

Contractor

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Block Development Officer
Tumudibandha

Block Development Officer,
Tumudibandha

Certified that this Tender Schedule contains 33 Pages only.

<p>Construction of Block Public Health Unit at CHC, Tumudibandha of Tumudibandha Block in the district of Kandhamal Name of the G.P.- Tumudibandha</p>
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For the work

BID DOCUMENT

Panchayat Samiti, Tumudibadha

Panchayati Raj & Drinking Water Department

GOVERNMENT OF ODISHA



Tender schedule

NAME OF WORK:- CONSTRUCTION OF BLOCK PUBLIC HEALTH UNIT AT CHC TUMDIBANDHA OF TUMDIBANDHA BLOCK IN THE

DISTRICT OF KANDHAMAL

EMD required :- Rs Nil

Last date of sale of tender paper:-17.10.2022

Cost of tender paper RS 6000/-

Last date of Receipt of tender paper:- 19.10.2022

Class of Contractor "B" and "C"

Date of opening of Tender paper:- 20.10.2022

Time of completion 06(Six) months

Sl No	Name of Item	Quantity	Unit	Rate	Amount
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1	Earth work in hard soil or gravelly soil within 50m. Initial lead and 1.5m initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3m in depth and as per the direction of the EIC.	63.97	Cum	195.38	12498.46
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2	Filling foundation and plinth with good coarse sand including watering & ramming as directed by the Engineer in charge.	38.87	Cum	384.13	14931.13
3	Cement Concrete M10(1:3:6) with 4cm size hard granite metal including cost, conveyance, royalty, taxes, watering and curing etc. complete.	24.64	Cum	4945.01	121845.05
4	Cement concrete (1 : 2 : 4) using 12 mm size HG CB chips including laying lowering concrete, watering and curing & cost carriage royalty and taxes of all materials etc.	1.89	Cum	6915.07	13069.48
5	RCC wok of M-20 grade with 20mm downgraded size hard granite chips including hoisting and laying				

5.1	Column Base	11.32	Cum	6020.28	68149.57
5.2	Column(Ground Floor)	6.11	Cum	13359.40	81625.93
5.3	Column(First Floor)	4.23	Cum	14944.67	63215.95
	Head Room	0.75	Cum	16829.68	12622.26
5.4	Plinth Beam	5.27	Cum	6379.81	33621.60
5.5	Lintel	2.02	Cum	9611.50	19415.23
	Lintel(First Floor)	2.10	Cum	10447.19	21939.10
5.6	Chajja	8.27	Squm	846.34	6999.23
	Chajja(First Floor)	9.75	Squm	947.69	9239.98
	Chajja(Head Room)	1.30	Squm	1068.23	1388.70
5.7	Shelve	5.95	Squm	787.29	4684.38
	Shelve(First Floor)	8.41	Squm	895.85	7534.10
5.8	Root Beam(Ground Floor)	6.06	Cum	13359.40	80957.96
	Root Beam(First Floor)	6.54	Cum	14944.67	97738.14
	Root Beam(Head Room)	0.69	Cum	16829.68	11612.48
5.9	Root Slab(GF)	16.38	Cum	10227.08	167519.57
	Root Slab(FF)	14.58	Cum	11185.89	163090.28
	Root Slab(Head Room)	1.42	Cum	12319.14	17493.18
5.10	Stair Case(GF)	1.44	Cum	9791.00	14099.04
	Stair Case(FF)	1.24	Cum	10662.58	13221.60

6	Supplying ,fitting and placing uncoated HYSD bar reinforcement complete as per drawing and technical specification.(Ground Floor)	51.03	Qll	9331.82	476202.77
7	Supplying ,fitting and placing uncoated HYSD bar reinforcement complete as per drawing and technical specification.(First Floor)	24.64	Qll	9434.91	232476.18
8	Hed Room	3.70	Qll	9434.91	34909.17
	Fly Ash brick work with 25cm x 12cm x 8cm size having crushing	25.93	Cum	4244.12	110050.03

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				strength not less than 75 Kg/cm ² with dimensional tolerance ±2 percent in cement mortar (1:6) in foundation and plinth per cum.(in foundation)
9		Cum	32.68	Fly Ash brick work with 25cm x 12cm x 8cm size having crushing strength not less than 75 Kg/cm ² with dimensional tolerance ±2 percent in cement mortar (1:6) in foundation and plinth per cum.(in Superstructure-Ground Floor)
10		Cum	35.86	Fly Ash brick work with 25cm x 12cm x 8cm size having crushing strength not less than 75 Kg/cm ² with dimensional tolerance ±2 percent in cement mortar (1:6) in foundation and plinth per cum.(in Superstructure-First Floor)
		Cum	9.35	Fly Ash brick work with 25cm x 12cm x 8cm size having crushing strength not less than 75 Kg/cm ² with dimensional tolerance ±2 percent in cement mortar (1:6) in foundation and plinth per cum.(in Superstructure-Head room)
11		Sqm	181.74	12 mm thick cement plaster in cement mortar (1:6) out side/face brick walls etc complete.(Ground Floor)
12		Sqm	165.89	12 mm thick cement plaster in cement mortar (1:6) out side/face brick walls etc complete.(First Floor)
		Sqm	29.75	Head room
13		Sqm	314.41	16 mm thick cement plaster in CM (1:6) over brick work inside surface of the wall including cost carriage royalty taxes and watering & curing etc. complete.(Ground Floor)
14		Sqm	331.61	16 mm thick cement plaster in CM (1:6) over brick work inside surface of the wall including cost carriage royalty taxes and watering & curing etc. complete.(First Floor)
		Sqm	32.47	16 mm thick cement plaster in CM (1:6) over brick work inside surface of the wall including cost carriage royalty taxes and watering & curing etc. complete.(Head Room)
15		Kg	964.25	Supplying, fitting and fixing of M.S. door, window and grill gate ... etc. complete as per direction of Engineer in charge..
		Kg	1013.25	First floor
		Kg	73.50	Head Room
16		Kg	405.00	Supplying, fitting and fixing of M.S. grill for window, ventilator ... etc. complete as per direction of Engineer in charge..
		Kg	393.75	First floor
17		Sqm	2.65	Supplying, fitting & fixing of window (siding type made up aluminum section 151-154, 151-155, as windows frame section No.151-155, 151-153 and 151-167 as shutter framw with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all taxes labour T & P etc complete as per direction of Engineer -in charge.
		Sqm	2.32	First floor
18		Rmt	6.71	Supplying, fitting, fixing of stainless steel of 304 grade in hand railing using 50mm dia of 2mm thick circular pipe with Balustrade of size 32x32x2mm @0.90 mtr. C/C and stainless square pipe bracing of size 32x32x2mm in 3 rows in stair case as per approved design and specification, buffing, polishing etc with cost, conveyance, taxes of all materials, labour, T&P etc required for the complete in all respect.
		Rmt	6.71	First floor

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- 2) Attested copy of PAN No. Furnished/ Not Furnished
- 3) Attested copy of GST Clearance (VAT-612) Furnished/ Not Furnished(As per existing GST-2017 Rule)
- 4) Attested copy of License Furnished/ Not Furnished
- 5) Copy of valid Labour License Furnished/ Not Furnished
- 6) The Envelop contain tender paper most inscribed with the work "TENDER PAPER" most be written in the top of the cover.

Total Rs _____

N.S.C Rs _____ Pledged/Un-pledged

N.D.B Rs _____ Pledged/Un-pledged

N.D.C Rs _____ Pledged/Un-pledged

N.P.S.C Rs _____ Pledged/Un-pledged

Postal Saving Pass Book Rs _____ Pledged/Un-pledged

EARNEST MONEY DEPOSITED

N.S.C Rs _____ Pledged/Un-pledged

N.D.B Rs _____ Pledged/Un-pledged

N.D.C Rs _____ Pledged/Un-pledged

N.P.S.C Rs _____ Pledged/Un-pledged

Postal Saving Pass Book Rs _____ Pledged/Un-pledged

Total Rs _____

On Cash Payment of _____ Rupees

Vide Receipt No. _____ dated _____

Registration of License Valid up to _____

Vide No. _____

Dated _____ of _____

OFFICE USE ONLY

My Quoted rate is _____ % (in figure) Excess/above estimated Cost

My Quoted rate is _____ % (in figure) less above estimated Cost

My Quoted rate is as per _____ rate as per estimated Cost

Special condition: All materials, labour, machinaries and equipments required to complete the work in all respect shall be arranged by the tender at this own cost. The employer will bear no responsibility in this aspect.

28	Painting two coats with good enamel paint over a coat of primer / red oxide on iron works including cost, conveyance & taxes of all materials, T&F, labour charges etc complete.	129.14	Sqm	200.08	25838.33
Total: 28 (Twenty Eight Items) Only					3543084.00

DETAILED TENDER CALL NOTICE

1. Sealed tenders in the prescribed proforma are invited from the registered contractors of 'B', 'C', & 'C.' Class registered under Works Department, Water Resources Department, Govt. of Orissa, or of equivalent class to be eventually drawn in P.W.D. Form No.F2 for the work "Construction of Block Public Health Unit at CHC, Tumudibandha of Tumudibandha Block in the district of kandhamal". The Tender paper will be available for sale in the office of the Block Development Officer, Tumudibandha / District website www.kandhamal.nic.in from 30.9.2022 to 17.10.2022 (Time 11 AM to 4.30 P.M) excluding public holidays on payment of Rs. Rs.6000/- (Rupees six thousand) only. The last date of receipt of tender paper in the above mentioned offices in the tender box as well as through registered post / speed post on 19.10.2022 up to 3.00 PM. (The sale & receipt of the tender papers should be concurrent i.e. both will start simultaneously and end on the same date). The tenders will be opened by the Block Development Officer, Tumudibandha on 20.10.2022 at 11.00 A.M. in the office of the Block Development Officer, Tumudibandha in presence of the tenderers or their authorized representatives.
2. The value of the work tendered is Rs 3543084/-
3. No EMD is required as per Office memorandum No.5984 dated 27.4.2021 of works department, Government of Odisha. Instead the bidders are to submit a "Bid Security Declaration" in shape of an affidavit that if they withdraw or modify their bids during period of validity etc, they will be suspended for the time specified in the tender documents.
4. The work is to be completed within 06 (Six) Calendar months (including Monsoon) from the date of issue of the work order.
5. (a) The plans, specification and scope for the work can be seen in the office of the Block Development Officer, Tumudibandha during office hour of the working days.
6. Each tender must quote a definite rate for each item of work to be included in the contract and tenders containing indefinite terms such as estimated rates or schedule of rates or percentage basis will not be considered.
7. Authority reserves the right to reject any or all the tenders without assigning any reason there to.
8. All rates should be for finished items of work unless otherwise mentioned in the tender schedule.
9. Conditional tender will be rejected.
10. The tender will not likely be considered unless the tenderer encloses a true copy of the valid PAN Card, VAT Clearance Certificate, License produced before under contract labour (R&A) Act 1970 along with his tender and original certificate is to be produced before the Officer of the Department at the time of opening the tender.
11. The following materials will be supplied from the department stores as per the availability at the prevailing rate noted against each. Carriage of materials to the work site including loading and unloading is the responsibility of the contractor and no extra payment for the same will be made by the department. In case of non-availability of the materials in the Department store, the contractor has to make his own arrangement to procure the materials for use in the work without any extra charges to the Department.
- (i) Cement in gunny bags or paper bags (including 10% storage charges but excluding cost of container) @Rs.640.00 (Rupees Six hundred forty) per one quintal.
- (ii) Royalty for stone product @ 138.29 (Rupees one hundred thirty eight and twenty nine paise) only. Per cum and for sand & Moorum @ Rs.38.41/- (Rupees thirty eight and forty one paise) only per cum is to be recovered from the bill of the contractor.

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(v). Empty cement bag @ 378.00 (Rupees three hundred seventy eight) only per 100 bags is to be recovered from the bill of the contractor.

12. The materials required to be issued direct to work will be delivered to the contractor at site of work by the Department. The contractor is responsible for its safe custody from theft, pilferage and other damages to the materials. The contractor shall deliver to the Officer-in-Charge all articles of archaeological importance as and when those are found in course of execution.

14. The right is reserved with the competent authority to make any increase or decrease in quantity for items of work mentioned in the schedule attached to the tender notice as may be considered necessary during actual execution of the work and such increase or decrease shall in no way invalidate the contract or rates. The contractor shall not be entitled to any compensation on this account except extension of time where considered necessary.

15. The tender whose tender is accepted shall forthwith upon written intimation being given to him regarding acceptance of his tender make an initial security deposit within fifteen days of such intimation and sign the agreement in P.W.D. Form F² for the due fulfillment of the contract in the office of the Block Development Officer, Tumudibandha. This security deposit together with the earnest money should be taken as security deposit for the fulfillment of the contract, failure to entry in to the required agreement or to deposit the security money within the stipulated period shall entail forfeiture of the earnest money.

16. The earnest money of the unsuccessful tenderer will be refunded on application as per rules applicable.

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

18. The contractor shall have to furnish a certificate along with the tender to the effect that he is not related to any officer of the department of the rank of Assistant Engineer or above or any Officer of the rank of the Assistant Secretary or above of P.R. Department.

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

19. (a) In view of recent amendment to rule 4-7 & 90 of OPWD contract Registration rules 1967 as per Works Department OM NO. 15443 DATE 01.08.05 on clarification is awaited, the contractor is required to submit an undertaking as follows: "I here by undertake to deposit the differential amount of enhanced registration fee / security deposit / renewal fee as and when required in order to maintain the validity of my registration falling which I shall have no say if my tender is rejected / not considered".

19. (b) Engineer Contractors who want to avail EMD exemption have to give one affidavit with tender declaring there in to the effect that they have not yet participated in three number of works with exemption of EMD during this financial year and to show the original registration certificate to the tender opening authority for confirmation at the time of opening of the tender falling which the tender will not be considered.

19. (c) The tenderer while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents and bank guarantee if any. (Annexure-A)

20. No compensation for any damage done in rains and laborers made idle, floods cyclone, public agitation, not, labour strike or by any other natural calamity during the execution of work be paid to the contractor and so the contractor should include all such contingencies while quoting his rates.

21. Letters found in the tender box intimating modification to the tender already submitted will not be considered.

22. The contractor shall have to arrange water required for the work at his own cost.

23. The contractor shall make arrangements at his own cost at the work site for proper storage and safe custody of the materials made over to them / him. The Officer-in-Charge shall have the right to refuse to issue materials unless he is satisfied regarding proper storage arrangement of the site made by the contractor.

24. The tender which is not in the prescribed Proforma and not strictly in accordance to the terms and conditions of this tender notice is liable for rejection.

25. No compensation is payable to the contractor in case of delay in handing over the site. Only extension of time will be allowed if considered necessary.

26. The work has to be carried out strictly in accordance with the Orissa P.W.D. detailed standard specification. The tenderer shall have to abide by the Orissa P.W.D. Code rules as introduced by Government of Orissa and amended from time to time.

27. The tenderer shall have to abide by the C.P.W.D. rules introduced by the Government of India, Ministry of Works, Housing and Supply in the Standing Order No.44 to 50 dated 25.11.1967 which can be seen in the Office of the Block Development Officer, Tumudibandha on working days.

28. Machines such as Pumps, Concrete mixers, Tractors, Sheep Foot Rollers, Crawler Tractor, Power Road Roller and Vibrator and other machineries as may be required for the work are to be arranged by the contractor at his own cost. However the department may supply the above machineries if available and hire charges are to be recovered as noted in the current schedule of rates of the Govt. from the date of handing over to the date of the delivery even if the machinery does not work for any particular day and according to the

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29. Any person or party having requisite qualification as mentioned above vide Clause 1 will also be eligible to purchase the tender papers by post on payment of an extra amount of Rs. 500.00 over the cost of the document to the Block Development Officer provided that the cost of the tender papers should reach any of the authorities mentioned above on or before the last date and time fixed for sale and receipt of tender papers. Any claim with the cost of the tender papers was sent in time will not be entertained. As such the contractor should ensure that the cost of tender papers should reach to the above authorities in time. The officers mentioned above will not be held responsible for the postal delay if any, in the delivery of the documents or non receipt of the same. Similarly any body intends to send his tender documents by post will also be eligible to do so but he / they should ensure that the tender documents should reach before the date fixed for receipt of tender papers in any Office as mentioned above. Any delay on receipt of tender papers will be rejected and this department will not be responsible for such delay under any circumstances.

30. Boulders and metal should be stacked with maximum compactness. A minimum of 1/6 and 12 1/2% respectively will be deducted towards voids. If in the opinion of the Officer-in-Charge the stack is not properly compacted, he may deduct necessary higher percentage of void according to his judgment which shall be binding on the contractor without any objection.

31. The contractor is to supply necessary labour and materials for the purpose of giving and checking of alignment lay out and profiles, construction and maintenance of level pillars, bench mark etc. whenever required at his own cost. Accommodation for labour, supply of controlled commodities for imported laborers is the contractor's responsibility. The Department may, at the request of the contractor, write to the concerned authorities for obtaining permits for controlled commodities. But no claim by the contractor will be entertained on his account whatsoever. The rate quoted by the contractor should be inclusive of all such incidental items.

32. Rates should be written both in words and figures. In case of discrepancy in rates between words and figures the amount written in words will prevail. The tender shall be written legible and free from erasure and over writing. Corrections where unavoidable should be made by scoring out, initialing dating and rewriting. Any tender which is illegible or full of corrections is liable for rejection.

33. Every tenderer should inspect the site of work before quoting his rates. He should also inspect the quarries, borrow areas from where he wants to obtain construction materials of required specification and satisfy himself about the lead involved and the rates quoted should include such lead. Any claim after words comparing in the actual lead and estimated lead will not be considered.

34. After the work is completed all surplus materials should be removed from the site of work and the vats, platforms etc. should be dismantled and all materials and debris removed from the site at the cost of the contractor and premises left neat and clean. This should include in the rates of the contractor.

35. The contractor has to arrange for adequate lighting arrangement for night work whenever necessary at his own cost.

36. The contractor will have to submit to the Block Development Officer, Tumudibandha monthly, the return of labour both skilled and unskilled employed by him on the work.

37. No part of the contract shall be sublet without written approval of the Block Development Officer, Tumudibandha and in such event the contract may be rescinded or transfer made by power of attorney authorizing others to receive payment on the contractor's behalf.

38. If any further information is required, the Block Development Officer, Tumudibandha will furnish the same but it must be clearly understood that the tenders must be received in order and according to instructions.

39. Tenderer is required to go through each clause of P.W.D. Form F² carefully in addition to clauses herein before mentioned before tendering.

40. Shuttering and centering shall be with seasoned Sal wood plank, the concreting face of which shall be lined with M.S. sheeting and made leak proof and water tight or alternatively shuttering can be entirely steel.

41. The departmental will have the right to supply at any time in the interest of work departmental materials to be used in the work and contractor shall use such materials without any controversy or dispute on that account. The rates of such materials issued will be at the stock issue rates inclusive of storage charges fixed by the department or current schedule of rates whichever is higher.

42. The cement and different size of M.S. Rods will be supplied if available in the stock and cut pieces of M.S. Rods below 6 length will not be taken back by the Department. Contractor will make the best use of M.S. Rods as supplied to him without making to cut pieces and show the utilisation of the quantity issued to him.

43. Steel bars of only manufacturing companies such as SAIL are to be used in major structures like bridges, reconstructed buildings and water retaining structures. But re rolling steel bars should not be used in any work. The cement of the companies having their own manufacturing units in the State of Orissa, are to be used in all works.

44. The contractor will construct and maintain roads to quarries borrow areas, approach road within the project site and to individual structure as is necessary for transport of materials and inspection of work at his own cost.

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- 1. In case of any damage to Government property done due to negligence of the contractor resulting in damage or stoppage of work thereby the contractor shall be liable to be penalized to the extent of the assessed value of damage.
- 2. The cost of shoring and shuffling whenever necessary will be borne by the Contractor.
- 3. The materials recovered from the work during execution should be utilized by the contractor in the work. If any item of work exists, the rates of such materials will be deducted from the contractor at the schedule rates.
- 4. Under no circumstances, interest is chargeable for the dues or additional dues if any payable to the party.
- 5. The contractor should arrange additional shift of work for timely completion without additional payment.
- 6. After the work order is issued, the contractor will have to start the work immediately. If the contractor fails to start the work within one month from stipulated date of commencement or within a period of 1/4 of his contract period reckoned from the stipulated date of commencement which is earlier his contract will be rescind with full penalty.
- 7. The contractor / job worker shall pay prescribed wages to laborers deployed on work in accordance with provision of minimum wage Act, 1948 and rates revised in labour and employment department Notification No. 2023 dated 27.11.2003 and as amended from time to time.
- 8. The contractor should furnish the list of works executed during last 3 years supported with experience certificate from concerned Block Development Officer. (Annexure-B)
- 9. The contractor should furnish the list of T & P materials in hand for timely completion of the work along with Ownership Certificate.

(c) - Affidavit on Authenticity of the tender to be furnished by the tenderer with the Bid.

Annexure "A"

AFFIDAVIT

I, **Sr.** Aged years
Son/Daughter/Wife of Sr. at present residing,
M. P.O. Dist.
Pa. do hereby solemnly affirm as follows.

i) That, I possess a valid license for Execution of works contract issued by
 belongs to class & is valid up to
 I am submitting tenders before the Block Development Officer, Tumudibandha for execution of
 following works in response to Tender Call Notice No.

1.
 2.
 Etc.
 I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the Block Development Officer, Tumudibandha including E.M.D. in any shape are all authentic and bonafide documents in the eyes of the law of the land.

That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of Contractor

Note:-

Mention the license issuing authority.

Mention the date up to which the license is valid.

Mention name of works for which tender is being submitted.

PROFORMA

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Sr	Name of the machines/equipments	Identification No/ Engine/ Chassis No	Capacity	Year of purchase	Condition (Working/ Breakdown)	Since when deployed under him	When it is likely to be released from current assignment
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Carried that,

1. I have verified the ownership document with the identification No of the machines/equipments.

2. Machines are currently O.K. and deployed effectively for the work under the Division.

3. The facts provided are correct on the date of issue of this document to the best of my knowledge.

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4. In case the contractor proposes to engage machines/equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1 % EMD / bid security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to utilize the machines within the stipulated time as per the tender document.

5. The contractor intending to hire / lease machines / equipments are required to furnish proof of ownership from the company / person providing machines / equipments on hire / lease along with contracts / agreements / lease deed and duration of such contract.

SPECIAL CONDITIONS

1. The coffer dam either for impounding or diverting the flow of the Nalla and any channel that will be necessary for the purpose will be constructed and maintained by the contractor at his own cost. The channel will be bedded up when required to proper specification by the contractor for which no extra payment will be made.

2. If any time during construction of the work any blasting will be involve, the contractor will arrange at his own cost and take initiative for blasting materials compressor, jack hammer etc. to required rules and precautions as required in connection with the use of explosives. The contractor is to be abide by the rules and regulations of Indian explosive act, and engage licensed blaster only.

3. The carriage of departmental materials by the contractor should be made carefully and without any damage to the materials. The department reserves the right to inspect the carrying departmental materials at any place and time during the transit. If under any circumstances there is any loss or damage to the material during transit cost of such loss or damaged materials will be recovered from the contractor at 5 times of the stock issue rate for the materials. The department can waive this penalty under special circumstances.

4. The contractor shall not remove any equipment from site while the same is in his custody. If any part thereof is required to be sent out from site for repairs or otherwise the written permission from Officer-in-Charge should be obtained.

5. Measurement of earth work for embankment and in cutting will be done by section. Initial levels will be taken at every 15M apart along alignment and 3 M apart cross wise or closer, wherever necessary with reference to Bench Mark (which should be kept at site till finalization of contract) in presence of the contractor or his authorized agents and plotted in ink. This will be signed by the contractor or his authorized agent as a token of acceptance. After completion of work in all respect final level and final section will be superimposed on the initial level to calculate the difference in area. Average area between them multiplied by the common distance will give the earth work payable to the contractor. No extra payment will be made for any foundation settlement that might have occurred by the time of final measurement. The final measurement of the embankment will be taken after passage of one full monsoon. Otherwise a minimum of 1/6 of the volume will be deducted towards settlement of earth.

6. EXCAVATION IN ALL KINDS OF SOIL: Excavation in soil in the canal shall include excavation in all kinds of soil. (there than disintegrated rock and hard rock) including stony earth and gravels, stony earth mixed with boulders and boulder soil and slushy soil, as they appear in the Government of Orissa, Works Department Schedule of rates which can be excavated manually by conventional means of excavation such as by phawada, crowbars pickaxes without requiring loosening by blasting before removal.

7. EXCAVATION IN D.I. ROCK: During excavation of the canal D.I. Rock will be encountered. The D.I. Rock strata are normally excavated by conventional means such as using crow bars pick axe and pneumatic tools. But to get better out turn the contractor may resort to do light blasting at his own cost. The rate quoted shall include all such contingencies and claim for higher rate for resorting to blasting or any other method shall not be entertained.

8. Stones to be excavated is to be measured in solid normally but if the site condition do not permit solid measurement by sections as assessed by the Officer-in-Charge due to mixture of various rocks in the particular location stack measurement will be taken to recourse at the direction of the Officer-in-charge. From the stacks so measured deduction is to be made for voids @ 40% to arrive at solid measurement.

9. The blasted stones will be utilized in the work and an amount of Rs. 184.00 (Rupees one hundred eighty four) only per one cum including royalty will be deducted from the bill.

10. The embankment shall be built to the height and slope as per the profile with necessary extra height towards settlement so as to obtain the designed section of the embankment after completion and settlement.

11. Embankment may be built by manual labour by depositing the materials directly from excavation in uniform layers not exceeding 30 cm. Thickness by throwing earth from sides to give a conceive

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1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Block Development Officer. This notice will state the work to be carried out; the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specification, designs and drawings and any other documents required in connection with the submission of the tender, signed for the purpose of identification by the Sub-Divisional Officer / Block Development Officer, Tumudibandha shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer / Block Development Officer, Tumudibandha during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other person having authority to give actual receipts for the firm.

4. The memorandum of work tendered for the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the Office of the Block Development Officer.

(FORM F - 2)

ITEM RATE TENDER AND CONTRACT FOR WORK
ORISSA PUBLIC WORKS DEPARTMENT

1. All taxes including State Sales Tax are to be paid by the contractor.

2. All royalties or other charges for quarrying materials will be paid by the Contractor.

3. The tendered rates are for finished of works till completion of work even during extended period and no extra lead is admissible.

4. The contractor should be liable to indemnify the department for payment of any compensation under Workmen Compensation Act, VIII of 1923 on account of workmen employed by the Contractor.

5. Items not covered up by the contract will be paid at the current schedule of rate and items not covered up by the current schedule of rates will be paid for at rates approved by the competent authority and these rates will be based on actual work done as per analysis on the basis of current schedule of rates.

6. It should be clearly understood that no claim whatsoever will be entertained as regards extra items of work or extra quantities of any items besides the estimated amount. A written order must be obtained from a responsible officer of the Minor Irrigation and rate should be settled before the item is taken up.

7. After the work is finished all surplus materials should be removed from the site of work. Preliminary work such as Vat, mixing platforms etc. should be dismantled and all the materials removed from the site, premises left neat and clean. The rates tendered by the contractor shall be treated as inclusive of those items and no extra payment will be made thereof.

8. The work is to be executed in accordance with specification of OPWD code.

SPECIAL CLAUSES TO BE ATTACHED TO F2 AGREEMENT

1. The contractor has to arrange earth for embankment at his own cost within tendered rates.

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Tumudibandha before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

5. All contractors for the purpose of participation in tender have to deposit 1% of the bid amount as earnest money at the time of submission of tender and another 1% of the bid amount at the time of drawal of agreement as initial security deposit in the following manner.

(i)	Deposit receipt of schedule bank,
(ii)	Kissan Vikash Patra,
(iii)	Post Office Savings Bank Account,
(iv)	National Savings Certificate,
(v)	Post Office Time Deposit Account.

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender or which contain any other conditions of any sort or omit to note the time within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money, will be liable for rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work, to which they refer, written outside the envelope. Cash deposits for earnest money herein before mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.

7. The Block Development Officer or his duly authorised assistant will open the tender in presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall thereupon be returned to the tenderer with a pay order for the amount of the earnest money.

8. The Block Development Officer shall have the right to reject all or any of the tenders without assigning any reason therefor.

9. In the event of a tender being selected for acceptance, the Block Development Officer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of security money within the prescribed time the Block Development Officer may reject the tender.

10. If the Block Development Officer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommend for acceptance. Such tenderer shall there upon signed forthwith copies of the specification and other documents mentioned in rules 1 and 4 shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Block Development Officer who is competent to accept the same. If the said Block Development Officer rejects the tender, the security money deposited shall be refunded to the tenderer.

11. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Block Development Officer. Government securities may be endorsed to the Block Development Officer, Tumudibandha in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

12. Those contractors who have made fixed deposits need not furnish earnest money or initial security deposit but only 5% will be deducted from their bills, towards their security deposit. Such of these contractor belonging to 'A' and 'B' category of P.W.D. who do not pay the lump sum security should pay 1% earnest money at the time of submitting the tender and 1% as initial security deposit at the time of acceptance of tender and 5% will be deducted from the bills thus making a total of 7% from such contractor.

13. Respective of contractor in category 'C' and 'D' of P.W.D. they should pay 1% as earnest money at the time of submitting the tender and 1% as initial security deposit at the time of acceptance of tender and 3% as deduction from their bills so as to make total security deposit of 5%.

14. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Block Development Officer shall scrutinize all pages of the form of item, rate, tender and contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the Form for signature of the acceptance to the officer competent to accept it.

CONDITIONS OF CONTRACT

Clause-1. All compensation or other sums of money payable to the Govt. by the contractor under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest standing there from, or from any sums which may be due or may become due to the contractor on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by, of the security deposit or any part thereof.

Clause 2(a). The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 1/2 percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday that the work remains un-commenced, or unfinished after the proper dates (The work should not be considered finished until such date as the shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Block Development Officer, Tumudibandha or his authorised agents, are fully complied with by the contractor to the Satisfaction). And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed and three fourth of work before three fourth of such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost or in any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in full at a time or deducted by instalments) the Block Development Officer, Tumudibandha on behalf of the Governor or Orissa, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.

i) To rescind the contract (of which rescission notice in the writing to the contractor under the hands of the Block Development Officer, Tumudibandha shall be conclusive evidence) 20% of the value of the left over work will be realized from the contractor as penalty.

In the event of any of the above courses being adopted by the Block Development Officer, Tumudibandha the contractor shall have no claim to compensation for any loss sustained by him by reason of having purchased or procured any materials or entered any engagements or made any advance on account of or with a view to the execution of work or performance of contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract. Unless and until the Block Development Officer, Tumudibandha will have certified to writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value of so certified.

ii) Security deposit of the contractor shall be refunded only six months after date of completion of the work provided the final bill has been paid and defects if any rectified.

Clause-3. In any case in which any of the powers conferred upon the Block Development Officer, Tumudibandha by clause 3 here of, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions here of and such powers shall not be exercisable in the event of any future case of default by the contractor or of which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected, in the event of the Block Development Officer, Tumudibandha putting in force the powers vested in him under the preceding clause may be, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Block Development Officer, Tumudibandha whose certificate shall be final, otherwise the Block Development Officer, Tumudibandha may send a notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plants, materials, or stores from the premises (with in a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Block Development Officer, Tumudibandha may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Block Development Officer, Tumudibandha as to the expense of any such

Contractor

Block Development Officer
Tumudibandha

Clause-8 If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Officer-in-Charge's store, or it is required that the contractor shall use certain stores to be provided by the Officer-in-Charge under the conditions of this contract (such materials and stores, and the price to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as, in any way, to control the meaning or effect of this contract or are specified in the schedule or work.

Clause-7 The final bill shall be prepared by the officers of the Public Works Department in accordance with the rates of the department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause-6 Accounts of Officer-in-Charge under these conditions or any of them as to the final settlement or adjustment of the amounts or otherwise, or in other way vary or affect the contract.

Clause-5 Any part thereof in any respect or accrual of any claim not shall it conclude, determine or effect in any way the amount only and not as payments for works actually done and completed and shall not preclude the requiring of immediate payments to the contractor shall be regarded as payments by way of advance against the final bill. Provided that if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% as may be necessary to make up the balance of the security. All such payments shall be submitted by the contractor each month on or before the date fixed by the Officer-in-Charge for all works executed in the previous month and the Officer-in-Charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Officer-in-Charge or his subordinate shall measure up the work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Officer-in-Charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Clause-5 Sub-clause to clause-5. If in the opinion of the Officer-in-Charge which shall be final and binding on the contractor occupation or utilization of a portion of the work completed in no way interferes with the progress of the work, the same may be occupied or utilized by or on behalf of the Government under the written order of the Officer-in-Charge. This will not impede the right of the Officer-in-Charge to get the defects, if any, rectified by the contractor at his (Contractors) own cost within six months from the date of completion of the whole work, provide that the contractor will not be allowed any other compensation in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause-6 A bill shall be submitted by the contractor each month on or before the date fixed by the Officer-in-Charge for all works executed in the previous month and the Officer-in-Charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Officer-in-Charge or his subordinate shall measure up the work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Officer-in-Charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Clause-5. On completion of the work, the contractor shall be furnished with a certificate by the Block Development Officer, Tumudibandha (hereinafter called the Officer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Block Development Officer, Tumudibandha in the site plan) on which the work shall be executed, all scaffolding surplus materials and rubbish, and cleared off the dirt from wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the purpose of the execution thereof until the work shall have been measured by the officer of the public works department in accordance with the rules of the department whose measurement shall be binding and conclusive against the contractors, if the contractors shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for work, the Officer in Charge may at the expense of the contractor remove such scaffolding materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Clause-5. Sub-clause to clause-5. If in the opinion of the Officer-in-Charge which shall be final and binding on the contractor occupation or utilization of a portion of the work completed in no way interferes with the progress of the work, the same may be occupied or utilized by or on behalf of the Government under the written order of the Officer-in-Charge. This will not impede the right of the Officer-in-Charge to get the defects, if any, rectified by the contractor at his (Contractors) own cost within six months from the date of completion of the whole work, provide that the contractor will not be allowed any other compensation in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause-4. If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Block Development Officer, Tumudibandha within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Block Development Officer, Tumudibandha shall if he feels that the grounds shown is reasonable may authorize such extension of time as may in his opinion be necessary or proper. The Block Development Officer, Tumudibandha shall at the same time inform the contractor on the claims for compensation, if any, for delay.

The contractor remains liable to repay compensation if action not taken under clause-6

Power to take possession of or require removal of or Sell contractor's plants.

removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Alteration on
specification &
design

Extension of time in
consequence of
alterations.

Do not
invalidate
contractors

Rates or work not in
estimate or schedule of
rates of the district.

Clause-10:

The Officer-in-Charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary & advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Officer-in-Charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work differs to the original contract work and the certificate of the Officer-in-Charge shall be conclusive as to, such proportion. And if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates ordered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Officer-in-Charge of the rate which it is his intention to charge for such class of work, and if the Officer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Works to be executed in accordance with specification, drawing and orders etc.

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

Clause-9:

It should be clearly understood that no monetary claim whatsoever should be entertained by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause-5.

Clause-8(b): Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Officer-in-Charge and so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials.

Clause-8(a): If a contractor removes any material or stock so supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that may be then, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof.

Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Officer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Officer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

No deviations from the specification stipulated in the contract or additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Officer-in-Charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Officer-in-Charge for additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period. Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rates as shall be fixed by the Officer-in-Charge, in the event of a dispute, the decision of the Project Director, Kandhamal, Phulbani will be final.

Clause-11

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

No compensation on for alteration in or restriction of work to be carried out.

Action and compensation payable in case of bad work

Clause-12

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

Work to be open for inspection.

Contractor or responsible agents to be present.

Clause-13

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

Clause-14

The contractor shall give not less than five days notice in writing to Officer-in-Charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Officer-in-Charge or his subordinate-in-charge of the work and if any work

Contractor

The Block Development Officer, Tumudibandha shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done, by such labourer is less than the wages paid for similar work in the neighbourhood. The officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer whom he decides to be below the age of twelve years to be employed by the contractor.
Explanation - Fair wages means wages prescribed under the minimum wages Act 19-18 wages at such higher rates that where higher rates have been prescribed under the minimum wages Act 19-18 wages at such higher rates would constitute Fair wages.

And is liable for damages arising from non provisions of lights fencing etc.

No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighbourhood.

Clause -17
may with the consent of the contractor be paid to compromise any claim by any such person.
damages and cost which may be awarded in any such suit, action or proceedings, to any such person or which may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings of law that occur. The contractor shall also provide all necessary fencing and lights required to protect the public from contractor under the contract or from his security deposit or the proceeds of sale thereof, or a sufficient portion by the Officer-in-Charge at the expense of the contractor and the expenses may be deducted due to the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any also supply without charge the requisite number of persons with the means and materials necessary for the assisted which he is entitled to require together with carriage therefore to and from the work. The contractor shall the requirement of the Officer - In-Charge as to any matter as to which under this conditions he is entitled to be or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with scaffolding and temporary works requisite or proper for the proper execution of the work whether original, altered

And is liable for damages arising from non provisions of lights fencing etc.

Contractor to supply plant ladders, scaffolding etc.

The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Officer -In-Charge stores), Plant, tools, appliances, implements, ladders, cordage, tackle

Clause -16

Contractor liable for damage done and for imperfection for 6 months after certificate.

the contractor shall be liable to pay any part of the expenses not so recovered by the Officer - In-Charge. the contractor or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and Officer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become due to shall make the same to be made good by other workmen and deduct the expenses (of which the certificate of the progress, due to any cause whatsoever or any imperfection became apparent in it within six months from the date of final certificate of its completion shall have been given by the Officer - in-charge, as aforesaid the contractor premises on which the work or any part of it is being executed or if any damages shall happen to continuous to the they may be working or any building, road, fence, enclosure, or grass land or cultivated ground to which if the contractor or his work people, or servants shall break, deface injure or destroy any part of building in which

Clause-15

Notice to be given before work is covered up.

allowance shall be made for such work or the materials with which same was executed.
shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or

The Block Development Officer, Tumudibandha shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done, by such labourer is less than the wages paid for similar work in the neighborhood.

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

Clause - 17(a)

The contractor shall if so required by the Officer-in-Charge employ one or more Engineering Graduates or Diploma holders as apprentices at his own cost if the cost of the work as shown in the tender exceed Rs. 2,50,000/- the apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The stipend to be paid to the apprentices should not be less than Rs 2000/- per month in the case of graduate Engineers and less than Rs. 1500/- per month in case of Diploma holders. The number of apprentice to be employed should be fixed by the Chief Engineer in a manner so that the expenditure does not exceed 1% of the tendered cost of the work.

Work not to be sublet

Clause - 18

The contract shall not be assigned or sublet without the written approval of the Block Development Office. If the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt so to do or if any bribe, gratuity, gift, loan perquisite reward, or advance pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employment of the Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Block Development Officer, Tumudibandha may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure if the contract had been rescinded under the clause 3 hereof, and in addition, the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

Contract may be rescinded and security deposit, Forfeited for subletting bringing or if contractor becomes insolvent

Clause-19

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

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause - 20

In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Officer-in-Charge or his information.

In case of failure to notify the change in the constitution within fifteen days the Officer-in-Charge may by notice rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition, the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

Changes in constitution of firm

Clause - 21

All works to be executed under the contract shall be executed under the direction and subject to the approval, in all respects, of the Addl. P.D (Tech.) of the DRDA Kandhamal for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Lump sums in Estimates

Block Development Officer
Tumudibandha

Tumudibandha
Block Development Officer

Clause -31(a) If during the progress of the work the price of any material used in the work (not being supplied by the Officer-in-charge's store in accordance with clause hereof) increases or decreases as a result of

necessary

Clause-30 The contractor shall bear all taxes including sales tax, income tax, royalty, fair wages charges and tollage, where

Clause -29 Extra arrangements will be made by the contractor at his own cost for his labour camps.

Clause -28 The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

Clause -27 The contractor shall be entitled to recover in full from the contractor any amount that the Government may be

Clause -26 Government shall be entitled to recover in full from the contractor any amount that the Government may be

Clause -25 The Expression "work" or "works where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of

Clause -24 In the case of any class of work for which there is no such specification as is mentioned in the rule 1, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification,

Clause -23 When the estimate on which a tender is made includes lump sum in respect of parts of work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Officer-in-Charge, capable of measurement, The Officer-in-Charge may at his discretion pay the lump sum

Clause -22 DELETED

Clause -21 DELETED

Clause -20 DELETED

Clause -19 DELETED

Clause -18 DELETED

Clause -17 DELETED

Clause -16 DELETED

Clause -15 DELETED

Clause -14 DELETED

Clause -13 DELETED

Clause -12 DELETED

Clause -11 DELETED

Clause -10 DELETED

Clause -9 DELETED

Clause -8 DELETED

Definition of works

Action where no specification

Clause -7 DELETED

Clause -6 DELETED

Clause -5 DELETED

Clause -4 DELETED

Clause -3 DELETED

Clause -2 DELETED

Clause -1 DELETED

increase or decrease in the average wholesale price index (all commodities) and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the works such increased or decreased price, then he shall be entitled to refund quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 75 % in between the average wholesale price index (all commodities) (which is operating for the quarter under consideration and the operated for the quarter in which the tender was opened, as per the formula indicated below provided that the work has been carried within the stipulated time or extension thereof, the cause of extension not being attributable to him.

Formula to calculate the increase or decrease in the price of the materials.

$$V_m = \frac{0.75 \times P_m \times R(I - I_0)}{100 \times I_0}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in

the rates for materials.

R = The value of work done in rupees during the quarter under consideration

I_0 = The average wholesale price index (all commodities) for the quarter in which the tender was

opened (as published in RBI Bulletin)

I = The average wholesale price index (all commodities) for the quarter under consideration.

P_m = Percentage of materials component (specified in schedule of analysis) of the item.

Clause -31(b) Price adjustment and reimbursement of claim for escalation on labour and clause - 31 (b) will be

applicable only if there is any increase or decrease in the minimum wages by the Govt. from that prevailed at the

time of opening of tender & will be calculated as per following formula.

$$V_l = 0.75 \times P_l \times R/100 \times (L_1 - L_0)$$

L_0

where V_l = increase or decrease in the cost of work during the quarter under consideration due to change in the

minimum wage for labour.

R = the gross value of work done in rupees during the quarter under consideration.

L_0 = the minimum wage for labour as prescribed by Government for the quarter in which the tenders were

opened.

L_1 = the minimum wage as prescribed for the quarter under consideration.

P_l = percentage of labour component as stipulated in the agreement.

(c) Similarly if during the progress of work, the price of petrol, oil and lubricants (Diesel oil being the representative

item for price-adjustment) increase or decrease as a result of price fixed thereof by the Govt. of India and

contractor there upon necessarily and properly pays such increased or decreased price towards petrol, oil and

lubricants used on execution of the work then he shall be entitled to reimbursement or liable to refund quarterly as

the case may be such an amount as shall be equivalent to the plus or minus difference in between the price of

POL which is operating for the quarter under consideration and that operated for the quarter in which the tender

was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of the POL

$$K_1 = \frac{0.75 \times K_2 \times R(D_2 - D_1)}{D_1}$$

Contractor

actually executed should be as per clause - 31(b)]

shall also not be less than 15%. [The price adjustment clause for increase/decrease in minimum wage for works shall not exceed 34% in respect of labour and 11% in respect of P.O.L. The component of departmental material of labour, material P.O.L. and departmental material shall be re-fixed on actual observation. The same however, means) as compared to those spelt out in the schedule of quantities and specification, the percentage component (g) in respect of canal/dam contracts where there is change in methodology of execution (by mechanical given pursuant to the condition together with an information relating there to which may be in a position at supply. materials, wages of labour or price of POL, give notice thereof to the Officer-in-Charge stating that the same is The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such such other information as the Officer-in-Charge may require.

of Officer-in-Charge furnish, verified in such manner as the Officer-in-Charge may require any document kept and and shall allow inspection of the same by a duly authorized representative of Govt. and further shall at the request account and other documents as are necessary to show the amount of increase claimed or reduction available (f) The contractor shall for the purpose of sub-clause (a), (b) and (c) of this clause keep such book of executed beyond one year provided the delay is not attributable to the contractor.

period becomes one year or more escalation clause shall be applicable only for the balance portion of work to be where the original contractual period is less than one year but subsequently it has been validly extended and been carried out within the stipulated time or extension thereof as are not attributable to contractor. However (c) of this clause shall be applicable only in respect of contract of one year or more provided that the work has (e) Reimbursement / refund on variation in price of materials, labour and POL as per sub-clause (a), (b) and

Category of work	Contractor's Supply			Departmental Supply of materials
	% of materials	% of labour	% of POL	
Irrigation Work (a) Structural Works (b) Earth Works (c) Canal Works (d) Embankment Works Etc.	20 %	30 %	5 %	45 %
	20 %	60 %	5 %	15 %
R & B Works (a) Bridge Works (b) Road Works (c) Building Works	20 %	30 %	5 %	45 %
	30 %	40 %	5 %	35 %

(d) The following shall be the percentage of materials, labour and POL component for reimbursement / refund on variation in price of material, labour and POL as per sub-clause (a) (b) and (c) of this clause.

- K_1 = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of POL
- R = The value of work done in rupees during the quarter under consideration.
- D_1 = The average price per liter of diesel oil which was fixed during the quarter under consideration.
- D_2 = The average price per liter of diesel oil which is fixed during the quarter under consideration.
- K_2 = Percentage of POL component as per sub-clause of this clause.

Block Development Officer
Tumudibandha

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

The Block Development Officer, Tumudibandha shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages per sub-paragraph - I above

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

The Contractor shall, notwithstanding the provision of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labourer engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions un authorized made, maintenance of wage register, wage cards publications of scale of wages and other terms of employment, inspection and submission of periodical returns an all other matters of a like nature.

The Block Development Officer, Tumudibandha concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good to the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations Money so deducted should be transferred to the workers concerned.

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

The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall branch of this contract.

Under the provision of the minimum wages Act 1948 and the minimum wages (Central rules 1950) the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rate as for duty, in the event of default, the Block Development Officer, Tumudibandha concerned shall have the right to deduct the same not paid on account of wages for weekly holiday to any labourers and pay the same to the persons entitled thereto from any money due to contractor.

The contractor shall at his own expenses provide or arrange for provision of foot wear for labourer doing cement mixing work and black topping of roads, the contractor has undertaken to execute under his

Clause -33

FAIR WAGE CLAUSE

Clause -32 After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc are to be dismantled and all materials removed from the site.

- 1. Work place means a place at which an average of fifty or more workers are employed in connection with construction work.
- 2. Large work place means a place at which an average of 500 or more workers are employed in connection with construction work.

Definitions :

which are expected to continue for a year or more.

Application : These rules shall apply to all construction works in charge of Orissa Public Works Department

ITS CONTRACTORS

MODEL RULES FOR HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS BY ORISSA P.W.D. OR

on leave.

has been employed for a total period not less than 6 months immediately preceding date on which she proceeds Conditions of the Grant of Maternity Leave No-maternity leave benefit shall be admissible to a women unless she miscarriage.

earned on the days when full time work done during a period of 3 months immediately preceding date of such (ii) In case of Miscarriage - Leave pay at the rate of average daily earning calculated on the total wages months immediately preceding the date of which she gives notice that she expects to be confined.

earnings calculated on the total wages earned on the days when full time work was done during a period of three (i) In case of Delivery: - Leave day during maternity leave will be at the rate of the women average daily

2. Pay

(ii) In case of miscarriage, up to 3 weeks from the date of miscarriage.

delivery and 4 weeks following the days.

(i) In case of Delivery Maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of 1. Leave

Leave and pay during leave shall be regulated as follows:

(k) Maternity benefit rules for female workers employed by the contractor.

work places having 50 or more workers.

By Government employed by the Orissa public works Department and its contractors. This will apply to part of this agreement, the contractor shall comply with on cause to be complied with all the rules framed in respect of all labour, directly or indirectly employed in the works for the performance of the contractors (j) shall be final in deducting from any bill due to contractor amount levied as fine.

default to materially incorrect statement. The decision of the Block Development Officer, Tumudibandha failing which the contractor shall be liable to pay to government a sum not exceeding Rs 50/- for each female workers who have allowed maternity benefit according to clause (k) and the amount paid to them under which they happened and the content of damage and injury caused by them and (5) the number of wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances respectively (1) the number of labourers employed by him on the work (2) their working hour (3) the showing in respect of the second half of the preceding month and the first half of the current month (i) The contractor shall submit by the 4th and 19th of every month to the Officer-in-Charge a true statement

entitled to provide the same and recover the cost from the contractor.

contract to the satisfaction of the Officer-in-Charge and on his failure to do so Government shall be

Orissa: P.W.D./ Electricity Department Contractor's Labour Regulations.

7. **Latrines and Urinals for Women** : If women are employed, separate latrines and urinals for women and those for men shall be similarly marked "for men only". A poster showing figure of a man and a woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.
8. **Latrines and Urinals** : - Except in work places provided with water flushed latrines and urinals connected with water born sewerage system all latrines shall be provided with receptacles on dry earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.
9. **Construction of latrines** : The inside wall shall be constructed of masonry of stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose and kept available for inspection.
10. **Disposal of Excreta**: Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incineration at the work place shall be made by means of suitable incinerator approved by Asst. Director of Public Health or Municipal Medical Officer of Health as the case may be, in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with layer of waste or refuse and then covering it up with a layer of 6 layer of waste or refuse and then covering it up with layer fortnight (when it turn into manure)
11. **Provision of shelters during rest** : At every work place there shall be provided free of cost two suitable shades one for meals and the other for rest for the use of labourers. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of roof.
12. **Creche** : (a) At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year belonging to the women and shall be used for infants and play and their bed room. The hut shall not be used for on a lower standard than the following.
Thatched
(ii) Mud floors and wall
(iii) Planks spread over the mud floor and with matting
The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two Dhais in attendance Sanitary utensils shall be provided to the satisfactory of the health officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mother of the children.
- b) Where the number of women workers are more than 50 the contractor shall provide one hut and one dhai to look after the children of women workers.
- c) The size of creches shall very according to the number of women workers
- d) The creche shall be properly maintained necessary equipment like toys etc shall be provided
13. **Canteen**: A cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient