

1. Short title : These regulations may be called " The Orissa Public Works Department/ Electricity Department Contractor's Regulations

2. Definition : In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say :

- (1) "Labour" means workers employed by a contractor of the Orissa Public Works Department / Electrical Department directly / indirectly through a sub-contractor or other person, or by an agent on his behalf.
- (2) "Fair Wages" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have (4) been prescribed under the Minimum Wages Act 1948 wages at such higher rates should constitute fair wages.
- (3) "Contractor" shall include every person whether a Sub-contractor or headman or agent employing labour on the work taken on contract.
- (4) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rates wages, if any

3. Display of notice regarding wages etc.
(a) Before the commence his 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, notice in English and is 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 which the work is done.

(b) Send a copy such notice to the Officer-in-Charge of the work.

4. Payment of wages.

(1) Wages due to every worker shall be paid to him direct.

(2) All wages shall be paid in current coin or currency or in both.

5. Fixation of wage period.

(1) The contractor shall fix the wage period in respect of which the wages be payable.

(2) No wage period shall exceed one month.

(3) Wages of every workman employed on contract shall be paid before the expiry of ten days, after the last day of the wages period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which is employment is terminated.

(5) All payments of wages shall be made on working day.

6. The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars:

(a) Rate of daily or monthly wages.

(b) Nature of work on which employed.

(c) Total number of days worked during each wage period.

(d) Total amount payable for the work during each wage period.

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Block Development Officer
Tumudibandha

Report of labour Welfare Officer

The labour Welfare Officer or any other persons authorised by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor in regard to such provisions.

Power of Labour Welfare Officer to make investigation or inquiry

The labour Welfare Officer or any other persons authorised by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor in regard to such provisions.

The contractor shall maintain a register of fines and all deduction for damage or loss, such register shall mention the reason for which fine was imposed or deduction for damages or loss made.

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Register of fines, etc.

- (1) The contractor shall maintain a register of fines and all deduction for damage or loss, such register shall mention the reason for which fine was imposed or deduction for damages or loss made.
- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the workers has been given an opportunity of showing cause against such fines or deductions.
- (3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recovered from him by instalments or after the expiry of 60 days from the date on which it was imposed.
- (a) Fines
- (b) Deduction for absence from duty i.e., from 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.
- (c) Deductions for damages 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 damages or loss is directly attributable to his neglect or default.
- (d) Any other deductions, which the Government may from time to time allow.
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Fines and deductions which may be made from wages:-

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following:
 - (a) Fines
 - (b) Deduction for absence from duty i.e., from 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.
 - (c) Deductions for damages 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 damages or loss is directly attributable to his neglect or default.
 - (d) Any other deductions, which the Government may from time to time allow.
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- (4) No fine imposed on any worker shall be recovered from him by instalments or after the expiry of 60 days from the date on which it was imposed.
- (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
- (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The Block Development Officer, Tumudibandha may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

12. The labour Welfare officer or other authorised as aforesaid shall submit a report of the result of his investigation or enquiry to the Block Development Officer, Tumudibandha concerned indicating the extent. If any to which the default has been committed with a note that necessary deduction from the contractors will be made and the wages and the other dues be paid to the labour concerned.

13. Appeal against the decision of Labour Welfare Officer
Any person aggrieved by the decision and recommendation of the labour Welfare Officer or the their person so authorised 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 the Block Development Officer, concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
13. Inspection of Registers
The contractor shall allow inspection of the wage book and the wage cards to any of his workers of his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorised 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. Amendment
Government of Orissa may from time to time, add to or amend these regulations. On any question as to the application, interpretation of the effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Orissa in that behalf shall be final.

SPECIAL CONDITIONS OF THE CONTRACT

1. DEFINITION

In the Contract (as hereinafter defined) the following words and expressions will have the meanings here by assigned to them:

- a) Approved/Approval- Means approved in writing.
- b) Construction Plant- Means all equipments, appliances or things of whatsoever nature required for the executing, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- c) Contract - Means the instruction and information for tenderer General and Special conditions of the contract, Technical specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
- d) Contractor- Means the particular person, firm or Corporation with whom the contract has been made for executing the work.
- e) Drawing - Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Block Development Officer, Tumudibandha, and such other drawings as may from time to time be furnished or approved in writing by the Officer-in-Charge.
- f) Officer-in-Charge- Means the Block Development Officer, Tumudibandha, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Block Development Officer, Tumudibandha, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.

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- g) Government - Means Government of Orissa, Department of Water Resources.
h) I.S.S. / B.I.S. - Means Indian Standard Specifications/Bureau of Indian Standard.
i) Temporary works - Means all temporary works of every kind required for the performance of the contract.
j) **SPECIFICATION** - Whenever the terms " Specification " is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

2) **PERIOD OF COMPLETION**

The period of completion shall be 3(three) calendar months specified in Detail Tender Call Notice from the date of issue of notice to proceed with the work.

3) **LANGUAGE OF THE CONTRACT**

All written material and correspondence in connection with the contract shall be in English.

4) **REFERENCE MARKS AND BENCH MARKS**

The basic centre lines, reference points and bench marks will be fixed by the Officer-in-Charge . The contractor shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all his bench mark and reference lines. He shall take precaution to see that the lines, points bench marks by the Department are not disturbed by his work and shall make good such damage.

5) **Defects Liability** - The contractor shall be responsible to make good at his own expense, any defect which may develop or may be noticed before the expiry of six months from the certified date of completion and which is attributable to the contractor. All notices of such defect shall be given to the contractor promptly. In case the contractor fails to make good the defects, the Block Development Officer, Tumudibandha, may employ other persons to make good such defect, and all expenses consequent thereof and incidental thereto shall be borne by the contractor.

In the event Government takes over portions of works, as they are completed, the liability of the contractor under this clause for those portions shall extend to a period of six months from the actual date on which portions of the works are taken over.

6) **Setting out works** - The contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignments grade and levels as shown in the drawings and directed by Officer-in-Charge of the work and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instrument and shall co-operate with the Officer-in-Charge of work to check all alignments, grades, levels and dimension. Such checking shall not absolve the contractor of his own responsibility of maintaining the accuracy of the work.

7) **ACCIDENTS.**

It shall be the contractor's responsibility to protect against accidents on the works. He shall indemnify the Government against any claims for damage or for injury to person or property resulting from and in the course of work and also under the provision of the workmen's compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the contractor shall within twenty four hours of such accident report in writing to the Block Development Officer, Tumudibandha, the fact stating clearly and in sufficient details the circumstances of such accidents on the subsequent action. All other accidents on the works involving injuries to persons or damage to property other than that of the contractor shall be promptly reported to Block Development Officer, Tumudibandha, stating clearly and in sufficient details the facts and circumstances of the accidents and action taken. In all cases the contractor shall indemnify the Government against all loss or damage resulting in directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any payable by the government as a consequence of failure to give notice under workman's compensation act or failure to confirm to the provisions of the said act in regard to such accident. In the event of an accident in respect of which compensation may become payable under the workman's compensation Act. - III of 1928 including all modifications thereof whether such compensation may become payable by the contractor or by the government as Principal Employer, the Block Development Officer, Tumudibandha, may retain out of money due and payable to the contractor such sum or sums of money as may be in opinion of the Block Development Officer, Tumudibandha, be sufficient to meet such liability. On receipt of award from the Labour Commissioner in regard to quantum of compensation, the difference in account will be reimbursed or recovered from the contractor.

8. **OFFICER-IN-CHARGE 'S DECISION:**

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It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawing and contract specification, mode of procedure and the carrying out of the work, the decision of the Block Development Officer, Tumudibandha, which shall be given in writing, shall be final and binding on the contractor. The Officer-in-Charge's final authority applies to technical consideration and does not include decisions regarding sums due to or from the contractor for extension of time.

9. FORCE MAJEURE:

Neither party shall be liable to other for any loss or damages occasioned by or arising out of acts of God. Such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but restricted to general strikes, invasion, the act of foreign countries hostilities or war like operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by prudent person.

SETTLEMENT OF DISPUTE:

If the contractor considers any work demanded of him to be outside the requirements of the contract or considers drawing record or ruling of the Officer-in-Charge, on any matter in connection with or arising out of the contract or any part of the work to be unacceptable, he shall promptly ask the Officer-in-Charge in writing for written instruction or decision. There upon the Officer-in-Charge shall give his written instructions or decision within a period of thirty days of his request. Upon receipt of the written instruction or decision, the Contractor shall promptly proceed without delays to comply with such instruction or decision. If the Officer-in-Charge fails to give his instructions or decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the instruction or decision of the Officer-in-Charge, the contractor may within thirty days after receiving instructions or decision of the Officer-in-Charge approach to the higher authority who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Authority shall give his decision within a period of thirty days after the contractor has given the evidence in support of his appeal, which shall be binding upon the contractor.

CONSTRUCTION PROGRAMME

i) The contractor shall have to submit the construction program i.e. the Plan and Program of execution for completion of the work in time, to the Officer-in-Charge through the concerned Asst. Engineer to carry out the execution accordingly, subject to approval of the Officer-in-Charge.

ii) If the revised construction program is required on account of non-completion of work for which Extension of Time is required or for disruption of the execution in the stipulated period, the contractor shall have to submit the same to the Officer-in-Charge along with the Extension of Time application, if extension of time is prayed for or immediately after completion of the execution mentioning the clear reasons, for revision of work programme. The decision of the Officer-in-Charge is final and binding on the contractor.

Price escalation if applicable as per Clause-30 of conditions of contract for the extended period shall be paid subject to approval of extension of time by the competent authority and approval of the payment by the Government of Orissa, Department of Water Resources, Bhubaneswar.

With reference to Clause-10 of the condition of contract, authorised items of work not covered by the tender schedule will be paid at the current schedule of rates. In order to execute the non schedule of extra item of work, if the Officer-in-Charge thinks it proper that the additional work which is neither included in Schedule of Rate nor in contract is to be executed by the same Agency and the Rate offered by the contractor is not acceptable to Officer-in-Charge the rate of said extra item of work shall be derived on the basis of actual field observation in consultation with the contractor with provision of contractor's profit @ 10 % as envisaged in Schedule of Rate of Works Department, which shall be binding on both the parties. The programme of observation shall be mutually chalked out in a manner not to hamper the progress of work.

Materials if available in the store of the department may be supplied to the contractor at the issue price to be fixed by the Officer-in-Charge. The contractor will receive the materials himself or through his authorised agent and sign in the departmental receipt of the materials, carriage of materials from the departmental store to the work site will be done by the contractor at his own risk and cost.

The contractor shall make at his own cost housing accommodation, drinking water and provide medical aid to the workers engaged on the work.

The right is reserved to increase or decrease in the quantities or items of works mentioned in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the contract work and such increase or decrease shall not be entitled for any compensation on this account except extension of time when considered necessary.

The work will be executed as per detailed standard specification of the Government of Orissa, Measurement of earthwork / gravel and stone product such as metal, chips, stones, boulders, rough stones and soiling stones will be taken as per the above specification and payment will be made for the quantity arrived at after deduction of voids.

The work may be split up and distributed among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.

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Block Development Officer
Tumudibandha

CLAUSE:
BEFORE ISSUE OF THE ABOVE MATERIALS TO HIM, THE CONTRACTOR SHALL FURNISH BANK
TEE OF ANY OF THE NATIONALISED BANKS FOR A SUM EQUAL TO THE COST OF MATERIALS. THE
GUARANTEE SHOULD BE VALID FOR THE ENTIRE PERIOD OF AGREEMENT. THE SAME MAYBE REFUNDED
E CONTRACTOR ONLY AFTER THE MATERIALS SUPPLIED TO HIM ARE FULLY UTILISED IN THE WORKS
OST THEREOF RECOVERED FROM HIS BILL (S) IN FULL OR THE MATERIALS ARE PARTLY UTILISED. THE
LISED MATERIALS ARE RETURNED BY HIM TO THE DEPARTMENT IN FULL IN GOOD CONDITION AND
PT THEREOF DULY ACKNOWLEDGED BY THE CONCERNED DEPARTMENT OFFICER."

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