither we, nor any of our employees, associates, agents, shareholders, partners consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.
4. We understand our obligation to allow the Government of Odisha to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. In connection with this procurement exercise and any contract that is awarded to us as a result thereof, no payments have been made or will be made by us, our associates, agents, shareholders, partners or their relatives or associates to any of the staffs, associates, consultants, employees or relatives of such who are involved with the procurement process, contract implementation, and the issuance of progress payment on behalf of the purchaser, client or employer.

Signed: *[signature of person authorized by the Bidder to sign the bid submission form and whose name and title are shown below]*

Name: *[insert full name]*

Title: *[insert official title]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

13. BID VALIDITY

We hereby undertake that our bid for the above stated work shall remain valid for a period of 3 (Three) months from the date of opening. In case of our revoking or canceling the bid within the validity period, RMC is entitled to forfeit the Earnest Money Deposit paid by us along with the bid.

(SIGNATURE OF BIDDER)

AFFIDAVIT

**(To be submitted in original scanned copy in shape of affidavit)
On a Non Judicial Stamp paper of Minimum value of Rs. 10/- (Rupees Ten)**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date:

Paste This Slip On the Envelope of the Offer:

----- **Quotation for the job of:**

Name of the Work & Sl. No.

(Tender ID No. _____)

Due date:

To,

Municipal Commissioner
Rourkela Municipal Corporation

At :

Po :

Dist :

From:

M/s

TERMS & CONDITIONS FOR AGREEMENT

1. The Work is to be carried on with diligence and all work executed is to be done in a workman like manner. The materials used when supplied by the party are to be the best of the several kinds procurable and in all cases will be subjected to the approval of the Executive Engineer/ City Engineer whose decision as to the rate of progress on the quality of the work materials shall be final.
2. **As per the Works Department Letter No.5310 /Dtd.02.05.2009 and Letter No.5140/ Dtd.28.04.2009 Labour Cess 1 (one) % of construction cost will be deducted from the bill of the contractor.TDS/GST shall be deducted as per Notification of State Government in force from time to time.**
3. The quantity of work executed shall be measured and payment made as frequently as possible subject to a deduction of 5% (five percent) pending completion and check measurement if no security was furnished by the contractor in the shape of a lump sum on the completion of the work final measurement will be made and the amount adjusted accordingly.
4. The Executive Engineer may put an end to this agreement at his option at any time and in the case bad work or materials he may remove the same and have it replace deducting the value of the same as he may think proper from any amount due that may become due to the party making this agreement.
5. The work should be start within 07 (seven) days and completed within stipulated period mentioned in the work order and agreement from the date of the issue of the work order as per Notification for period of completion without fail.
6. The work will be executed under supervision of RMC.In case of necessasity Certificate of WESCO authority shall be obtained.
7. Extension of time and execution shall be as per the provision of OPWD Codal Procedure
8. A) : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to ½ (half) percent on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains un-commenced or unfinished after proper dates or such smaller amount as the Executive Engineer may decide, whose decision in writing shall final and binding. The work should not be considered finished until such date as the Engineer-in-Charge shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Engineer-in-Charge or his authorized agents are fully complied with by the contractor to the Engineer-in-Charge satisfaction.
And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, one-half of the work, before one-half of such time has elapsed and three-fourths of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete or such smaller amount as the Executive Engineer may decide, whose decision in writing shall be final and binding. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender including the cost of EMD.
- B) If there are possibilities of exceeding this compensation amount as maintained in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his

security deposit in the hands of the Corporation (whether paid in one sum or deducted by installments) the Engineer-in-Charge by orders of the Commissioner shall adopt any of the following courses, as he may deemed best suited to the interest of the Corporation.

9. If the work could not be started in due time or made an extra ordinary delay the amount deposited towards EMD will be forfeited.
10. During execution of the work, the Agency must be found present at worksite and proper care to the work should be taken by the Agency.
11. **Workmanship:** The contractor shall employ skill workmen competent to the work (holding competency certificate for installation of electrical works). All workmanship shall be of the best quality and all work shall be in accordance with Indian Electricity Rules & Regulations.
12. The contractor shall furnish, if and when required by the Engineer-in-charge, original vouchers, test report data of the materials of the concerned company to prove that the material procure by him is as specified.
13. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner in every respect in strict accordance with the specifications, design, plan, drawing, conditions and instruction in writing related to the work signed by the Engineer-in-Charge.

Any discrepancy between specifications and the drawings or any error, omission or ambiguity basing the same to the notice of the Engineer and obtain the instruction of the Engineer. Any work done by the contractor after discovery by him of such discrepancy, error, omission, ambiguity without authorization by the Engineer will be entirely at the contractor's risk.

14. Any work for which no specification or drawing has been prescribed or issued by this Corporation shall be carried out by the contractor to all respects in accordance with the instruction and requirement of the Engineer.
15. The quantities set out by the Rourkela Municipal Corporation in the schedule of quantities and rates annexed to forming part of the contract are the approximately estimated, quantities of work and they shall not be taken to the actual and correct quantities of the work to the executed by the contractor in the fulfillment of his obligation under the contract.
16. **Testing:** When the installation is complete in all respect and ready for handing over, all the tests accordingly to the Indian Electricity Rules shall be carried by the contractor in presence of the Asst. Engineer (Electrical), if it fails the contractor shall at once rectify all defects and short comings and any other additional tests shall be entirely at the contractors expenses and cost.

The contractor shall depute his representative to the present during all test and a competent man should be deputed for handing over the charges of all the works until the final acceptance is obtain from owners of the installation.

To connect with full load operating, the voltage drop shall not be exceed to 3% and the system shall be free from any fault i.e. Open Circuit, SHORT Circuit and ground faults.

Note: All apparatus, materials, labourers required from making tests of electrical installation shall be supplied by the contractor

17. **Final Bill:** The final bill will be prepared by the Engineer-in-charge in accordance with the rules of this Corporation in presence of the contractor within one month of the date fixed for completion of the work. The bill will be prepared strictly as per the measurement done and as per actual quantities of the materials used in the work.

18. The contractor will give guarantee on the job for a period of **01(one) year** from the date of completion.
19. All the materials, tolls & plants, equipments, cement and steel conforming to the relevant ISI standard and specifications to be supplied by the contractor for utilization in works after approved by the Engineer-in-Charge.
20. Work tax and all other taxes, duties, fees, royalties, entry tax, any other charges required to be paid for construction of the work complete in all respect shall be borne by the contractor.
21. The contractor has to make own arrangement for water, electricity and such similar items required for construction, testing and curing at his cost and risk.
22. If the quantity of the work did differ from the quantity in the bill of quantities for the particular item by more than 25% provided the differential cost due to deviation of that particular item does not exceed 1% of total contract value, the Engineers only shall allow for such deviation of the work. In no case, Engineer shall deviate the quantities for execution if the initial contract amount as whole is exceeded by 10%. For any deviation work, the Engineer-in-Charge has to obtain written permission from i.e. Municipal Commissioner, Rourkela Municipal Corporation or other competent authority as required.
23. The contractor shall bear entire responsibility under Workman Compensation Act and abide by the fair wages clause and Contractor's Regulation incorporated in the agreement. The contractor is to quote the rate accordingly and no extra cost whatsoever on this account the department to fair wage clause shall be entertained.
24. The Law Court at Rourkela only shall have the jurisdiction to decide any dispute arising out.

BID SECURITY DECLARATION

I _____ (Name of Contractor / agency with address S/o _____ do hereby declare I am a participant in the said project and I will not withdraw or modify my bid during period of validity. If withdraw or modify my bid during the period of validity I will be suspended for the time specified.

In case of with drawl or modification of the bid during the period of validity the bidder will be debarred from participating on line bidding system and his portal registration shall be cancelled as decided by the tender inviting authority. His name shall also be informed to the registering authority for cancellation of his registration.

Signature of bidder