



CUTTACK MUNICIPAL CORPORATION

Short Tender Call Notice No. 1920 (PW) / Date. 28.04.2018

1. The **EXECUTIVE ENGINEER-I**, Cuttack Municipal Corporation, at: Bikash Bhawan, Jagannathlane, Badambadi, Po. Arunodaya Market, Dist : Cuttack, Odisha, Pin-753012 on behalf of Commissioner, Cuttack Municipal Corporation, Cuttack invites **Percent Rate** Bids from the registered eligible contractor of State Government MES/ Railways / CPWD in equivalent rank having EPF registration and GST-In Certificate for execution of different works as per the **Annexure**.

Sl. No	Name of the Work	Amount put to Tender (in Rs.)	E.M.D. required (In Rs.)	Cost of Tender Paper (In Rs.)	Period of Completion	Registered Class of Contractor
1	2	3	4	5	6	7
1.	Desilting of MSWC-I mechanical means by engaging Heavy chain mounted excavator for the year-2018.	799728.00	8000	4000	Thirty Days	'D'and'C'

2. The key dates & basic information relating to the tender are as follows.

Sl. No.	Details of Activities	Remarks
A	Procurement officer	EXECUTIVE ENGINEER-I, Cuttack Municipal Corporation, Cuttack
B	Tender Call Notice No.	1920 (PW)/ 28.04.2018
C	Name, Address and contact Number for submitting bid or seeking clarification including Details of the contact personnel :	
(i)	Name / designation	Manish Sarker, EXECUTIVE ENGINEER-I, Cuttack Municipal Corporation
(ii)	Telephone numbers	0671-2334047
(iii)	E-mail ID:	manishsarker2@gmail.com
(iv)	Bids / queries to be addressed to	EXECUTIVE ENGINEER-I Cuttack Municipal Corporation
(v)	Postal address for sending the bids	At Bikash Bhawan, Jagannath lane, Badambadi, Po. : Arunodaya Nagar, Dist : Cuttack. Pin 753012
D	Availability of Bid document	From 11.00 M on dt. 30-04-2018 to 5.00 PM on dt.05-05-18 in www.cmccuttack.gov.in
E	Last date & time for off line bidding	Up to 5.00 PM on dt. 05-05-2018
F	Date and time of opening of tender	At 11.00 AM on dt. 09-05-2018
G	Last date of hard copy submission of tender document.	On or before 4.00 PM on dt. 08-05-18 through Registered Post / Speed Post

3. (a) As this tender has been invited to execute the work on percentage rate contract. The Schedule of quantities shall mention the estimated rated of such items and amount thereof, the contractor has to mention **percentage excess or less** over the estimated cost (In figures as well as words) in the prescribed format appended to the



tender document. The agreement for the work in conformity with detailed tender call notice are eventually to be drawn in corporation agreement synonyms to P1 Agreement contract form of public works department of Govt. of Odisha. The bidders may submit tenders / bids for any or all of the works as mentioned in the Annexure as per their eligibility.

(b) As per amendment to appendix-IX, clause 36 of OPWD Code Volume-II, If the rate quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Executive Engineer and representative of the Contract Standing Committee of the Cuttack Municipal Corporation will remain present.

(c) 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 differential 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 Commissioner payable at Cuttack 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

4. The bid documents, consisting of plan, specification can be obtained from the Engineering Section of Cuttack Municipal Corporation with effect from as mentioned in clause no. 2 (ii) on payment of required amount as mentioned in clause no. 2(v). The intending bidder are requested to deposit the required amount towards cost of tender document in shape of demand draft drawn in favour of Commissioner, CMC from any Nationalized or Schedule Bank authorize to carry the business payable at Cuttack .
5. (i) The bidders for the purpose of participation in tender have to deposit the amount a sum equivalent to 1% of quoted value as Earnest Money in the following manner i.e. in shape of (a) Deposit receipt of schedule bank (b) Kissan vikash Patra (c) Post Office savings Bank Account (d) National Savings Certificate. (e) Post Office Deposit Account in the name of Individuals / Company / Firm agencies but pledged / hypothecated to Commissioner, Cuttack Municipal Corporation to be remain valid for a period of 45 days beyond the bid validity period

Or

in shape of demand draft drawn in favour of Commissioner, Cuttack Municipal Corporation from any Nationalized or Schedule Bank Payable at Cuttack.

Or

The required amount may be deposited in the Cash Counter of Cuttack Municipal Corporation located at Biju Bhawan, Choudhury Bazar, Cuttack

(ii) Non submission of EMD along with the bid at the time of submission of tender in the manner as prescribed will be lead to the rejection of bid.

6. For the purpose of participating in the tender process. Bids must be accompanied with documents / certificates as mentioned below along with the tender otherwise the bid will summarily be rejected.
 - (i) Financial instrument towards cost of tender document & bid security (EMD)
 - (ii) Valid Registration Certificate issued from competent authority
 - (iii) Valid VAT Clearance Certificate in form no. VAT-612 issued from competent authority.
 - (iv) Valid PAN Card issued from competent authority.
 - (v) Bill of quantity (BOQ) duly filled in & signed in each page of the tender.
 - (vi) Affidavit towards correctness of information
 - (vii) Affidavit towards availing the price preference.
7. Bids completed in all respect accompanied with the documents should be submitted to tender inviting authority in the address mentioned in clause no. 2 (VIII) on or before as the date as specified in clause no. 2 (iii) through registered Post / Speed post) **or** the tender documents may be dropped in the tender box kept in the Engineering Section of Cuttack Municipal Corporation. No documents in respect of the said tender shall be entertained beyond the schedule date and time mentioned in the clause no. 2. (iii).
8. The tender will be opened at conference hall of Engineering wing of Cuttack Municipal Corporation at the time as specified in clause no. 2 (iv). In the presence of the bidders or their authorized agents who wish to attend.
9. If the office (Cuttack Municipal Corporation) happens to be closed due to subsequent declaration as holiday in Govt. or Local Authority on the last date of issue of tender paper / receipt of tender paper / date of opening of tender as specified in clause no. 2 (iii) then the activities as mentioned above will be deferred to the next working days.
10. The tender for the work will remain valid for a period of 60 (Sixty) days from the date of opening of tender.
11. The bidders are required to produce all original documents at the time of opening of tender for verification.



12. The authority reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

On behalf of Commissioner

EXECUTIVE ENGINEER-I,
CUTTACK MUNICIPAL CORPORATION

Memo No. 1921 (PW) / Date.28.04.2018

Copy to the Advertising Manager, **Dharitri, BBSR** for publication of tender call Notice in your esteemed daily, once in with a minimum space at the I&PR rate on or before **Dt. 29-04-2018** for the information of the general public and submit bills in duplicate along with **copy of the above publication** in favour of the Municipal Commissioner, Cuttack Municipal Corporation, Cuttack for necessary payment at this end. You are further requested to submit a copy of the above publication to the undersigned at Bikash Bhawan, Badambadi Cuttack on the date of publication.

EXECUTIVE ENGINEER-I,
CUTTACK MUNICIPAL CORPORATION

Memo No. 1922 (PW) / Date.28.04.2018

Copy to F.O, CMC for information and necessary action.

EXECUTIVE ENGINEER-I,
CUTTACK MUNICIPAL CORPORATION

Memo No. 1923 (PW) / Date.28.04.2018

Copy submitted to the Collector & District Magistrate, Cuttack / Chief Engineer, (PH) Urban, Odisha, Bhubaneswar –ILW, CMC/ SE (PH) Circle, Cuttack / SE, Eastern Circle, Water Resources, Cuttack / Executive Engineer (R & B) Division, Cuttack for information They are requested to display the notice in their office notice board for wide publication.

EXECUTIVE ENGINEER-I,
CUTTACK MUNICIPAL CORPORATION

Memo No. 1924 (PW) / Date.28.04.2018

Copy submitted to the Municipal Commissioner / City Engineer / Executive Engineer-II Cuttack Municipal Corporation for favour of their kind information and necessary action.

EXECUTIVE ENGINEER-I
CUTTACK MUNICIPAL CORPORATION

Memo No. 1925 (PW) / Date.28.04.2018

Copy to the PA to Hon'ble Mayor for information. He is requested to apprise the matter to Hon'ble Mayor for his appraisal.

EXECUTIVE ENGINEER-I
CUTTACK MUNICIPAL CORPORATION

Memo No. 1926 (PW) / Date.28.04.2018

Copy to the Head Assistant (Engg. Section) / Head Assistant (Adv. Section) / concerned Asst. Engineers / concerned Junior Engineers / B. Sahoo, MIS, CMC, Biju Bhawan / Rabindra Kumar Sahoo, Computer operator, CMC for information & necessary action. All Asst Engineers are requested to verify the tender documents of their respective wards before uploading of tender in schedule time.

Copy to the Office Notice Broad, CMC for wide publication.

EXECUTIVE ENGINEER-I
CUTTACK MUNICIPAL CORPORATION



ANNEXURE – I
TERMS & CONDITIONS

1. Bids must be accompanied by E.M.D. / Security of amount specified for the work in the above table in shape of **DD / Banker's Cheque** duly pledge in favour of **Municipal Commissioner, Cuttack Municipal Corporation, Cuttack** payable at Cuttack. Bid Security will have to be in any one of forms as specified in the bidding document.
2. The bids will be opened in the office of the Executive Engineer-I, Cuttack Municipal Corporation, Vikash Bhawan, Badambadi, Cuttack in the presence of the bidders or their authorized representatives. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
3. The bidders are required to submit E.M.D. and Paper Cost along with the attested / self-attested copies of the valid Registration Certificate, PAN Card and upto date VAT Clearance Certificate with Bid Documents, otherwise, his / her bids shall be declared as non-responsive and thus liable for rejection. The original documents are to be produced before the undersigned as and when required. The bidders registered in other state Govt. are required to produce non- assessment certificate obtain from the Sale Tax Commissioner, Govt. of Orissa at the time of submission of tender.
4. ***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. Contractors are requested to quote their rate accordingly.***
5. The bidders are required to quote their rate both in words and figures. The bidders are required to put their signature on any overwriting or any correction made in the bid rate. The bid filled in figures only but without mentioning in words shall be liable for rejection for which no paper cost shall be returned to the bidders.
6. ***Each Bid should be submitted in a single cover indicating the tender call notice number and date of opening on the envelope of bid documents. Name of the work may not be mentioned on the cover.***
7. **Initial Security Deposit (I.S.D.) @ 1%** of the bid value shall be deposited by the successful bidder in shape of Demand Draft issued from any Nationalized Bank / Scheduled Bank payable at Cuttack **in favour of Municipal Commissioner, Cuttack Municipal Corporation, Cuttack or in cash at Cash Counter of Cuttack Municipal Corporation** forwarding the money receipt to the Engineer-in-Charge at the time of agreement.
8. Additional Performance Security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10% in such an event, the successful bidder will deposit the Additional Performance Security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of cash at the Cash Counter of the Cuttack Municipal Corporation, Choudhury Bazar, Cuttack.
9. Other details can be seen in the bidding documents.
10. Withdrawal of tender is strictly not allowed.
11. The authority reserves the right to reject any or all the bids without assigning any reason thereof.

EXECUTIVE ENGINEER-I
CUTTACK MUNICIPAL CORPORATION



CORPORATION AGREEMENT

NO. _____

Name of the Work :

Estimated Amount :

Name of Contractor :

Agreement Value :

Date of Commencement :

Stipulated date of Completion :

Extension of time granted upto :

**Authority and No. and Date in which
extension of time granted :**

**Reference to Letter No. and Date in which
the copy of Agreement submitted to :**



PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

(GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS)

1. All works proposed for execution by contract will be notified in form of notice inviting tender in the manner as prescribe in the O.P.W.D. Code.

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specification, designs and drawings and any other documents required in connection with the submission of the tender signed for the purpose of identification by the Engineer-in-Charge shall also be open for inspection by the contractor at the office of the Engineer-in-Charge during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, is must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payments made on accounts of work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Cuttack Municipal Corporation and their issue rates shall be filled in and completed in the office of the Engineer-in-Charge before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be one percent of the tendered amount.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by requisite earnest money in any of the forms specified in the notice inviting tender will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money if mentioned in the notice inviting tender shall be made in Cuttack Municipal Corporation and the receipt thereof should be enclosed with the tender.
7. The Engineer-in-Charge or his duly authorized assistant will open the tenders in the presence of the intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected the earnest money forwarded therewith as herein before mentioned be returned to the tenderer.
8. The Engineer-in-Charge shall have the right of rejecting all or any of the tenders.



9. In the event of a tender being selected to be recommended for acceptance by the Commissioner, the Engineer-in-Charge who will open the tenders will, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and to the documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time, If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer-in-Charge may reject the tender. If the Commissioner rejects the tender the security money deposited shall be refunded to the tenderer.
10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money as initial security deposit in cash in Cuttack Municipal Corporation forwarding the money receipt to the Engineer-in-Charge. Initial Security Money can also be deposited in shape of Banker's Cheque / Pay Order / Demand Draft drawn on any Nationalized Bank / Scheduled Bank payable at Cuttack favoring Cuttack Municipal Corporation or National Saving Certificate / Kishan Bikash Patra pledge to Cuttack Municipal Corporation.
11. The amount of the security money to be deposited by the tenderer whose tender is selected for acceptance shall be ten percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money, shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable for rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5 percent of the amount of the each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.
12. When tender has been selected for acceptance and the required amount of security money has been deposited, the Engineer-in-Charge shall scrutinize all pages of the form of Item, Rate, Tender and Contract for works to see that the form has been properly filled up and signed by the contractor, and signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent shall send the form for signature of the acceptance to the officer competent to accept it.



AGREEMENT FORM

This agreement made the ____ day of _____ month of year _____ between Municipal Commissioner, Cuttack Municipal Corporation, Cuttack herein after called 'The Commissioner' of one part and _____ herein after called the contractor of the other part.

Where as the Commissioner is desirous that the contractor executes _____ herein after called the work.

And where as the Commissioner has accepted the tender of the contractor for execution and completion of the work and remedying of any defects therein at a contract price of Rs. _____. Now it is mutually agreed as follows :

- a) In this agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the condition of the contract herein after referred to and they shall be deemed to form and be read and construed as part of this agreement.
- b) In consideration of the payments to be made by the Commissioner to the contractor as herein after mentioned, the contractor hereby covenants with the Commissioner to execute and complete the work and remedy the defects therein in conformity in all respects with the provision of the contract.
- c) The Commissioner hereby covenants to pay the contractor in consideration of the execution and completion of the work and remedying the defects therein at the contract price or such other sum as may become payable under the provision of the contract at the times and in the manner as prescribed by the contract.
- d) The following documents shall be deemed to form and be read and construed as part of the agreement and complementary to one another.
 - i. Notice inviting tender.
 - ii. All the documents including drawings, if any forming the tender as issued at the time of invitation of tender.
 - iii. Letter of Acceptance and all the correspondences leading thereto.
 - iv. Order to commence the work.
 - v. Bill of Quantities
 - vi. Instructions issued from time to time by the Engineer-in-Charge who shall be authorized to sign the contract on behalf of the Commissioner and shall supervise and be in charge of the work.



In witness whereof, these presents have been executed by the contractor _____ and by _____ ,
authorized signatory on behalf of the Commissioner, Cuttack Municipal Corporation on the day, month & year first
above written.

Signature of the Contractor

Signature of the Engineer-in-Charge

IN PRESENCE OF WITNESS :

1.

2.



TENDER FOR WORKS

I / We hereby tender for the execution for the Cuttack Municipal Corporation of the work specified in the written memorandum at the rate specified therein within a period of ____ years ____ months from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other documents referred to in rule. I hereof and subject to annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

a) Name of Work :

(If several sub-works are included they should be detailed in separate list)

b) Estimated Cost : Rs.

c) Earnest Money : Rs.

d) Initial security deposit (including earnest money) : Rs.

(This deposit will be 5% of the estimated cost of the work)

e) Percentage to be deducted from bills @ 5%(Five Percent)

(This percentage deduction from bills will be credited to the contractor's security deposit)

f) Time required for the work from date of written order to commence ____ months.

g) Date of written order to commence

h) Total number of work tendered for

BILL OF QUANTITY

Item No.	Item of Work	Quantity	Unit	Rate Tendered		Percentage
				(Rs.in Fig.)	(Rs.in Word)	
1						

Should this tender be accepted, I / We hereby agree to abide by and fulfill all terms and provisions of the conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Commissioner or his successors in the office the sum of money mentioned in the said conditions :

Signature of contractor before submission of tender

Dated day of Year

Witness-

Address-

Occupation-

The above tender accepted by the Commissioner, Cuttack Municipal Corporation.

Dated day of Year

For & on behalf of the Commissioner,

Engineer-in-Charge



CONDITIONS OF CONTRACT

CLAUSE - 1 :

All compensation or other sums of money payable by the contractor to Cuttack Municipal Corporation under the terms of this contract may be deducted from, or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Cuttack Municipal Corporation on any account what so ever and in the event of his security deposit being reduced by reason of any such deduction or sales as aforesaid the contractor shall within ten days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of the security deposit or any part thereof.

CLAUSE - 2 (a) : (Compensation for delay)

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 $\frac{1}{2}$ (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 City Engineer may decide, whose decision in writing shall be 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 City 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.

CLAUSE - 2 (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.

- i. To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) and in which case, the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Corporation.
- ii. To employ labour paid by the Cuttack Municipal Corporation and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and price of the materials (of the amount of which the cost and price certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and the same rates as if it had be carried out by the contractor under the terms of his contract, the certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.
- iii. To measure of the work of the contractor and to take such part of the contract as shall be unexecuted out of his hand and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any sum due to him by Corporation under the contract or otherwise or from his security deposit or the proceed of the sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased and procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contracts. And incase the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recovered or be paid any sum for any work thereto as actually performed under this contract, unless and until the Engineer-in-Charge shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.



- iv. Security deposit of the contractor shall be refunded only one year after the date of completion of the work provided the final bill has been paid and defects, if any rectified.

CLAUSE - 3 : (Contractor remains to pay compensation if action is not under Clause-6)

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause-3 hereof shall become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall not withstanding be exercisable in the event of any future case of default by the contractor of which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force the powers vested in him under the proceedings clauses he may if he so desires, by orders of the Commissioner take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution account at the contract rate or incase of these not applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may by notice in writing to the contractor or his clerk of the work, foreman or other authorized require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge by orders of the Commissioner may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE - 4 : (Extension of Time)

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution within 30 days of the date of the hindrance on the account of which he desires such extension as aforesaid and the Engineer-in-Charge shall if in his opinion (which shall be final) reasonable grounds be shown thereon, by orders of the Commissioner authorize such extension of time if any as may in his opinion be necessary or proper. The Engineer-in-Charge shall at the same time inform the contractor whether he claims compensation for delay.

CLAUSE - 5 : (Final Certificate)

On the completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of premises (to be distinctly marked by the Engineer-in-Charge in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood-work, door & windows, walls, floors or other parts of any building in upon or about which the work is to executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the Corporation in accordance with the rules of the departments whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off such dirt on or before the date fixed for completion for the work, the Engineer-in-Charge by orders of the Commissioner may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding of surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

SUB-CLAUSE - 5

If in the opinion of the Engineer-in-Charge which shall be final and binding on the contractor, occupation and utilization of a portion of the work completed in no way interferes with the progress of the work, the same may be occupied or utilized on behalf of the Cuttack Municipal Corporation under the written order of the Engineer-in-Charge, getting the defects if any rectified by the contractor at his own cost within one year from the date of completion of the whole work provided that the contractor will not be allowed any concession either in shape of extension of time or any other monetary compensation on account of such occupation or use.

CLAUSE - 6 : (Payment on intermediate certificate to be regarded as advances and bill to be submitted monthly).

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claims as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Provided that, if any balance of 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall



not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

CLAUSE - 7 :

The final bill shall be prepared by the office of the Engineer-in-Charge, Cuttack Municipal Corporation in accordance with the rules of the Corporation in the presence of the contractor within one month of the date fixed for the completion of the work.

CLAUSE - 8 : (Stores supplied by Corporation)

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or it is required that the contractor shall use certain store provided by the Engineer-in-charge under the condition of the contract (such materials and store and price to be charged, there for as hereinafter mentioned being so far as practicable for convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum here to annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for purpose of the contract only and the value of the full quantity of materials and stores so supply at the rates specified in the said schedule may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Corporation and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge or his authorized agent. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Corporation Store at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so required, but the contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

(a) If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provisions of this clause with a view to dispose of the same dishonestly, he shall in addition to any other liability, civil or criminal arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials of stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that may be then, or at any time thereafter may become due to the contractor or from his security deposit or the proceed of sale thereof.

(b) Owing to difficulty in obtaining certain materials in the open market the Corporation have undertake to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the Corporation and the contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not be remain idle nor may there be any other claim due to or arising from delay in supplying the materials, it should be clearly understood that no monetary claim whatsoever shall be entertained by the Corporation on account of delay in supply materials. However, extension of time for completion of the work can be granted on timely application by the contractor vide Clause-5.

CLAUSE - 9 : (Works to executed in accordance with specification, drawing and orders etc.)

The contractor shall execute the whole and every part of the work in the most substantial and work man like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office, for the purpose of the inspection during office hour and the contractor shall, if so requires, be entitled at his own expense to make or cause to be maid copies of the specifications and all such designs, drawings and instruction as aforesaid.

CLAUSE - 10 : (Do not invalidate contract , Extension of time in consequence of alterations , Rates of work not in estimate or schedule of rates of the district)

The Engineer-in-charge by orders of the Commissioner shall have power to make any alternation in or additions to the original specifications, designs, drawings and instructions that may appear to him to be necessary and advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alteration shall not invalidate the contractor and any addition work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the addition work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the addition work included any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates



entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of Government, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

No deviation from the specifications stipulated in the contract nor addition items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substitution work be carried out by him unless the rates of the substitution, altered or additional items have been approved and fixed in writing by the Engineer-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-charge of the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incurred any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the City Engineer of the Corporation will be final.

CLAUSE - 11 : (No compensation for alteration in or restriction of work to be carried out)

If at any time after the commencement of the work the Cuttack Municipal Corporation shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

CLAUSE - 12 : (Action and compensation payable in case of bad work)

If it shall appear to the Engineer-in-Charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work material or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forth with rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor.

CLAUSE - 13 : (Works to be open in inspection)

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection or supervision of the Engineer-in-charge and his subordinates and the contractor shall all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

CLAUSE - 14 : (Notice to be given before work is covered up)

The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not covered up or placed beyond the reach of measurement any work without consent in writing of the Engineer-in-Charge or his subordinate -in-charge of the work and if any work shall be cover up or place beyond the reach or measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof on payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE - 15 : (Contractor liable for damage done and for imperfection for three months after certificate)

If the contractor or his work people, or servant shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or grass land, or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatever or any



imperfection becomes apparent in it within three months from the date of final certificate, of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses, or in default, Engineer-in-charge by orders of the Commissioner may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sum that may be then or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

CLAUSE - 16 : (Contractor to supply plant, ladders, scaffolding etc.)

The contractor shall supply at his own cost all materials except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), tools and plants, appliances, equipments, ladders, cordage, tackle, scaffolding and temporary work requisite for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under this conditions he is entitled to be satisfied, which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of any suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

CLAUSE - 17 :

No female labour shall be employed within the limits of a cantonment.

The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labour for the work done by such labourer is less than the wages paid for, similar work in the neighborhood.

The Engineer-in-Charge shall have the right to enquire into and decided any complaint alleging that the wages paid by the contractor to any labour for the work done by such labourer wages not less than the wages paid for the similar work in neighborhood.

The Officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse any labourer whom he decides to be below the age of twelve years, to be employed by the contractor.

CLAUSE - 18 : (Work not to be sub-let, Contract may be rescinded and security deposit forfeited for sub-letting, bribing or if contractor becomes insolvent)

The contractor shall not be assigned or sublet without the writing approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly be given promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of the Cuttack Municipal Corporation in any way relating to his office or employment, or if any such officer or person shall become in anyway directly or indirectly interested in the contract, the Engineer-in-Charge, by order of the Commissioner may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Cuttack Municipal Corporation and the same consequences shall ensure as if the contract had been rescinded under clause-3 hereof, and in addition the contractor shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

CLAUSE - 19 : (Sum payable by way of compensation to be considered as a reasonable compensation without reference to the actual loss)

All sums payable by way of compensation under any to these conditions shall be considered as reasonable compensation to be applied to the use of the Cuttack Municipal Corporation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE - 20 : (Changes in constitution of firm)

In the case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Incase of failure to notify the change in the constitution within fifteen days, the Engineer-in-charge by orders of the Commissioner may by notice in writing rescind the contracts and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensure as if the contract had been rescinded under



clause-3 hereof, and in addition the contractor shall not be entitled to recover or to be paid for any works therefore actually performed under the contract.

CLAUSE - 21 :

All works to be executed under the contract shall be executed under the direction in all respect of the Chief Engineer., Cuttack Municipal Corporation for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE - 22 : (Lump sums in estimate)

When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rate as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable, of measurement, the Engineer-in-charge may by his discretion recommend for payment of the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

CLAUSE - 23 : (Action where no specification)

In the case of any class of work for which there is no such specification as is mentioned in Rule-1, such work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge, subject to the advice and guidance of the ILW for Cuttack Municipal Corporation.

CLAUSE - 24 : (Definition of Works)

The expression "work" or "works" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by the virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered substituted or additional.

CLAUSE - 25 :

The Cuttack Municipal Corporation shall be entitled to recover in full from the contractor any amount that the Cuttack Municipal Corporation may be liable to pay under Work Men Compensation Act, VIII of 1923, to any workman employed in course of execution of any part of the work covered by these contract.

CLAUSE - 26 :

That for the purpose of the jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Orissa and it is agreed that neither party to the contract or agreement will be competent to bring a suit in regard to the matter covered by this contract at any place outside the State of Orissa.

CLAUSE - 27 :

The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

CLAUSE - 28 :

Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

CLAUSE - 29 :

The contractor shall bear all taxes and levies like VAT, Royalty, Tollage etc. in connection with procurement of materials for the work and produce such documents in support of payments as necessary along with his bill failing which the amount so involved will be recovered from his bill.

CLAUSE - 30 :

Statutory deduction at source for Income Tax, VAT etc. shall be made from the gross amount of the bill at their respective rates so stipulated by the Government from time to time.

CLAUSE - 31 :

After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary work such as vats mixing platforms etc. as to be dismantled and all materials removed from site. The ground upto 100-0" wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

CLAUSE - 32 :

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



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

The Engineer-in-Charge shall have the right to enquire into and decide any complaints alleging that wages paid by the contractor to any labourer for work done by such labourer is less than the wages as per the sub paragraph (i) above.

(b) The contractor shall notwithstanding the provision of any contract to contrary, cause to be paid a fair wages to labourer indirectly engaged in the work including any labour engaged by his sub-contractor in connection with the said work. As if the labourer had been immediately employed by him.

(c) In respect of all labourer 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 regulation made by Government in regards to payment of wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matter of a like nature.

(d) The Engineer-in-charge concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of conditions of the contract for the benefit of the workers, non-payment of wages or deductions 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 worker concerned.

(e) Vis-à-vis, the Government of Orissa, the contractor shall be primarily liable for all payments to be made under for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from sub-contractor.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

(g) Under the provisions of the Minimum Wages Act, 1948 and the minimum wages (Central Rules, 1950) the contractor is bound to allow or include to be allowed to the labourers directly or indirectly employed in the work one lay rest for six days continuous work and pay wages at the same rate as per duty. In the event of default the Engineer-in-Charge concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labour and pay the same to the person entitled thereto from any money due to the contractor.

(h) The contractor shall at his own expenses provide or arrange for the provision of foot wear for any labour doing cement work and blacktopping of roads (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-Charge and on his failure to do so Corporation shall be entitled to provide the same and recover the cost from the contractor.

(i) The contractor shall submit by the forth and nineteenth of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the precedent month and the first half of the current month respectively. (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damaged injury caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause (k) and the amount paid to them falling which the contractor shall be liable to pay to Govt. a sum not exceeding Rs.50/- for each default to materially incorrect statements. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to contractor amount levied as fine.

(j) 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 the rule, framed by the Govt. This will apply to work place having fifty or more workers.

ORISSA P.W.D. / ELECTRICITY DEPARTMENT CONTRACTOR’S LABOUR REGULATION

1. **Short Title** – These regulation may be called “ The Orissa Public Works Department / Electricity Department Contractor’s Regulation”.
2. **Definition** – In these Regulation, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say –
 - i. “Labour” means worker employed by a contractor of the Orissa Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, by an agent on his behalf.



- ii. "Fair Wages" means wages whether for the time or piecework described by the State Public Works Department / Electricity Department for the area in which the work is done.
 - iii. "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - iv. "Wages" shall have the same meaning as define in the Payment of Wage Act and include time and piece rate wages, if any-
3. **Display of notice regarding wages, etc. :**
The Contractor shall
- a. Before he commence the work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition, in conspicuous place 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 where the work is done.
 - b. Send a copy of such notices to the Engineer-in-charge of the work.
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.
5. **Fixation of Wage Period :**
- a. The contractor shall fix the wage period in respect of which the wages be payable.
 - b. No wage period shall exceed one month.
 - c. Wages of every workman employed on the contract shall be paid before the expiry of the days, after the last day of the wage period in respect of which the wages are payable.
 - d. When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be pay before the expiry of the day succeeding the one on which his employment is terminated.
 - e. All payments of wages shall be made on a working day.
6. **Water Book and Wage Card :**
- a. The Contactor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars –
 - i. Rate of daily or monthly wages.
 - ii. Nature of work on which employed.
 - iii. Total number of days work during each wage period.
 - iv. Total amount payable for the work during each wage period.
 - v. All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - vi. Wage actually paid for each work period.
 - b. The Contactor shall also maintain a wage card for each worker employed on the work.
 - c. The Engineer-in-Chargre 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 10 persons on the work.
7. **Fines deduction which may be made from wages :**
- a. The wages of a worker shall be paid to him without any deduction of any kind except the following –
 - i. Fines.
 - ii. Deduction for absence from duty, i.e for the place or places where by 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 absent.
 - iii. Deduction for damage to or loss of goods 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.
 - iv. Any other deductions, which the Orissa Government may from time to time allow.
 - b. 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 or showing cause against the such fines or deductions.
 - c. The total amount of fines which may be imposed in any one wage period on a work shall not exceeded an amount equal to five paisa in rupee of the wages payable to him in respect of that wage period.
 - d. No fine imposed on any worker shall be recovered from him by installment, or after the expiry of 60 days from the date on which it was imposed.



8. **Register of fines, etc. :**

- a. The contractor shall maintain a register of fines and of all deductions 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 omission for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places in the work.

9. **Preservation of Register :**

The wage register, the wage cards and the register of files deduction required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.

10. **Power of Labour Welfare Officer to make investigation or inquiry :**

The Labour Welfare Officer or any other persons authorized by the Government of Orissa on their behalf shall have power to make inquiries with a view for ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate to any complain regarding default made by the contractor, sub-contractor in regard to such provisions.

11. **Report of the Labour Welfare Officers :**

The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or inquiry to the Engineer-in-Charge concerned, indicating the extend if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and wages and other dues be paid to the labourers concerned.

12. **Appeal against the decision of Labour Welfare Officers :**

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons 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 Engineer-in-Charge concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. **Inspection of Register :**

The Contractor shall 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 Orissa on his behalf.

14. **Submission of Return :**

The contractor shall submit periodical returns as may be specified from time to time.

15. **Amendments :**

The Government of Orissa 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 Govt. of Orissa in that behalf shall be final.

CLAUSE – 33 :

The terms and conditions of the agreement have been read / explained to me and

I Sri

_____ declared that I clearly understand them.

Schedule showing (approximately) materials to be supplied, if available the rates which they are to be charged for and the places at which are to supplied.

Particulars	Rate which the materials will be charge to the contractor		Place of Delivery
	Unit	Rs. P.	

Note :-



1. The persons or firm submitting the tender should see that the rates in the above Schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.
2. Before issue of the above materials to him, the contractor shall furnish bank guarantee of any of the Nationalized Banks located at Cuttack for a sum equal to the cost of materials. The bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill (s) in full or – if the materials are partly utilized materials are returned by him to the department in full and in good condition and receipt thereof duly acknowledged by the concerned departmental officer.



ANNEXURE-A

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 are deviation from the construction programme. I/We shall abide by the decision of Engineer-in-charge for revision of the programme and arrange for the labours, materials, equipments etc accordingly.
- 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. (Cuttack 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 CONTRACTOR



ANNEXURE-B

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 as Class Contractor under Govt. of Odisha.
2. It is hereby declared that I/we are not currently deprived from tendering in any Govt. Organisation including CMC 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 CMC 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 CMC to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of CMC (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 CMC in connection with this tender within the stipulated period to be intimated by CMC 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 CMC 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 CMC.
5. My/our present address for correspondence is and my/our Telephone Contact number is and e-mail ID for correspondence is I/We shall promptly and voluntarily intimate the Tender Inviting Officer (Commissioner) 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 CMC 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 invited by CMC are true and correct.

(*) - Strike out which is not applicable

(Deponent)

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



ANNEXURE-C

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

(*) - Strike out which is not applicable

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



ANNEXURE-D

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 Commissioner, CMC to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of Commissioner, CMC through telephone/letter/e-mail failing which my tender shall be liable for rejection.

(Deponent)



ANNEXURE-E

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

(*) - Strike out which is not applicable

(Deponent)

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



ANNEXURE-F

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 Commissioner) 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 Commissioner, within such time as directed by him failing which action, as decided by CMC, may be taken against me/us and appropriate steps may be taken by CMC to facilitate execution of the tendered work.

(*) - Strike out which is not applicable

(Deponent)

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



ANNEXURE-G

FORM OF BID SECURITY (BANK GUARANTEE)

Beneficiary : _____

Date : _____

BID GUARANTEE No : _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation of Bids No: _____ ("the IFB")

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of Bidder, We _____ (Name and address of the bank), hereby irrecoverably undertake to pay you any sum or sums not exceeding in total an amount of Rs. _____ (Rupees _____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid condition, because the Bidder :

- (a) has withdrawn its Bid during the period of Bid Validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid Validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the Performance Security, in accordance with Instruction To Bidders (ITB).

This guarantee will expire : (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you, upon the instructions of the Bidder ; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) min. 6 months from the Bid due date. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

Countersigned by : Issuing Bank



-1-

Name of the work : **Desilting of MSWC-I mechanical means by engaging Heavy chain mounted excavator for the year-2018.**

Amount put to Tender : **799728.00**

E.M.D. to be Deposited : **8000**

Cost of Tender Paper : **4000.00**

Time of Completion : **One Month**

Sl. No.	Description of the work proposed for execution	Qty.	Unit	Rate	Amount
1	Hire Charge for new or not more than Five years old chain mounted Heavy Duty TATA –Hitachi of L& T or Equivalent of 210 or 220 Hydraulic Excavator having bucket capacity 0.90 cum (Approx) for 8 working hours/ day or 240 working hours per month along with specialized operator & helpers including cost of Fuel, Lubricant & maintenance etc. complete for desiltation works in storm water channels in CMC.	357.50	Hours	2237.00	799727.50
(Rupees Seven Lakh Ninety-Nine Thousand Seven Hundred Twenty-eight only)			Total Estimated cost		799727.50
			Or Say		799728.00
Junior Engineer,		Asst. Executive Engineer,		EXECUTIVE ENGINEER-I	
Cuttack Municipal Corporation		Cuttack Municipal Corporation		Cuttack Municipal Corporation	
To be filled in by the Contractor participating in the tender process					
My quoted rate are _____% (_____) Excess OR _____% (_____) Less Over the estimated cost as put to tender					
Date		Signature of the contractor			

Number of Corrections :

Number of Overwriting :

Number of Interpolation :