



SUNDARGARH MUNICIPALITY

No. 6520

Dt. 19/7/2022

OFFICE OF THE MUNICIPAL COUNCIL: SUNDARGARH NOTICE INVITING TENDER


Bid Reference No. SNGM-04/2022-23/Dt.

1. Total No. of works for which Tenders invited: 04 No.
2. Place of Execution: Different locations of Sundargarh Municipality.
3. Estimated Cost of Individual Work: Rs.56,000/- to Rs.88,700/-
4. Eligible Class of Contractors: Registered Contractors of Class- 'D' to Class- 'C' as indicated against each work mentioned in the tender call notice.
5. The bid documents will be available in the district website of Sundargarh i.e www.sundargarh.nic.in from 11 A.M on 21.07.2022 to 4 P.M on 27.07.2022 for bidding.
6. Bids received through Speed Post/Registered Post only will be opened at 11 A.M on 28.07.2022.


Executive Officer
Sundargarh Municipality


Memo No 6521 / SNGM/ Dt. 19.07.2022

Copy forwarded to the Director, I & PR Deptt., Bhubaneswar with a request to get it published in two leading Oriya Daily Newspapers on or before 21.07.2022 for wide circulation. The enclosed complimentary copy of the Newspapers connecting to the tender Call Notice may be sent to this office for reference & record. The cost of Advertisement will be borne by our office (Copy enclosed).


Executive Officer
Sundargarh Municipality

Memo No. 6522 / SNGM. /Dt. 19/7/2022

Copy submitted to the District Information Officer, NIC, Sundargarh with a request to upload the detail information of quotation call Notice in the District website for wide publication.


Executive Officer
Sundargarh Municipality

Memo No. 6523 / SNGM. /Dt. 19/7/2022

Copy submitted to Chairperson/Vice-Chairperson/
Councillor, Sundargarh Municipality for kind information.


Executive Officer
Sundargarh Municipality

Memo No. 6524 / SNGM. /Dt. 19/7/2022

Copy submitted to the Additional Chief Engineer, PH Circle, Sambalpur-cum-Inspector of Local Works, Sundargarh Municipality /Collector & District Magistrate, Sundargarh /PD, DUDA, Sundargarh for kind information with a request to please display a copy of this Notice in his/her office Notice Board for wide circulation and information of the intending bidders.


Executive Officer
Sundargarh Municipality

Memo No. 6525 / SNGM. /Dt. 19/7/2022

Copy to HA, Sundargarh Municipality/Cashier/Accountant/Office Notice Board of Sundargarh Municipality for information of all concerned and the intending bidders.


Executive Officer
Sundargarh Municipality



MUNICIPAL COUNCIL: SUNDARGARH

**Office of the Executive OFFICER,
Sundargarh Municipality, Sundargarh**

DETAILED NOTICE INVITING TENDER (DNIT) FOR

“

..”

ESTIMATED COST: Rs. .00/-

Bid Reference No. SNGM-04/2022-23/Dated.

NOTICE INVITING TENDER No.6520 /Dt.19.07.2022

PART-I: General & Technical Bid

July-2022

CHECK LIST

Sl.No	List of Documents	Details of Document	For Office use only
1	2	3	4
1	Contractor Registration Certificate		
2	PAN CARD		
3	UpToDate GSTIN Certificate		
4	EPF Registration Certificate		
5	Cost of Tender Paper		
6	<u>EMD furnished:</u> 1. No 2. No 3. No 4. No 5. No 6. No 7. No 8. No 9. No 10. No	Rs. Rs. Rs. Rs. Rs. Rs. Rs. Rs. Rs. Rs.	

- (i) Total no of corrections: -
(ii). Total no of over writings: -
(iii). Total no of interpolations: -

(Signature of bidder)

Name of Contractor: -

Address of Contractor: -

E-mail: -

Contact Phone No: -

**CONTENTS OF
DETAILED NOTICE INVITING TENDER (DNIT)**

Sl. No.	CONTENTS	PAGES
1	Invitation For Bids & Notice Inviting Tender	
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3	Detailed Conditions of Contract	
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5	Agreement Form	
6	Special Conditions of Contract	
7	General Conditions of Contract	
8	Contractor's Labour Regulation	
9	No Relation Certificate	
10	Declaration Certificate and Affidavits	



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Sundargarh Municipality

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Copy to HA, Sundargarh Municipality/Cashier/Accountant/Office Notice Board of Sundargarh Municipality for information of all concerned and the intending bidders.

Executive Officer
Sundargarh Municipality



Sundargarh Municipality

No.

Dt.

OFFICE OF THE MUNICIPAL COUNCIL: SUNDARGARH NOTICE INVITING TENDER

Bid Reference No. SNGM-04/2022-23/Dt. 19/07/2022

File No-

On behalf of the Sundargarh Municipality, sealed tenders, in conformity with the Detailed Tender Call Notice, are invited from registered contractors of **PWD / RD / Water Resources / PHED of Orissa Govt. / Sundargarh Municipality** as noted below, for the execution of the under mentioned work, so as to reach the **Executive Officer, Sundargarh Municipality** through **registered post/speed post** only up to **4.00 p.m** on **dt.27.07.2022**. The tenders can only be participated by the **eligible contractors of appropriate class or one higher up class only**.

Only the Bid Reference No. (SNGM-04/2022-23) should be written clearly over (superscribed) the envelope containing the bid documents to be submitted by each intending bidder. The affidavit to be submitted/furnished by the intending bidders should feature Name of the Work and/or its Sl. No. It is, therefore, urged that all the intending bidders should go through the tender call notice and DTCN thoroughly and submit their bids accordingly. In case of any mis-match or inconsistency or contradict among different clauses/conditions/instructions/ information mentioned in this tender call notice or in the DTCN, then necessary clarification shall be issued by Sundargarh Municipality on specific request without compromising the transparency.

1. Total No. of works for which Tenders invited: **04** No.
2. Place of Execution: Different locations of Sundargarh Municipality.
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6. Bids received through Speed Post/Registered Post will be opened at **11 A.M on 28.07.2022** .

Executive Officer
Sundargarh Municipality



Sundargarh Municipality

OFFICE OF THE MUNICIPAL COUNCIL: SUNDARGARH

Notice Inviting Tender

Bid Reference No.

No.-6520

Date-19.07.2022

File No-

On behalf of the Sundargarh Municipality, sealed tenders, in conformity with the Detailed Tender Call Notice, are invited from registered contractors of **PWD / RD / Water Resources / PHED of Orissa Govt. / Sundargarh Municipality** as noted below, for the execution of the under mentioned work, so as to reach the **Executive Officer, Sundargarh Municipality** through **registered post/speed post** only up to **4.00 p.m** on **dt.27 .07.2022**. The tenders can only be participated by the **eligible contractors of appropriate class or one higher up class only**.

The tender documents are to be obtained from Sundargarh Municipality, during working hours, between **dt.21 .07.2022** to **dt.27 .07.2022** on deposit of the non-refundable of cost of the tender document plus **GSTIN** of the tender document cost, in shape of **A/C Payee Bankers Cheque / Bank Draft** in favour of **Executive Officer, Sundargarh Municipality** only. The tenders will be opened at **11 a.m** on **dt.28 .07.2022**, in presence of bidder or their authorized representatives, who may be present at the time of opening of the tenders. Sundargarh Municipality, will in no way, to be **responsible for any delay in receipt of the tender document**.

Only the Bid Reference No. (SNGM-04/2022-23) should be written clearly over (superscribed) the envelope containing the bid documents to be submitted by each intending bidder. The affidavit to be submitted/furnished by the intending bidders should feature Name of the Work and/or its Sl. No. It is, therefore, urged that all the intending bidders should go through the tender call notice and DTCN thoroughly and submit their bids accordingly. In case of any mis-match or inconsistency or contradict among different clauses/conditions/instructions/ information mentioned in this tender call notice or in the DTCN, then necessary clarification shall be issued by Sundargarh Municipality on specific request without compromising the transparency.

Sl. No.	Name of the Work	Approx. Value of Work put to Tender in Rs.	EMD/Bid Security in Rs.	Cost of Bid Documents including GSTIN in Rs.	Period of Completion	Eligible Class of Contractor
1	2	3	4	5	6	7
1	Construction of Hump Pipe Culvert in ward no 10	56000	600	448	1 month	D & C
2	Repair and Renovation of X-Chairperson room in Sundargarh Municipality	77000	800	448	1 month	D & C

3	Repairing of Regent Market Shop Room in ward no 03	85000	900	448	1 month	D & C
4	Completion of Toilet Block of New Council hall & Mini Conference hall of Sundargarh Municipality	88700	900	448	1 month	D & C

INFORMATION FOR THE INTENDING BIDDERS

1. The tender **must be accompanied** with the self **attested photocopy** of the **Contractor's license** & the required **EMD** in shape of **NSC / Postal SB pass book / KVP**, duly pledged in favour of the **Executive Officer, Sundargarh Municipality** or **Bank Draft / Pay Order / Banker's Cheque** from any **Nationalized Bank**, in favour of the **Executive Officer, Sundargarh Municipality**, and the cost of the tender document (Non-refundable) in shape of **Bank Draft / Pay Order / Banker's Cheque** from any Nationalised Bank, in favour of the **Executive Officer, Sundargarh Municipality, separately, failing which, the tender shall be rejected out-rightly.**
2. The tender should also be accompanied with attested photo copies of
 - i. Valid and up to date (**PAN CARD**),
 - ii. **UpToDate GSTIN clearance Certificate**
 - iii. **EPF registration certificate.** However, the contractors, not having the EPF Registration Certificate, can also participate, as per the **Clause (5) of the conditions of the contract**, enumerated in Detailed Notice Inviting Tender.
 - iv. The **Engineer contractors**, those who shall apply in prescribed **affidavit format** (in original) for availing the **exemption from submitting EMD & ISD** along with their Bid document, shall ensure to produce the **original contractor license**, during the scheduled bid opening time, for necessary verification and **subsequent entry of participation**, in the original license.

Without which the tender will be liable for rejection.

1. Each bid should also be accompanied with Declaration Certificate & No Relationship Certificate in the prescribed formats as mentioned in the DTCN without which the bid will be liable for rejection.
2. For each work, the intending bidders should submit their Original Affidavit(s) sworn before Notary Public or Ist Class Executive Magistrate under Govt. of Odisha, as applicable for the corresponding bidders, in the manner/formats attached to the DTCN, **(with Non-judicial stamp paper only) Original EMD/Bid Security (save as mentioned at * above for exemption) & Cost of Bid Documents** in the shape and manner prescribed at above. Intending bidders **eligible to avail exemption of EMD, as mentioned at (*)** above, should submit and enclose original affidavit(s) for the respective work(s) in the prescribed manner/format attached to the DTCN. Requisite documents in support of the claimed exemption of EMD (if any), should be submitted along with other documents through hard copy along with the original affidavit as mentioned in this Clause. Without any of this/these document(s), the claim for exemption of EMD and/or ISD, either in full or in part, shall not be accepted and the corresponding bid(s) shall be treated as incomplete/non-responsive due to which the same shall be rejected outrightly. **As mentioned at Sl. 2 above and at Sl.10 below, the "EMD (as applicable) should be submitted in separate closed envelopes superscribed as "EMD" and should be placed inside the main envelope along with other documents.**

The required documents & financial instruments, save as described at and in this Clause, should be placed in a sealed /closed main envelop superscribed with the Bid Reference No. only. Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/ inconsistent document(s), the bid(s) shall be rejected outrightly. No other document(s) should be furnished inside the sealed envelope. The sealed envelope should be submitted in accordance with the details mentioned in Clause 8 below. If found necessary for further verification/reference/record, original(s) of any document(s), such as; license, PAN, **GSTIN**, etc., should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective bid(s) shall be treated as incomplete/non-responsive and hence shall be rejected.

3.If the % rate quoted by any bidder for any of the above-mentioned work is lower than or equal to 15% less (-), then such bid shall be rejected and the tender shall be finalized based on merits of the 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, the tender shall be finalised through a transparent lottery system, where all bidders/their authorised representatives will remain present. Additional Performance Security (APS) should be submitted by the bidder(s) if his/her/their bid amount is less than the estimated cost in BOQ subject to a limit of (-) 14.99%. In such an event, the bidder(s) quoting less bid price/rate(s) than the estimated cost in BOQ subject to a limit of (-) 14.99%, shall have to enclose the amount of differential cost (rounded to nearest hundred rupees), i.e. estimated cost in BOQ minus the quoted amount, as Additional Performance Security (APS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Executive Officer, Sundargarh Municipality. In view of Works Department letter No.13286/W Dt.07.09.17, the said condition of providing Additional Performance security of the amount of difference can be imposed only for a successful bidder. On intimation from the tender inviting authority, the successful bidder shall submit the required amount of APS in shape of NSC/Postal Saving Pass Book/Post office Time Deposit/Kishan Vikash Patra/Deposit Receipt in Scheduled Bank duly pledged in favour of Executive Officer, Sundargarh Municipality payable at Sundargarh before issuance of Letter of Acceptance.

SC/ST Contractors, calming price preference below estimated cost in BOQ, as per Works Deptt. Resolution No.27748 Dt.11.10.77, should submit APS in the shape/manner mentioned above for the total amount (rounded to nearest hundred rupees) less than the estimated cost (as applicable) including the amount up to which he/she/they is/are entitled/eligible to avail price preference. This APS condition shall be without prejudice to the order/instruction of higher authorities or Govt. or Hon'ble Court(s).

4. Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event the bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of KVP/PSB/NSC duly pledged in favour of Executive Officer, Sundargarh Municipality or Demand Draft/Bankers Cheque drawn on any Nationalized/Schedule Bank issued in favour of Executive Officer, Sundargarh Municipality. As per the circular No.13286 Dt.07.09.17 of Works Deptt. the successful bidder will deposit the APS amount within the stipulated time.

5. Each bidder should submit the details of quarry for procurement of the materials required for the respective work while submitting the bid. The successful bidder shall be responsible for procurement of materials from authorised sources and should disclose/intimate in writing voluntarily the source of procurement of those quarry materials before each bill for the respective work.
6. Before acceptance of tender for any work, the successful bidder will be required to submit a work programme and milestone based on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone, liquidated damage will be imposed.
7. **As per works Department, office Memorandum No.12934/Dated.23.08.2018, "Registration in the Contractors Data Base Management System (CDMS) available at www.cdmsodisha.gov.in by all Contractors is mandatory". Without which the bid shall not be considered for evaluation.**
8. **As per works department Resolution No.16262dtd.30.10.2018
Grant of Concession(s) to Scheduled Caste and Scheduled Tribe contractors.**

On the Case of Scheduled Cast and scheduled tribe applicants desirous of enrolling themselves as contractor are require to deposit 50% of the amount specified for various classes of contractors under Rule-7 of appendix-VIII of OPWD Code Volume-II.

The Security Deposit (Earnest Money' initial security and Performance Security) at half the usual rate may be deposited /realized by/ from the Scheduled Caste or Schedule Tribe contractors coming under the categories up to "B" Class only as against the prescribed percentage under Rule-13 of Appendix-VIII (PWD Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II'

This order shall supersede Works Department Resolution No.27748/W dt.11.10.1977.

This has been concurred in by the Finance Department vide their U.O.R.No.92WF-1 dt .09.10.2018

9. **As per works department Office Memorandum No.8943/dtd.18.03.2021 & 5984/Dt.27.04.2021 regarding provision of Bid security/Earnest Money deposit, Office Memorandum No.5992/Dt.27.04.2021 regarding Performance Security and Office Memorandum No.4559/Dt.05.04.2021 regarding Additional Performance Security in case of Abnormally Low Bids (ALBs) should be applicable to all tenders.**
10. **Bidder has to furnish Bid Security Declaration In lieu of Bid Security as per the format given below.**

“Bid Security Declaration”

“I undertake that if I withdraw or modify my bid during period of validity etc, I will be suspended for the time specified in the Tender Document”.

Signature of Contractor

21.As per Works Department Office Memorandum No.07556900052021(Pt) 5992/W Dated.27.04.2021, performance Security has been reduced from 5% to 3%.

11. Other details can be seen in the DTCN.

12. Mere procurement of Tender Document does not guarantee for fulfillment of the eligibility criteria.

13. Names of the purchaser at the time of procurement of DNIT should not be disclosed. No Sundargarh Municipality money receipt shall be given indicating the name of the purchaser at the time of purchase of DNIT.

14. The authority reserves the right to reject any or all the bids without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned. Other details can be seen in the DTCN.

**Executive Officer
Sundargarh Municipality**

Detailed Conditions of Contracts

1. **GSTIN:**

Tenderers are required to submit self attested copies of valid Odisha upto date GSTIN Clearance Certificates along with their offers, failing which their offers will not be considered for evaluation. Failure to comply this instruction within the stipulated period shall render his /her/their tender incomplete and shall be rejected with other punitive action against the said defaulter bidder(s) as deemed fit by Sundargarh Municipality.

2. This DTCN forms a part of the agreements for the respective works to be drawn between the successful bidders and Sundargarh Municipality, whether or not this DTCN is attached to the agreements.

3. If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India Agencies working in the state.

4. **Incomplete tenders:**

Tenders received in incomplete shape are liable for rejection.

5. **No claim for cancellation of tenders:**

No claim shall be entertained towards any expenses made by any party for submission of the tender in case of cancellation, rejection or withdrawal of the tender.

6. A site order book shall be issued to the contractor by the Engineer-in-charge or his representative. The Contractor shall keep this Book always at site and any special order or construction to be issued to the contractor shall be recorded in this Book by the Engineer-in charge or his representative. The Contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the Sundargarh Municipality but will remain during the period of the progress of the work with the Contractor. The safe custody of the site order book during this period shall be the responsibility of the

Contractor. After completion of the work the Book shall be returned back by the Contractor to the Engineer-in charge which will be enclosed in the final bill.

7. Custody of the Materials:

The contractor shall be responsible for safe custody of the materials at site and the Sundargarh Municipality will not be responsible for any loss or damage of the property at site.

8. Guarantee/Performance:

The Contractor shall furnish a guarantee to the effect that all items of the work constructed and supplied by him shall be free from any defect both in terms of materials and workmanship for a period of not less than 12 months from the date of the final completion of the work and commissioning. During this period the Contractor shall replace the defective materials, if any or rectify the defects, if any at his own cost as would be pointed out by the Engineer-in-charge to the satisfaction of the later.

9. Unilateral stoppage of work.

Unilateral stoppage of work by the Contractor without prior written permission of the Engineer-in charge shall be considered as breach of contract and the Council reserves the right to take such actions as it may deem fit.

10. Resident Engineer:-

The Contractor having "B" Class license & above shall engage for this work competent, qualified and authorized resident Engineers and Assistants to the satisfaction of the Engineer-in charge. The Resident Engineer shall represent the contractor in his absence in receiving directions from Engineers in charge of the work or any authority of the Council which will be binding on the Contractor.

11. Damages to persons and property:-

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee/Officers of Sundargarh Municipality against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The Council does not take any responsibility on this account.

12. Work not to be sub-contracted/sublet:-

The Contractor shall not subcontract the work assigned to him. And if the contractor shall assign or sublet his contract or attempt to do so, the contract shall be rescinded with forfeiting the EMD and penalty will be imposed as may be decided by Sundargarh Municipality.

13. Action and compensation payable in case of bad work:-

If it shall appear to the Engineer-in charge or his subordinate Engineer in charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description ors 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 or usual practice, the contractor shall on demand in writing from the Engineer-in charge specifying the work ,materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or the case may be, remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in charge and or his subordinate 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 case of any such failure the Engineer in charge and his subordinate Engineer may rectify or remove and re-execute the work or remove the replace with others the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

14. Engagement of Labourers and age limits etc.-

The Contractor shall not employ for the purpose of this contract any person who is below the age of eighteen years and shall pay to each labourer for the work done by such labour, wages not less than the wages as prescribed by Government of Odisha. The Engineer in charge shall have the right to enquire into and decide and complaint alleging that the wages paid by the Contractor to any labour for the work done by such labourer is less than the wages prescribed by the Government of Odisha. The Engineer in charge and /or his subordinate Engineers immediate charge of the work shall have the right to decide whether any labour employed by the Contractor is below the age of eighteen years and to refuse to allow any labourer whom he decides to be below the age of eighteen years, to be employed by the Contractor. The Contractor shall have to grant a weekly paid holiday to his labourers/staff. The Contractor shall have to comply with all Labour laws and other rules in force while carrying out the work.

15. Indemnify the Corporation under workman's Act & Rules: -

The Council shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The Contractor shall have to pay the entire compensation if decided in any Court of law for any injury/loss to any workman caused during the execution of contract work. If by order of any court council pays any compensation to honour the award, then the amount shall be recovered from the bill and security of the Contractor.

16. No escalation: -

The amount quoted in the price bid shall remain firm until completion of the project.

17. The detailed plan, specification and scope of work if required can be ascertained from the Office of the Sundargarh Municipality during any working hours on working days prior to the last date of sale of tender papers.
18. The tenders containing extraneous conditions, not covered by the tender call notice are liable to rejection. Rate quoted should be fairly reasonable rates being abnormal. Super-fatuous and unworkable rates are liable for rejection.
19. No lump sum tender will be entertained if the tenderer does not quote any rate for any items shown in the bill of Quantity, the tender will, in no case be considered and shall be rejected.
20. The tenderer shall quote any rate against each item shown in the bill of quantity in words and figures. In case of variation of the rates between words and figures, the rates quoted in word shall be deemed to be the properly quoted rate, for consideration.
21. Scoring, over writing, Interpolating, cutting should preferably be initialed by the tenderers to avoid complication. The authority shall take no responsibility, in the matter of complications arise but of scoring over writing or interpolating the tenders should be written legibly.
22. The tender, shall accompanied with attested photo copies of valid & up to date ITCC or PAN card/GSTIN. Non submission of any of these documents, the authority shall reserve the right to reject the tender. However, if authority desires, the original copies can be asked for verification, before the consideration for a final checking. The selected tenderer shall submit the Initial Security Deposit (ISD) within seven days of intimation. The ISD shall be deposited in shape of NSC, Postal term deposit Pass Book, Bank Draft/Bankers Cheque, duly pledged in favour of Executive Officer, Sundargarh Municipality. The selected tenderer shall deposit 2.00 % of the ISD within seven days of intimation after adjusting the EMD amount deposited. Non submission of the ISD by the stipulated date the Sundargarh Municipality shall have the right to forfeit the EMD and proceed for subsequent steps. The initial Security Deposit together with Earnest Money shall be retained by the Sundargarh Municipality till the completion of entire work and payment of final bill or till the completion of the guarantee period of twelve months and the security deposit shall not carry any interest.
23. The Sundargarh Municipality shall deduct the statutory deductions as applicable under the Income Tax Act, 1961, GSTIN and any other statutory deductions.
24. Additional Performance Security (APS) should be submitted by the bidder(s) if his/her/their bid amount is less than the estimated cost in BOQ subject to a limit of (-) 14.99%. In such an event, the bidder(s) quoting less bid price/rate(s) than the estimated cost in BOQ subject to a limit of (-) 14.99%, shall have to enclose the amount of differential cost

(rounded to nearest hundred rupees), i.e. estimated cost in BOQ minus the quoted amount, as Additional Performance Security (APS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of the Executive Officer, Sundargarh Municipality. As per the circular No.13286 Dt.07.09.17 of Works Deptt. the successful bidder will deposit the APS amount within the stipulated time. The APS shall be released after the completion of the work to the satisfaction of the Council authority and after completion of guarantee period of twelve months.

25. Each bidder should submit the details of quarry for procurement of the materials required for the respective work while submitting the bid. The successful bidder shall be responsible for procurement of materials from authorised sources and should disclose/intimate in writing voluntarily the source of procurement of those quarry materials before each bill for the respective work.
26. 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 authorised representatives, the Executive Officer will remain present.
27. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.
28. The successful tenderer after execution of the agreement and after issuance of the Work order, submit a detail programme of work immediately to the Executive Officer for approval.
29. The successful tenderer who executes a valid agreement with the Sundargarh Municipality shall be called contractor and shall abide by the terms and conditions of the agreement as prescribed from time to time
30. The work will be completed in every respect within the stipulated period of completion as mentioned in the Notice Inviting Tender from the date of commencement of the work to be stipulated in the Work Order, to be issued by or on behalf of the Executive Officer, Sundargarh Municipality. There shall be no extension of contract period except on valid reasons to the satisfaction of the Sundargarh Municipality and the contractor shall submit such request for extension. The Council may consider such request for extension after taking into the considerations the valid reasons.
31. If the contractor disproportionate or abandoned or failed to progress the work according to the time schedule submitted, he shall be liable penalty under relevant clause of the item rate contract.

32. All Cement concrete works shall be executed in a mechanical form and shall use the concrete Mixer, Vibrator, Pumps, Road roller, Tar boiler, Hot mix plant etc. at the own cost of the Contractor for the purpose.
33. The Contractor shall use approved and tested materials as approved by the Engineer in charge according to IRC/PWD specification and the Contractor shall arrange the materials at his own cost and after completion of the work the Contractor shall clear the site along with all equipments at his own cost.
34. Shuttering and centering shall be with Steel plate or seasoned hardwood planks inside of which shall be lined with suitable sheeting and made leak proof and water tight as approved by the site Engineer-in charge.
35. The Site Engineer-in charge will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion.
36. The contractor shall arrange necessary tools and plants at his own cost required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant including cost of transportation thereof.
37. All earth work measurement shall be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition. No extra payment will be made for the jungle clearance for taking earth from the borrow areas.
38. After the work is finished all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
39. No payment shall be made for bench marks, level pillars, profiles and benching and leveling the ground where required. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and incidental items of works.
40. No claim shall be entertained in regard to extra item of works or extra quantity of any items besides estimated amount unless specific written order is issued from the Executive Officer, Sundargarh Municipality.
41. The tenders shall have to abide by the C.P.W.D. safety code rules.
42. The rate quoted by the contractor shall cover the latest approved rates of labour, materials, POL and royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of contractor.

43. The rate for each work and concrete items wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due percolation of water. The quoted rates will be inclusive of this.
44. The materials, borrow areas, and hutments at sites should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
45. Items of work not covered by tender notice will be paid at the Current schedule of rates of the Public Health Department/Public Works Department and those not covered by the SR will be paid on actual analysis after being approved by the Executive officer.
46. Standard Public Works Deptt. / Public health Deptt./Electrical Deptt. Specification of Govt. of Odisha /ISI specification where applicable as to be decided by the Engineer-in-charge will be followed in executing the work.
47. The contractor will make no claim on the rates, quantities and amounts that will appear in the agreement and the total work, in a complete shape, will be handed over to Sundargarh Municipality within the time allowed by Sundargarh Municipality.
48. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the works. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.
49. For diversion road, the contractor will have to make his own arrangement to make the same in private land if necessary for which arrangement of such land by the side of C.D works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during night time and signaling during day time and barricading etc. till the C.D works are open to the traffic. No extra rate will be paid to the contractor for above rental charges etc. His rates in the tender for other times shall include this arrangement, land rental charges for the land and maintenance, lighting and removal or such temporary road crust from the private land to bring the land to its original conditions etc. complete.
50. Any damage caused by natural calamities should be done by the contractor at his own cost. The Sundargarh Municipality shall not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.

51. In case of any dispute in the meaning of specification, description of items, rates, conditions of agreement or due to errors/typo-graphical errors, omissions, the decision of the Tender Accepting Authority, Sundargarh Municipality with due recommendation of the Engineer-in charge of work is final and binding to the Contractor.
52. The tenderer shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- (a) Rent, royalties and other charges of materials, all other taxes including Sales Tax, ferry, tolls conveyance charge and other cost on account of land and buildings including temporary building & temporary electric connection to work site as well as construction of service road & diversion road & its maintenance till completion of work as required by the tenderer for collection of materials,
 - (b) Storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - (c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (d) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (e) Fees and duties levied by the Municipal, canal or water supply authorities.
 - (f) Suitable equipments and wearing apparatus for the labour engaged in risky operation.
 - (g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.
 - (h) Compensation including cost of any suit for injury to persons or property due to neglect of any measure/ precautions also become payable due to operation of the workmen compensation act.
 - (i) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost. C.C & R.C.C items are to be sufficiently cured with Gunny bags, if necessary.
53. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VIII R - 8/5225 dt. 26.2.1955 and No.II M 56/6 28842 (5) dt. 27.9.1961 as amended from time to time.

54. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum wages act the Executive Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour officer of the Govt. The decision of the Executive Officer is final and binding on the contractor.
55. That for the purpose of jurisdiction in the event of any dispute, it shall be at Sundargarh.
56. The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

Signature of the Tenderer

**Executive Officer
Sundargarh Municipality**

COUNCIL AGREEMENT

AGREEMENT NO _____ **Dt.** _____

Name of the Work:

Estimated Amount:

Name of Contractor:

Agreement Value:

Initial Security Deposit:

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:**

OFFICE OF THE MUNICIPAL COUNCIL: SUNDARGARH

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

**Space for
embossing stamp**

Name of Work:

Name of Contractor:

Contract Agreement Form for Works

I do hereby agree to execute the under mentioned descriptions of work in accordance with the conditions noted on the reverse and in consideration of payment being made by the Sundargarh Municipality..... at the rate specified in the following schedule for the quantity of work executed.

Description of work	Quantity	Rate	Unit	Amounts	Remarks

CONDITIONS (Reverse)

1. The work is to be carried on with due diligence and all work executed is to be done in a workman like manner. The materials use when supplied by the party tendering are to be the best of the several kinds procurable and in all cases will be subject to the approval of the Executive Officer whose decision as to the rate of progress and the quality of the work of materials shall be final.

2. The quantity of work executed shall be measured and payments made as frequently as possible subject to a deduction of 10 percent pending completion and check measurement if no security was furnished by the contractor in the shape of a lump sum and on the completion of the work final measurements will be made and the amount adjusted accordingly.

3. The Executive Officer may put an end to this agreement, at his option at any time and in the case of bad work or materials he may remove the same and have it replaced, deducting the value of the work rejected, or materials removed or the cost of replacing the same as he may think proper from any amount due, or that may become due, to the party making this agreement.

Signature of the Party making this agreement.....

Date.....

Witnesses.....

Residence.....

Date.....

Accepted by me

TENDER FOR WORKS

I / We hereby tender for the execution for the Sundargarh Municipality 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) (This deposit will be 2% of the estimated cost of the work) : Rs
- 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 works tendered for

SPECIAL CONDITIONS OF CONTRACT

1. The date of commencement of the work shall be the date on which the Executive Officer, Sundargarh Municipality signs the agreement.
2. Any delay on the part of Sundargarh Municipality in issuing work order after the date of acceptance of agreement by the Executive Officer shall not be construed as the cause of delay in the commencement of work.
3. The Contractor shall not be entitled to any compensation on account of delay in handing over site, making of alignment of layout or supply of P & T materials or any natural calamities of labour unrest or non availability of labour or the delay in supply of stock materials or T & P water scarcity or testing or due to any difficulty encountered by the contractor in any form. But extension of time beyond the stipulated date of completion shall be granted on plain paper from the contractor before expiry of 75% of the period of completion or 7 days before the stipulated date of completion, whichever is earlier.
4. The satisfaction of Executive Officer/Chairperson Sundargarh Municipality as to the genuineness or otherwise of the cause of delay shall be final and binding on the contractor.
5. The Contractor is bound to show proportionate progress of the work, the quantum of work being assessed by the supervising officers of Sundargarh Municipality at suitable intervals from time to time.
6. If for no particular reason as aforesaid, the contractor is unable to show proportionate progress, the Executive Officer, Sundargarh Municipality shall have the right to make such deductions as deemed fit from the amount payable to the Contractor in shape of running bills.
7. The amount so deducted shall be considered to be released only at the time of payment of the final bill if the Contractor improves in the working.
8. If the Executive Officer/Chairperson Sundargarh Municipality satisfied regarding the genuineness of delay in completion of the work and the stipulated period, he may impose penalty @1/2% per day of delay beyond the said date subject to a maximum 10% of the agreement amount the

amount of such penalty shall be fixed exclusively at the discretion of Executive Officer/Chairperson, Sundargarh Municipality.

9. In case of non completion of work, Executive Officer, Sundargarh Municipality shall have the right to rescind the contract and entrust the balance portion of the work to such agency as deemed fit and the excess expenditure if any incurred in the process of execution of the balance quantity of work shall be recovered from the Contractor.
10. Executive Officer, Sundargarh Municipality shall have the right to resort to any of the aforesaid penal clauses (Clause. 8 &9) as deemed fit by him.
11. Recovery towards hire charges of machineries of Sundargarh Municipality shall be made from the Contractor bill amount from time to time at such rate as in vogue on the date of execution of agreement.
12. The Contractor also shall remain solely responsible for materials collected by him for utilization in the work till it is fully utilized irrespective of any payment made to him in respect of such collection.
13. Executive Officer, Sundargarh Municipality reserves the right, without informing the Contractor to make such increase or decrease in the quantities of items of work mentioned in the schedule of rates attached here to as may be considered necessary to complete the work fully and satisfactorily. Such increase or decrease shall in no case invalidate of various items of work are liable to alteration and commission or addition and deduction and such commission, addition; deduction shall in no case invalidate the contracts.
14. Any extra quantity of work done over the approved quantity shall be executed by the Contractor as per his agreement rates after accept of order to that effect.
15. Any extra item of work executed beyond the items of the work covered in the agreement shall be executed after execution of supplementary agreement at CSR in force on the date of execution of the agreement such supplementary agreement if required will be approved by Executive Officer, Sundargarh Municipality.
16. All work shall conform to the detailed standard specification of OPWD code with amendment from time to time.

17. A Contractor shall put his signature on the measurement book and the bill before payment is made to him as a token of acceptance of the quantities, specification, rate and amount of the bill and no claim shall be entertained at a later date.
18. All such work show measurement and quantity cannot be verified at a later date shall not be got measured by the concerned sectional officer and got check measured by Asst. Engineer, or any officer superior to him in the Council before utilization, execution and covering up. No claim an account of execution of such work shall be entertained, if the quantity of work cannot be measured or check measured or verified after execution.
19. The Contractor shall make his own arrangement for water supply of bailing out water manually or mechanically at his own cost from the working area of building of bridge foundations, if required for the purpose.
20. The Contractor shall make his own arrangement for the internal road to the quarry of materials and for quarrying the materials and supplying stacking at road side or work site as directed by the supervising staff in measurable boxes of stacks including cost of all royalty freight and taxes which shall be borne by the contractor and the rate for such items of works shall be the furnished rate as herein agreed upon.
21. It shall be the sole responsibility of the Contractor to keep the site clear of any debris or light shrub jungle before layout of alignment at his own cost. It shall also be the responsibility of the Contractor present the finished work or the building in a useful or habitable condition within the scope of the contract and all site clearance or cleaning required for the purpose shall be done at his own cost.
22. Night work can be done in the interest of the work provided the Contractor makes his arrangement for security, safety and lighting.
23. The Contractor shall not sublet any part of the work to any other agency on contract or subcontract basis. Any such act by the Contractor shall be deemed as unauthorized and Sundargarh Municipality shall not be in any manner responsible for such act of dispute or controversy or loss of damage arising out of such act.

24. The Sundargarh Municipality shall not be bound to pay any compensation on account of damage or loss due to carelessness or mishandling or natural calamity caused to any labours, machinery, stock materials or such portion as completed or incomplete work which shall be exclusively borne by Contractor till the date of completion of the work.
25. The Contractor shall not engage any under aged labourer.
26. The Contractor shall not engage any labourer above the age of 60 years except those engaged in supervising or accounting work of the Contractor.
27. The Contractor shall not engage any sick labourer and any woman in advanced stage of pregnancy. The Contractor shall not engage and person who is originally accused or convicted or undergoing sentence of imprisonment.
28. The Contractor shall abide by such rules regulation and wages and conditions as laid down by the Government of Odisha in labour on part of such other appropriate departments.
29. The Contractor shall remain liable to such actions orders and penal actions as shall be deemed fit by the Government of Odisha in labour department of other proportionate Departments as unforced by such officers of the Government of Odisha who have been legally authorized to take such action from time to time and the Sundargarh Municipality shall not be held responsible for such actions taken against the Contractor.
30. The Contractor shall not engage any woman labour within 1 KM of Military or Para Military barrack or any cantonment area Tank.
31. The Contractor shall remain responsible for general sanitation security and safety of all labourers engaged by him and of accommodation and supply or ration to labourers staying at his work site.
32. Any compensation payable to labour in any form due to any cause shall be the exclusive responsibility of Contractor.
33. All stock and T & P materials outstanding against the Contractor including surplus material shall be returned at the place of delivery in good useful or serviceable condition failing which the recovery of cost of the same shall be made from the amount of payment to the Contractor.

34. If in the opinion of Executive Officer, Sundargarh Municipality the Contractor has failed to return such quantity of materials with malicious motive then the Executive Officer, Sundargarh Municipality shall have the right to recover from the Contractor's outstanding bill amount or security deposit and amount up to equal to five times the cost of such materials.
35. A site order book shall be maintained by the Contractor which shall be pagged and got certified by the Executive Officer and kept at work site for recording such order as may be required from time to time in the interest of work by the supervising staff and such order shall be signed by the Contractor. He will be the custodian of site book till completion of the work after which the book shall be returned to A.E in charge.
36. Security shall be kept deducted at the rate 5% from every running bill and final bill in respect of infrastructure works in addition to E.M.D and I.S.D deposited at the time of tender or agreement and the same shall be released after expiry of One year from the date of payment of the final bill/after post audit provided that Executive Officer, Sundargarh Municipality shall have the right to make such relaxation on the release of security deposit as deemed fit by him.
37. Any claim regarding, any monetary compensation due to the Contractor shall be referred in writing to the Executive Officer, Sundargarh Municipality within seven days occurrence of two cause of such claim. The decision of the Executive Officer, Sundargarh Municipality shall be final and binding on the Contractor.
38. In case it is felt by the Contractor that any amount or compensation or loss or damage is payable to him over and above the decision of the Executive Officer, Sundargarh Municipality, the same can be decided in the appropriate Court of law, on move by the Contractor in his form of a money suit only.
39. For the purpose of Jurisdiction in case of such litigation shall be deemed to have occurred within the jurisdiction of subordinate judge, Sundargarh.
40. The aforesaid clauses and special conditions are only illustrative and not exhaustive and such other conditions and contingency as shall arise from time to time shall be decided in conformity with natural justice.

Certified that I have fully read & understood the meaning & implication of the clauses and special conditions of the contract and to hereby undertake to abide by the said clause and conditions without reservation.

Signature of Tenderer/Authorized person
Representing Contractor

Executive Officer
Sundargarh Municipality

GENERAL CONDITIONS

1. The EMD of tenderers accepted or proposed to be accepted shall be retained in the Municipal Council Office till such time after completion of the work as the competent authority of the Municipal Council shall deem fit.
2. On acceptance of valid offer by the Sundargarh Municipality intimation will be given by ordinary post to the participant Contractor for deposit of prescribed amount of I.S.D and execution of agreement and non deposit of I.S.D shall entitle for forfeitures of Earnest money deposited.
3. The successful Contractor who executes a valid agreement with the Sundargarh Municipality shall be called as the executing agency and shall abide by the terms and conditions of the Council as prescribed from time to time.
4. The work will be completed in every respect within period of (time of completion) / months from the date of commencement of the work as indicated in the work order by the Sundargarh Municipality.
5. The extension application will be considered in case of delay in completion of work subject to valid reason and timely intimation as stipulated in the agreement to be eventually drawn with the successful Contractor.
6. This D.T.C.N. forms part of the agreement and each page of the DTCN is be signed by the Contractor as a token of acceptance of the terms and conditions of the DTCN as enclosed to the Contract document.
7. If the Contractor stops or slow down the progress of work under any plea whatsoever, he shall be liable to pay the full penalty under relevant clause of the contract.

8. Cement concrete in bridge/culvert slabs, road concrete, beams, foundation etc. prescribed by the Assistant Engineer or Junior Engineer-in-charge shall be machine mixed and vibrated and Contractor shall arrange his own concrete mixer, Vibrator, Pumps, Road Roller, Tar boiler Hot mix plant etc. at his own cost for the purpose.
9. All the materials to be used in work should got approved by Engineer-in-charge material testing will be done as per IRC/PWD specification and the expenditure will be borne by Contractor. After completion of the works the Contractor shall arrange at his own cost all requisite and equipments for testing the building roads water supply and sewerage system, electrical Installation if found necessary and bear the entire cost of such test.
10. Rubble stone boulders, rough stone soling stones are to be measured by volume of closely packed stacks, volumes for void should normally be deducted from closely packed stacks, for loosely packed stacks percentage of void should be determined on actual observations and deducted or assessed at site by the Engineer-in-charge/ Assistant Engineer, Junior Engineer of the authority.
11. 12 percent will be deducted from metal and moorum stacks. The box heaps of 1.5 x 1.5 x 0.5m to be measured as 1.5 x 1.5 x 0.43m= 1 cum, similar measurement to be adopted for gravel stacks and void deducted. The rates should be excluding voids.
12. Item work not covered by Contract will be paid at the Current Schedule of Rates of the Public Health Department/Public Works Department and those not covered by the S.R. will be paid on actual analysis approved by the Executive Officer.
13. Standard public works Department/Public Health Department/Electrical Department specification of Govt. of Odisha/I.S.I specification where applicable as to be decided by the Engineer-in-charge will be followed in executing the work.

14. The Contractor will make no claim on the rates quantities and amounts that will appears in the agreement and the total work in complete shape will be handed over to Sundargarh Municipality within the time allowed by Sundargarh Municipality.
15. In case of any dispute in the meaning of specification description of items rates, conditions of agreement or due to errors/typo-graphical errors omissions or due to any other reasons the decision of the Executive Officer, Sundargarh Municipality is final and binding on both parties.
16. No part of contract shall be sublet without written permission of the Executive Officer, Sundargarh Municipality, Sundargarh or transfer be made by power of attorney authorizing others to receive payment on Contractor s behalf.
17. In case of non completion of work the Executive Officer /Chairperson, Sundargarh Municipality shall have the right to rescind the contract and entrust the balance portion of work to another agency as deemed fit.

Signature of Tenderer/Authorized person
Representing Contractor

Executive Officer
Sundargarh Municipality

ODISHA PWD / ELECTRICITY DEPARTMENT

CONTRACTOR'S LABOUR REGULATION

1. **Short Title** – These regulation may be called “ The Odisha 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 Odisha 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:**
 - a. The Contractor shall 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-Charge 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, ie 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 Odisha 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 Odisha 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 Odisha 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 Odisha may from time to time , add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Govt of Odisha in that behalf shall be final.

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

DECLARATION CERTIFICATE

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

SIGNATURE OF CONTRACTOR

AFFIDAVIT

(Applicable for All Bidders)

1. I, Sri/Smt/Ms.....,Son/Daughter/Wife of, hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"....."***(strike out whichever is not applicable)*** that I/we am/are validly registered asClass Contractor under Govt. of Odisha/ Sundargarh Municipality.
2. It is hereby declared that I/we are not currently deprived from tendering in any Govt. Organisation including Sundargarh Municipality and I/we have furnished the required eligibility documents as a valid tenderer for the above mentioned work.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to Sundargarh Municipality as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the aforesaid work. I/We also authorise Sundargarh Municipality to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of Sundargarh Municipality (if any) and I /we have no objection if such documents either in whole or part are perused, referred and considered.
4. The undersigned undertake to submit further information/ documents as may be requested for/required by Sundargarh Municipality in connection with this tender within the stipulated period to be intimated by Sundargarh Municipality either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as non-response/incomplete and hence Sundargarh Municipality shall be at liberty to take any action as deemed fit against me/us as well as to decide/cancel my/our the tender for the work and I/we will have no claim against such decision of Sundargarh Municipality.
5. My/our present address for correspondence isand my Telephone Contact number is.....and e-mail ID for..... correspondence is..... I/We shall promptly and voluntarily intimate the Tender Inviting Officer (Executive Officer, Sundargarh Municipality) 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 changes falling which, I/we will be held responsible for any eventual delay/gap in correspondences/communications between me/us and Sundargarh Municipality and subsequent follow-up actions and situation which may arise due to such delay/gaps.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work, "..... invited by Sundargarh Municipality vide Bid Reference No. (Sl. No.....) are true and correct.

(Deponent)

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

AFFIDAVIT

(Applicable for SC/ST Bidders)

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/My Company am/is entitled for exemption of EMD & ISD and accordingly, I/My Firm/My Company have/has submitted tender for the work,"....." vide Sundargarh Municipality, NIT No.....
3. I/My Firm/My Company 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 & 4 (Information for the Intending Bidders) in support of my/our aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded/submitted on-line along with my/our tender for the aforesaid work.
5. In addition to those, other documents and original(s), as required by Executive Officer, Sundargarh Municipality to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of Executive Officer, Sundargarh Municipality through telephone/letter/e-mail failing which my/our tender shall be liable for rejection.

(Strike out whichever is not applicable)

(Deponent)

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

AFFIDAVIT

(Applicable for Contractors with Physical Disabilities)

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 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,"....." vide Sundargarh Municipality, NIT No.....

3. Necessary documentary evidence(s) as prescribed in the Tender Notice at * and at Sl.2 & 4 (Information for the Intending Bidders) in support of my aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded/submitted on-line along with my tender for the aforesaid work.

4. In addition to those, other documents and original(s), as required by Executive Officer, Sundargarh Municipality to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of Executive Officer, Sundargarh Municipality through telephone/letter/e-mail failing which my tender shall be liable for rejection.

(Deponent)

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), Odisha, Bhubaneswar and solemnly affirm that, I/we shall follow the "**Employees Provident Fund and Misc. Provision Act, 1952 & rules / schemes**", made thereunder, 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, Sundargarh Municipality authority will be at liberty to deduct **26%** of the labour component amount of the Contract & shall retain it as an **additional security with Sundargarh Municipality**.
4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by Sundargarh Municipality without any interest subject to fulfillment of other compliances / conditions.
5. That, this affidavit is required to be produced before the authority of Sundargarh Municipality for tender purpose.

That the facts stated above are true to the best of my/our knowledge.

(Deponent)

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

AFFIDAVIT

(Applicable for Engineer Contractors Intending to Avail Exemption of EMD & ISD as per OPWD Code)

- 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 as an Engineer Contractor during the year..... for exemption of EMD & ISD as per Works Deptt. Guideline & OPWD Code.
- 5) That, I/we shall ensure production of my/our valid Original Contractor's Registration Certificate (license) after or during opening of bids (as per direction of Executive Officer, Sundargarh Municipality) for the above work for verification and also for subsequent entry of exemption of EMD and/or ISD(if found eligible and availed the exemption of EMD and/or ISD in my/our license) as per direction of Executive Officer, Sundargarh Municipality within such time as directed by him failing which action, as decided by Executive Officer, Sundargarh Municipality, may be taken against me/us and appropriate steps may be taken by Sundargarh Municipality to facilitate execution of the tendered work.

(Deponent)

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