

GOVERNMENT OF ODISHA
BLOCK DEVELOPMENT OFFICER,
BALLIGUDA
DETAILED TENDER CALL NOTICE WITH SCHEDULE OF
QUANTITIES

Name of the work: Maintenance/ Development of Penamunda tank at Barakhama
Class of Contractor: 'D' & 'C'
Tender Value: Rs. 13,84,042/-
EMD: Rs. 13,840/-

Block Development Officer,
Balliguda

DETAILED TENDER CALL NOTICE

1. Sealed tenders in the prescribed proforma are invited from the registered contractors of '.....D...' & "...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.P1 for the work **'Maintenance/ Development of Penamunda tank at Barakhama** in Kandhamal District under Balliguda Block Tender paper will be available in the district website 'www.kandhamal.nic.in' from 30.3.2022 to 5.4.2022 up to 5.00 P.M. The tenderers are required to pay non-refundable service charges/ paper cost as mentioned in the Tender Call Notice in shape of Bank draft from any nationalized Bank payable at Balliguda drawn in favour of Block Development Officer, Balliguda or else the tender paper will be rejected. The last date of receipt of tender paper through registered post / speed post is 5.4.2022 up to 5.00 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 Tender Committee on 7.4.2022 at 11.00 A.M in the office of the Block Development Officer, Balliguda in presence of the tenderers or their authorized representatives.

2. The value of the work tendered is Rs 13,84,042/-

3. Earnest Money Deposit @1% i.e. Rs 13,840/- is fixed against the amount put to Tender. As regards to Bid security/ EMD, the Govt. in Finance Department letter No. 8943/F, dt. 18.3.2021 shall be followed. The tenderers/ bidders are required to submit Bid security declaration alongwith tender paper in lieu of Bid security with stipulation that if they withdraw or modify their bids during the period of validity etc. They will be suspended for the time specified in the tender documents

N.B.:- a) Engineer contractors are exempted from furnishing earnest money but should enclose an affidavit to the effect that they will not avail the benefit of exemption more than twice in the current financial year.

b) No Cheque/Cash payment will be accepted.

c) Earnest money given with other tender previously and submitted with other tenders shall not to be entertained.

4. The work is to be completed within 6 (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, Balliguda during office hour of the working days.

(b) The tender will be valid for 90 days from the date of receipt of tender.

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 .
- (iii). Royalty for stone product @ 130 (Rupees one hundred thirty) only. Per cum and for sand & Moorum @ Rs.35/- (Rupees thirty five) only per cum is to be recovered from the bill of the contractor.
- (iv). Empty cement bag @ 400.00 (Rupees four hundred) 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 is also responsible for the safe custody of materials issued to him.
13. 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 works 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 tenderer 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, Balliguda. 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 failing 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 been 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 failing 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, riot, 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, Balliguda on working days.

28. Machineries 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 departmental rules in force. The consumables and the running charges shall be borne by the contractor including Pay and D.A. of the Driver and Cleaner. The list of T&P available should be furnished. (Annexure-C)

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 plea that 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 1/6th and 12½% 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 this 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, Balliguda 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, Balliguda and in such event the contract may be rescinded or transfer made by power of attorney authorizing others to receive payment on the contractors behalf.

38. If any further information is required, the Block Development Officer, Balliguda 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.

i. Steel bars of only manufacturing companies such as SAIL are to be used in major structures like bridges, multistoried buildings and water retaining structures. But re rolling steel bars should not be used in any work.

ii. The cement of the companies having their own manufacturing units in the State of Orissa, are to be used in all works.

43. The contractor will arrange the permit from the Forest and Revenue Department for quarrying materials if necessary at his own cost.

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.

45. Land for the project will be acquired in due course. But no claim can be entertained in the event of non-availability of land. Extension of time shall be given in lieu thereof if considered necessary.

46. Dewatering from foundation will be done by the contractor at his own cost. No extra payment will be made for dewatering at any stage of the work. The contractor should quote his rates accordingly.

47. All concrete should be machine mixed and mechanically vibrated except in small jobs where the Block Development Officer, Balliguda shall be competent to issue orders for hand mixing. No extra payment will be made on such account.

48. In case of work costing more than 2.5 lakh the contractor shall employ one or more Engineering Graduate or Diploma Holders as Apprentice at his own cost.

49. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of issue 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 the prescribed limit.

50. "Special Class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the State of Orissa likewise" A" Class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to the State of Orissa. Such class of contractors executing civil works. Electrical works etc. shall employ under them the technical staff as specified above belonging to the respective disciplines for supervision of their works.

The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Orissa. The Chief Engineer, Roads, Orissa may however, assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the contractor.

The names of such Engineering personnel appointed by the contractor should be intimated to the under receiving authority along with each tender as to who would be supervising the work.

Each bill of the special class or 'A' Class Contractor shall be accompanied by an Employment roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holders so employed by the contractor to the effect that the work executed as per the bill has been supervised and measured by him / them.

51. Amendment to Para 3.5.5 of OPWD Code Vol.-I as per Works Department No.8310 /17-05-06

(i) Provision of incentive will be made in the Agreement. Incentive will be paid in respect of individual project for new construction / substantial additional or improvement works, the minimum value of which is mentioned below on completion of original work before original time. This incentive will be @ 1% in case of completion of work ahead of one month (part of month shall be excluded) and the maximum amount payable will be fixed at 2 % if the work is completed two months ahead of the schedule time.

Sl. No.	Name of the Work	Minimum Value
1	Building Work / P.H. work	Rs. 40.00 lakhs
2	Road Work	Rs. 3.00 crores.
3	Irrigation work	Rs. 10.00 crores.

(ii) Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of Post Office Savings Bank Account / National Savings Certificates / Post Office Time deposit Account / Kisan Vikasha Patra / Deposit receipt of schedule Bank.

52. All "A" Class and Special Class contractor should furnish a list of work in hand in the following Proforma without these information, the tender is liable to be rejected.

WORK IN HAND

Name of work	Location	Total tendered cost	Approximate value of work done	Date of commencement of work	Schedule date of completion of work.

53. The initial security deposit and EMD shall be refunded six months after completion of work and final payment.

54. Security deposit will be refunded six months after completion of work and final payment.

55. In case of any damage to Government property done due to negligence of the contractor resulting in damage of stoppage of work thereby the contractor shall be liable to be penalized to the extent of the assessed value of damage.

56. The cost of shoring and shuttering whenever necessary will be borne by the Contractor.

57. 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.

58. Under no circumstances, interest is chargeable for the dues or additional dues if any payable to the party.

59. The contractor should arrange additional shift of work for timely completion without additional payment.

60. 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 1/4th of his contract period reckoned from the stipulated date of commencement which is earlier his contract will be rescind with full penalty.

61. 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. 20123 dated 27.11.2003 and as amended from time to time.

62. The contractor should furnish the list of works executed during last 3 years supported with experience certificate from concerned Block Development Officer. (Annexure-B)

63. The contractor should furnish the list of T & P materials in hand for timely completion of the work along with Ownership Certificate.

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

Annexure “A”

AFFIDAVIT

I,

Sri.....Aged.....years

Son/ Daughter/ Wife of Sri.....at present residing,

At P.O..... P.S..... Dist.....

Pin..... 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.....
- ii) I am submitting tenders before the Block Development Officer Balliguda for execution of following works in response to Tender Call Notice No.
1.....
2.....
Etc.
- iii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the Block Development Officer Balliguda 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

For 57(a) Particulars of each work completed as prime contractor for last three years

Sl. No	Name of work	Agt No.	Agt.value/ Dev. value	Stipulated Date of commencement /Completion	E.O.T	Name of Division

57(b) list of T&P, Machineries & Vehicles available with bidder.

Item of equipment	Requirement for this work		Availability proposal				Agt.	Remarks
	No.	Capacity	Owned	Leased	To be Procured	Total		

Eligibility Criteria and conditions in tender. (As per order No. 22348 dated 19.11.2005 of Works Dept.)

1 Contractors are not required to write their name on the outer cover containing the Bid documents. They are only required to write the name of the work and authority who had issued the tenders. The tender should be submitted in the specified box. The tender submitted in the wrong box shall not be taken into consideration.

2 The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.

3 In case the contractor executing several works he is required to furnish a time schedule for movement of machineries / equipments from one site to work site when work is to be executed.

4 The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Block Development Officer, Balliguda under whom these are deployed at the time of tendering as to the period by which these machineries are likely to be released from the present contract. Certificate from the Block Development Officer, Balliguda shall not be more than 90 days old on the last date of receipt of the tender.

CERTIFICATE TO BE ISSUED BY THE BLOCK DEVELOPMENT OFFICER, BALLIGUDA

UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED

(Not issued prior to 90 days of receipt of tender)

SI No	Name of the machineries/ 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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Certified that,

i. I have verified the ownership document with the identification No of the machineries/ equipments.

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

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

Block Development Officer, Balliguda

5. Incase the contractor proposes to engage machineries / 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 incase the contractor fails to mobilize the machineries within the stipulated time as per the tender document.

6. The contractor intending to hire / lease machineries / equipments are required to furnish proof of ownership from the company / person providing machineries / 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 filled 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 1/6th 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.

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.

9. 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.

10. 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 centre to give a conceive appearance. The contractor is not entitled to any compensation or payments for double handling even if so required. Soil required for construction of canal embankment shall be obtained from borrow pits only after fully utilizing the excavated useful soil from the cutting and link channels (drains) with in initial lead, (lead is the distance between the C.G. of cutting earth carried and C.G. of utilized earth in canal embankment) for canal works only All lifts, all delifts including re handling, if necessary, the rate quoted for excavation items will be deemed to have full coverage for this item.

11. The contractor has to arrange earth for embankment at his own cost within tendered rates. Ten percent (10%) of quantity will be kept withheld from interim measurement of canal section (cutting and banking). This will be released for the portions where designed section of the canal is achieved for a minimum length of 100 meters.

12. For the purpose of putting the revetments on the slope of the dam, the loose portion of the slope is to be trimmed. This is to be done by the contractor without any extra payment.

13. Jungle clearance and stripping the borrow area is to be done by the contractor at his own cost without any extra payment.

14. All leads and lifts include the distance both vertical and horizontal from the approved source to the point of placement to obtain the finished work.

15. The work done by the contractor will be maintained by him at his own cost till final taking over by the Department.

16. Work is to be done in conformity with the specification and drawing enclosed.

17. The detailed call notice, Special conditions, specifications, drawings will form a part of the agreement.

18. The contractor should adjust his work according to the availability of land and allotment.

19. The work will be limited to the allotment and the contractor will have no claim whatsoever on this point.

SPECIAL CLAUSES TO BE ATTACHED TO F2 AGREEMENT

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.

ORISSA PUBLIC WORKS DEPARTMENT
ITEM RATE TENDER AND CONTRACT FOR WORK
(FORM F – 2)

General Rules and directions for the guidance of contractors.

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, Balliguda shall also be open for inspection by the contractor at the office of the Sub-Divisional Officer / Block Development Officer, Balliguda 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 effectual 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, Balliguda 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

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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 thereof.

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.

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.

10. 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, Balliguda 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.

11. 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.

Irrespective 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%.

12. 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 arising 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 $\frac{1}{2}$ 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 theshall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Block Development Officer, Balliguda or his authorised agents, are fully complied with by the contractor to theSatisfaction). And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed

and three 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 installments) the Block Development Officer, Balliguda on behalf of the Governor of 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, Balliguda 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, Balliguda the contractor shall have no claim to compensation for any loss sustained by him by reason of he 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, Balliguda shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value of so certified.

i) 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, Balliguda 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 notwithstanding be exercisable in the event of any future case of default by the contractor 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, Balliguda 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, Balliguda whose certificate thereof shall be final, otherwise the Block Development Officer, Balliguda 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, Balliguda 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, Balliguda as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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.

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, Balliguda within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Block Development Officer, Balliguda 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, Balliguda shall at the same time inform the contractor on the claims for compensation, if any, for delay.

Extension of time

Clause-5. On completion of the work, the contractor shall be furnished with a certificate by the Block Development Officer, Balliguda (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 contractors shall have removed from the area of the premises (to be distinctly marked by the Block Development Officer, Balliguda in the site plan)

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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 nor 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.

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 utilisation of a portion of the work completed in no way interferes with the progress of rest 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 subordinates shall measure up the said 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.

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 intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskillful full work to be removed and taken away and reconstructed or re-erected or any part thereof in any respect or accrual of any claim nor shall it conclude, determine or effect in any way the powers of Officer-in-Charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in other way vary or affect the contract.

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

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 therefore 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 memorandum hereto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then, due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of 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.

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.

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.

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-9:

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.

Works to be executed in accordance with specification, drawing and orders etc.
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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 entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of 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.

Alteration on specification & design

Extension of time in consequence of alterations.
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Do not invalidate contractors

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

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

If 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 se of bad work

Clause-12

If it shall appear to the Officer-in-Charge or his sub-ordinate-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 notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or 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 during 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 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 allowance shall be made for such work or the materials with which same was executed.

Notice to be given before work is covered up.

Clause-15

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

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

Clause –16

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

Contractor to supply plant
ladders, scaffolding etc.

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

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

Clause –17

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

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

The Block Development Officer, Balliguda 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.

Explanation – Fair wages means wages whether for time of piece work prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act 19-18 wages at such higher rates would constitute Fair wages.

The Block Development Officer, Balliguda 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, Balliguda may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon 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 thereto for actually performed under the contract.

Contract may be rescinded and security deposit. Forfeited for subletting bribing or if contractor becomes in solvent

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 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 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 works therefore 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

Contractor

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Block Development Officer
Balliguda.

Clause –22 **DELETED**

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 amounts entered in the estimate, and the certificate in writing of the Officer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification

Clause –24

In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with instructions and requirements of the Officer -in-charge.

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 the contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Definition of works

Clause –26

Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman’s compensation Act VII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

Clause –27

That for the purpose of jurisdiction in the event of any dispute on the contract, the contract should be deemed to have been entered in to at the District Head Quarter of the Division under which the work is done and it is agreed that neither party to the contract or the agreement will have the right to bring a suit in regard to the matter covered by this agreement or contract at any place out side Orissa.

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 –29

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

Caluse-30

The contractor shall bear all taxes including sales tax, income tax, royalty, fair wages charges and tollage, where necessary.

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

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

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_o = 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.

$$V_l = 0.75 \times P_l \times R/100 \times \frac{(L_l - L_o)}{L_o}$$

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_o = the minimum wage for labour as prescribed by Government for the quarter in which the tenders were opened.

L_l = 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

$$K_I = \frac{0.75 \times K_2 \times R(D_2 - D_1)}{100 \quad D_1}$$

K_I = 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.

(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.

Category of work	Contractor's Supply			Departmental Supply of materials
	% of materials	% of labour	% of POL	
Irrigation Work				
(a) Structural Works	20 %	30 %	5 %	45 %
(b) Earth Works				
(c) Canal Works	20%	60%	5 %	15 %
(d) Embankment Works Etc.				
R & B Works				
(a) Bridge Works	20 %	30 %	5 %	45 %
(b) Road Works	45 %	40 %	5 %	10 %
(c) Building Works	30 %	30 %	5 %	35 %

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

(f) The contractor shall for the purpose of sub-clause (a), (b) and (c) of this clause keep such book of account and other documents as are necessary to show the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Govt. and further shall at the request of Officer-in-Charge furnish, verified in such manner as the Officer-in-Charge may require any document kept and such other information as the Officer-in-Charge may require.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such materials, wages of labour or price of POL, give notice thereof to the Officer-in-Charge stating that the same is given pursuant to the condition together with an information relating there to which may be in a position at supply.

(g) In respect of canal/ dam contracts where there is change in methodology of execution (by mechanical means) as compared to those spelt out in the schedule of quantities and specification, the percentage component of labour, material P.O.L. and departmental material shall be re-fixed on actual observation. The same however, shall not exceed 34% in respect of labour and 11% in respect of P.O.L. The component of departmental material shall also not be less than 15%. [The price adjustment clause for increase/ decrease in minimum wage for works actually executed should be as per clause – 31(b)].

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.

FAIR WAGE CLAUSE

Clause –33

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

The Block Development Officer, Balliguda 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.

b) 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.

c) 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 unauthorized made, maintenance of wage register, wage cards publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

d) The Block Development Officer, Balliguda 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.

e) 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.

- f) The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall branch of this contract.
- g) 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, Balliguda 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.
- h) 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 contract to the satisfaction of the Officer-in-Charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.
- i) The contractor shall submit by the 4th and 19th of every month to the Officer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively (1) the number of labourers employed by him on the work (2) their working hour (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injury caused by them and (5) the number of female workers who have allowed maternity benefit according to clause (k) and the amount paid to them failing which the contractor shall be liable to pay to government a sum not exceeding Rs 50/- for each default to materially incorrect statement. The decision of the Block Development Officer, Balliguda shall be final in deducting from any bill due to contractor amount levied as fine.
- j) In respect of all labour, directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with on cause to be complied with all the rules framed by Government employed by the Orissa public works Department and its contractors. This will apply to work places having 50 or more workers.
- k) Maternity benefit rules for female workers employed by the contractor.
- l) Leave and pay during leave shall be regulated as follows:
 - 1. Leave
 - (i) In case of Delivery Maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following the days.
 - (ii) In case of miscarriage, up to 3 weeks from the date of miscarriage.
 - 2. Pay
 - (i) In case of Delivery: - Leave day during maternity leave will be at the rate of the women average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately proceeding the date of which she gives notice that she expects to be confined.
 - (ii) In case of Miscarriage –Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding date of such miscarriage.

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

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

Application : These rules shall apply to all construction works in charge of Orissa Public Works Department which are expected to continue for a year or more.

Definitions :

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.

3. First Aid

- (a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilizer dressings and sterilized cotton wool. The appliance shall be in good order and in large work place they shall be readily available during working hours.
- (b) At large work places where hospital facilities are not available within a distance of the works first aid posts shall be established and run by a trainee compounder.
- (c) Where large work place are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in Cities, Town or in their suburbs and no beds are considered necessary owing to proximity of city town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospital. At the work place some conveyance facilities such as a car, shall be kept readily available to take injured persons or persons suddenly taken seriously ill, to the nearest hospitals.

4. Drinking water

- (a) In every work place there shall be provision of sufficient supply of water fit for drinking at suitable places easily accessible to labour.
- (b) Where drinking water is obtained from an intermittent public water supply, each place shall be provided with storage where such drinking water shall be stored.
- (c) Every water supply of storage shall be at a distance of not less than 15 M, from any latrine, drain or other source of pollution. Where water has to be drawn from, an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such well shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.
- (d) A reliable pump shall be fitted to each covered well, the trape doors shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
- (e) The temperature of drinking water supplied to workers shall not exceed 90°F.

5. **Washing and bathing place :** (i) Adequate washing and bathing places shall be provided separately for men and women
(ii) Such place shall be kept in clean and drained conditions
6. **Scale or accommodation in latrines and Urinals :** There shall be provided within the premises of every work place latrines and urinals in an accessible place and the accommodation separately for each of them shall not be less than the following.

a)	Where the number of persons employed does not exceed 50	No of seats 1
b)	Where the number of persons employed exceeding 50 but does not exceed 100	No. of seats 3
c)	For every additional 100 (in particular cases the Block Development Officer shall have the power to vary the scale where necessary)	No. of seats 3 per 100
7. **Latrines and Urinals for Women :** If women are employed, separate latrines and urinals for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule Those for men shall be similarly marked "for men only". A poster showing figure of a men and a women 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 of 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 crèches shall vary according to the number of women workers
- d) The crèche 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

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

1. **Short title :** These regulations may be called " The Orissa Public Works Department/ Electricity Department Contractor's Regulations
2. **Definition :** In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respective, that is to say :
 - (1) "Labour" means workers employed by a contractor of the Orissa Public Works Department / Electrical Department directly / indirectly through a sub-contractor or other person, or by an agent on his behalf.
 - (2) "Fair Wages" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have (4) been prescribed under the Minimum Wages Act 1948 wages at such higher rates should constitute fair wages.
 - (3) "Contractor" shall include every person whether a Sub –contractor or headman or agent employing labour on the work taken on contract.
 - (4) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rates wages, if any
3. Display of notice regarding wages etc.
 - (a) Before the commence his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous place on the work, notice in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State public Works Department/Electricity Department for the district which the work is done.
 - (b) Send a copy such notice to the Officer-in-Charge of the work.
4. Payment of wages.
 - (1) Wages due to every worker shall be paid to him direct.

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

5. Fixation of wage period.

- (c) (1) The contractor shall fix the wage period in respect of which the wages be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on contract shall be paid before the expiry of ten days, after the last day of the wages period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which is employment is terminated.
- (5) All payments of wages shall be made on working day.

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

- (a) Rate of daily or monthly wages.
- (b) Nature of work on which employed.
- (c) Total number of days worked during each wage period.
- (d) Total amount payable for the work during each wage period.
- (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
- (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The Block Development Officer, Balliguda may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. Fines and deductions which may be made from wages:-

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following.
 - (a) Fines
 - (b) Deduction for absence from duty i.e., from the place or places where by the terms of his employment he is required to work .The amount of deductions shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damages or loss is directly attributable to his neglect or default.
 - (d) Any other deductions, which the Government may from time to time allow.
- (2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the workers has been given an opportunity of showing cause against such fines or deductions.
- (3) The total amount of fines which may be imposed in any one wage period on a work all not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

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

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

(2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts omissions for which penalty or fine can be imposed. It shall display such list and maintain it in clean and eligible condition conspicuous places of the work.

9. **Preservation register**

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

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

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

11. **Report of labour Welfare Officer**

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

12. **Appeal against the decision of Labour Welfare Officer**

Any person aggrieved by the decision and recommendation of the labour Welfare Officer or the their person so authorised may appeal against such decision to the labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Block Development Officer, Balliguda concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. **Inspection of Registers**

The contractor shall allow inspection of the wage book and the wage cards to any of his workers of his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorised by the Government of Orissa on his behalf.

14. **Submission of Return**

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

15. **Amendment**

Government of Orissa may from time to time, add to or amend these regulations. On any question as to the application, interpretation of the effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Orissa in that behalf shall be final.

SPECIAL CONDITIONS OF THE CONTRACT

1. DEFINITION

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

- a) Approved/Approval- Means approved in writing.
- b) Construction Plant- Means all equipments, appliances or things of whatsoever nature required for the executing, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- c) Contract - Means the instruction and information for tenderer General and Special conditions of the contract, Technical specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
- d) Contractor- Means the particular person, firm or Corporation with whom the contract has been made for executing the work.
- e) Drawing - Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Block Development Officer, Balliguda, and such other drawings as may from time to time be furnished or approved in writing by the Officer-in-Charge .
- f) Officer-in-Charge- Means the Block Development Officer, Balliguda, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Block Development Officer, Balliguda, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.
- g) Government - Means Government of Orissa, Department of Water Resources.
- h) I.S.S. / B.I.S. - Means Indian Standard Specifications/Bureau of Indian Standard.
- i) Temporary works - Means all temporary works of every kind required for the performance of the contract.
- j) **SPECIFICATION** - Whenever the terms “ Specification “ is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

2) PERIOD OF COMPLETION

The period of completion shall be **4(Four) calendar months** specified in Detail Tender Call Notice from the date of issue of notice to proceed with the work.

3) LANGUAGE OF THE CONTRACT

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

4) REFERENCE MARKS AND BENCH MARKS

The basic centre lines, reference points and bench marks will be fixed by the Officer-in-Charge . The contractor shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all his bench mark and reference lines.

He shall take precaution to see that the lines, points bench marks by the Department are not disturbed by his work and shall make good such damage.

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

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

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

7) **ACCIDENTS.**

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

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

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

9. **FORCE MAJEURE:**

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

10. **SETTLEMENT OF DISPUTE:**

If the contractor considers any work demanded of him to be outside the requirements of the contract or considers any drawing record or ruling of the Officer-in-Charge , on any matter in connection with or arising out of the contract or carrying out of work to be unacceptable, he shall promptly ask the Officer-in-Charge in writing for written instruction or decision. There upon the Officer-in-Charges hall give his written instructions or decision

within a period of thirty days of such request. Upon receipt of the written instruction or decision, the Contractor shall promptly proceed without delays to comply with such instruction or decision. If the Officer-in-Charge fails to give his instructions or decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the instruction or decision of the Officer-in-Charge, the contractor may within thirty days after receiving instructions or decision of the Officer-in-Charge will approach to the higher authority who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Authority shall give his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal, which shall be binding upon the contractor.

11. CONSTRUCTION PROGRAMME

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

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

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

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

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

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

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

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

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

19. The contractor should keep himself in constant touch with the Officer-in-Charge for smooth execution of work and arrange for adequate labour and machineries depending on the workload and working place available. No claim for detention of labour or machineries on any account will be entertained.

20. The contractor will provide labour for giving alignments and profiles. All the materials necessary for such work will be supplied by the contractor and the profile is to be maintained at his own cost till the work is completed.

21. Suitable earth required for the work shall be arranged by the Contractor at his own cost and responsibility without any extra claim.

22. The rate for each work must include conveyance by all means, manual / mechanical or both.

23. Approach road / diversion road to site of work and construction of coffer Dam if necessary is to be constructed and maintained and dismantled if required after completion of the work by the contractor at his own cost.

24. Under no circumstances, interest is chargeable for the dues or additional dues, if any, payable for the work.

25. a) The test of cement, steel and concrete cubes will be done at the authorised testing laboratory at the cost of the contractor.

b) The quality control records such as OK card, Area Pass register should be maintained by the Officer-in-Charge duly signed by the contractor and Officer-in-Charge.

26. Measurement of each work shall be taken as follows:

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Before commencement of work initial levels and to finalise the contract, final levels of the embankment or canal or ground or structural work as the case may be, shall be taken in presence of the contractor. The contractor will satisfy himself about the correctness of the initial and final levels entered in the level book issued by the Officer-in-Charge and in token of the acceptance of the said levels the contractor shall have to sign in each page of level book in which the said levels are recorded. Basing on these levels, the gross quantity of work shall be arrived at. After completion of the work the contractor shall be given a written notice to attend the final measurement. On receipt of the notice, the contractor must have to attend the final measurement failing which the measurement shall be taken ex-parte by the Officer-in-Charge which shall be binding on the contractor. In case of the abandonment of work, if it is decided by the Engineer-in charge that final measurements of executed work shall be taken, the same procedure shall be followed as in case of final measurement on completion of work.

27. The Officer-in-Charge shall decide the contractual matters in accordance with codes, rules and acts in vogue which shall be binding on both parties.

28. The work shall be executed in accordance with the technical specification of the contract.

D.T.C.N. PART-2

Special class contractor shall employ under him one Graduate Engineer and Two Diploma Holders belonging to the State of Orissa of likewise 'A' Class contractor shall employ under him one graduate Engineer or Two Diploma holders belonging to State of Orissa.

The Employment of such Graduate Engineers and Diploma and they shall not be suspended retired dismissed or removed personal from any State Government servants/ public sector undertakings/ private companies and firms or be ineligible for appointment to Government Service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa however against the contractor with name of Such-un-employed Graduate Engineers and Diploma holders in such help of sought for by the contractor.

The name of such engineering personnel appointed by the Contractor would be intimated to the tender received authority along with each tender so to who would be supervising the work.

Each bill of the Special Class or 'A' Class contractor shall be accompanied by an employment full to the Engineering personal together with a certificate of the Graduate Engineer or Diploma holders so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

PART-3.

Lump sum and P.H. Engineering contractor forms the following shall be incorporated as a new clause as 19(c) of F2 contract from clause 3(c) of lump sum contractor from the 19(c) of P.H. contract form.

"Special class contractor shall employ under one Graduate Engineer and two Diploma Holders belonging to the State of Orissa like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to State of Orissa. The employment of Graduate Engineers and Diploma holder under the contractor shall be full time and continuous and they should not be superannuated retired, dismissed or removed personal from any state Government or Central Government service/ public sector undertakings/ private companies and firms or be intelligible for appointment to Government service. The contractor shall pay the monthly employments, which shall not be less than the emoluments of the personnel of equivalent qualifications employed under the State Govt. of Orissa. The Chief Engineer Roads, Orissa may however assist the contractor shall pay the monthly employments, which shall not be less than the emoluments of the personnel of equivalent qualifications employee under the Govt. of Orissa. The Chief Engineer, Roads, Orissa may however assist the contractor with names of such help is sought for by the contractor. The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender.

Amendments to F2 Lump-sum-contract forms by Works Deptt. Orissa memorandum No. Codes M/19/92-3653 dtd. 5.6.1993.

11(A) CLAUSE.

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

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TENDER SCHEDULE (BILL OF QUANTITIES)					
Name of the work:-Maintenance/ Development of Penamunda tank at Barakhama					
Estimated Cost:-Rs 15,50,000/-			Tender Cost:-Rs 13,84,042/-		
Sl. No.	Description of work	Unit	No.or Qty.	Rate (Rs)	Amount (Rs)
1	2	3	4	5	6
1	Excavation of any approved soil in approved borrow area by mechanical means loading into and transportation by mechanical means and unloading the soil with in initial lead of 1km on properly prepared and scientifically approved surface including spreading & leveling the earth in 22.5 cm layers to make ready for watering and compaction with sheep foot roller and dozers by excluding watering & compaction in dams and dykes for all heights including construction, maintenance, watering and lighting of houl road and borrow area etc. as per direction of the Engineer-in-Charge.	Cum	10867.2	125.74	1366441.73
2	Cost of citizen information board of brick masonary finishing for painting, lattering required information including all cost of materials, labour, paint etc. complete as per direction of the Engineer-in-Charge.	No	1	2000.00	2000.00
				Total	1384041.73
				Or say	1384042.00

(Two Items) Only
Rupees (Thirteen Lakh eighty four thousand forty two) only

Percentage excess/less

- (a) In Figures% excess
- (b) In words.....% excess
- (c) In figures.....% less
- (d) In words% less

Total No. of correction:

Total No. of overwriting:

Total No. of interpolation:

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Balliguda