

**GOVERNMENT OF ODISHA**

No.

P1 20



**PANCHAYATI RAJ AND DRINKING WATER DEPARTMENT**  
**PANCHAYAT SAMITI KOIRA**

**BID DOCUMENT**

**NAME OF THE PROJECT:**

Scheme – D.M.F.

Estimated Cost -Rs

Certified that the BID Document Contains  
( ) number of pages only.

Block Development Officer  
Koira Block

- 1 Date of saling of Tender Paper From ~~29/08/2022~~ to ~~12/09/2022~~ during office hour in the Office of Panchayat Samiti Koira
- 2 Date of submission of tender paper with required documents in the office of Panchayat Samiti Koira from Date ~~29/08/2022~~ to ~~13/09/2022~~ upto ~~4~~.00 pm.
- 3 Date of Opening ~~14/09/2022~~ at 11.00 am
- 4 Non- refundable cost of tender document amounting to Rs.....  
(.....) only in shape cash shall have to be submitted to B.D.O. Koira for receiving the bid document within the due date as per tender notice.
- 5 If office remains closed for some unavoidable circumstances on the last date of receipt & opening of the tender as specified above, bod instruments will be received & opened on the next working day at the same time and vanue.
- 6 The authority reserves absolute right to accept or reject any or all tender without assigning any reason thereof.
- 7 The successful bidder shall have to execute the work as per scope of work, relevent drawings, technical specifications to be made available in office of Panchayat samiti Koira & terms and conditions of agreement.
- 8 Any dispute arising out of this tender or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or cours under the jurisdiction of Odisha High Court at Cuttack.

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### **QUALIFYING CRITERIA OF ELIGIBILITY**

1. The firm should be registered under S .S.I. unit of the state / 'C' & 'D' class contractor with valid licence.
2. The firm should have experience for manufacturing similar type of works and should furnish the experience certificate during last 3 years.
3. The firm should have achieved a minimum annual financial turn over (in all classes of irrigation controlling gate fabrication relating hydraulic structure) amounting to 3 times of the amount for which tender has been invited.
4. Satisfactory completed as a prime contractor at least one similar work (gate works for hydraulics structure under irrigation department valued not less than the amount put to tender. A certificate to this effect should be furnished from the officer not below the rank of EXECUTIVE ENGINEER. Weightage of 10% per year shall be given on cost of completed works of previous 3 years to bring them to 2014-15 price level. Failure to submit proof in support will result in non-consideration of the tender.
5. Intending tenderer are required to furnish the following along with their tender
  - (i) Earnest money deposit
  - (ii) Xerox copy of up-to-date valid clearance
  - (iii) Xerox Copy of valid ESI registration & service tax registration issued by competent authorities / Valid licence copy.
  - (iv) Copy of PAN card
  - (v) Affidavit (Annexure-A)
  - (vi) Undertaking of job worker in prescribed format (Annexure-B) available in the tender document
  - (vii) Proof in support of execution of similar kind of work executed during last 3 years not less than the cost put to tender from the officer not below the rank of EXECUTIVE ENGINEER.. (Weightage of 10% per year shall be given on cost of completed works of previous 3 years to bring them to 2014-15 price level.)
  - (viii) Certificate in support of the firm having a minimum annual financial turnover of more than three times the estimated cost put to tender.

**Failure to submit proof in support will result in non-consideration of the tender.**

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4

**ANNEXURE -A**  
**AFFIDAVIT**

I, Sri..... Aged ..... Years, Son/ Daughter/ Wife of  
Sri ..... at present residing At..... P.O .....  
P.S ..... Dist ..... Pin ..... do here by solemnly affirm as follows.

i) That, I/ We possess a valid S.S.I unit certificate / 'C' & 'D' class contractor licence registered under Govt. of Odisha for fabrication and erection of gate works / Civil works contract issued by \* ..... & is valid up to \* \* .....

I am submitting tenders before the Block Development officer, Koira ..... for execution of following works in response to Tender Call Notice No. ....

1. .... \* \* \*
2. .... etc.

ii) I am the authorized signatory on behalf of firm for the tender for the work / works mentioned above.  
iii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the Block Development Officer, Koira ..... including E.M.D. in any shape are all authentic and bonafied 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 Bidder /  
Authorized Signatory

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.

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Koira Block

## ANNEXURE-B

**Undertaking of Job-Worker**

I/ We Shri

(In case of the firm, the name of the proprietor/head of the firm along with the designation & name of firm should be mentioned)

S/o Sri \_\_\_\_\_, Permanent resident of

Vill./Street - \_\_\_\_\_, P.O. - \_\_\_\_\_ P.S.- \_\_\_\_\_

Via - \_\_\_\_\_, Dist. - \_\_\_\_\_

State - \_\_\_\_\_, PIN - \_\_\_\_\_

declare that I/We have thoroughly gone through the quotation document and I/We know the sites of works. I/We agree to work at rates quoted by me/us or at settled rates and abide by the terms and conditions of the quotation document.

Signature of Bidder

**NO RELATIONSHIP CERTIFICATE**

I do hereby undertake that no relatives of mine is at present serving in  
Assistant Executive Engineer.

Sundargarh above the rank of

Signature of Bidder

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## **ODISHA PUBLIC WORKS DEPARTMENT (FORM P1)**

### **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 Sub-divisional Officer/Executive Engineer.

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 & drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/Executive Engineer 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 receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public works Department and their issue rates shall be filled in and completed in the office of the Sub-divisional Officer/Executive Engineer 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. 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 furnished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work. But contractors who wish to tender for

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Koira Block

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.

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

7. The Engineer shall have the right of rejecting all or any of the tenders.

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

If the Engineer 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 thereupon sing forth with copies of the specification and other documents mentioned in rules 1 and 4 and 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 Engineer competent to accept the same in case he rejects the tender the security money deposited shall be refunded to the tenderer.

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## CONDITIONS OF CONTRACT

Compensation for delay.

**Clause 1** - All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor by government 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 10 days thereafter make good in shape of NSC/KVP/Deposit receipt of schedule Bank Pledged in favour of the Executive Engineer, M.I. Division, Sundargarh endorsed as aforesaid any sum or sums which may have been deducted from, or raised by, sale of the security deposit or any part thereof.

The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorised agents are fully complied with by the contractor to the Executive Engineer satisfaction.

**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 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 essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, as amount equal to 1/2 percent on the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which he work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorised agents, are fully complied with by the contractor to the Executive engineers satisfaction). And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as event of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10-percent on 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 the sum or deducted by installments) the Executive Engineer on behalf of the Governor of Odisha, 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 recession notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) 20% of the value of left over work will be realised from the contractor as penalty.

(ii) To employ labour paid by Deptt. of Water Resources and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

Action when whole security deposit is forfeited.

**CONTRACTOR**

Block Development Officer

Koira Block

(iii) To measure up the work of the contractor and to take such part of the work of the contract, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advance on account of with a view to, the execution of the work or the performance of the 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 thereto for actually performed under this contract, unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**Contractor remains liable to pay compensation if action not taken under clause -5.**

(iv) Security deposit of the contractor shall be refunded only one year after the date of completion of work provided the final bill has been paid and defects, if any rectified. In case, however where refund of security is delayed for non-payment of final bill, two percent of the security deposit recovered as earnest money and initial security shall be refunded and the balance of the security deposit shall be refunded after payment of the final bill. However, the security deposit less any amount due, shall be returned to the contractor subject to the Engineer-in-charge certifying that no liability attaches to the contractor.

**Power to take possession of or require removal of or sell contractors plants.**

Clause 3 - In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 - hereof shall have become exercisable if the same shall not be exercised. The non-exercise thereof shall not constitute a waiver of any of the conditions in the event any further hereof and such powers shall notwithstanding be exercisable.

In the event of any future case of the 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 the past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force the powers vested in him under the proceeding clauses he may, 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 Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer 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 Executive Engineers 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.

**Extension of time**

**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 Executive Engineer within 30 days of the date of the hinderance on account of which he desires such extension as aforesaid and, the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof, authorise such extension of time, if any, as may in his opinion, be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for delay.

In case where the sanction of the higher authority to grant extension of time is necessary, the Executive Engineer will send his recommendation to higher authority. If the order of the competent authority is not received within 60 days from the date of receipt of recommendation of the Executive Engineer, the Executive Engineer shall grant extension of time under intimation to the concerned authorities so that the contract shall remain in force, but while communicating this extension of time he must inform the contractor that extension is granted without prejudice to Government's right to levy compensation under relevant clause of the Agreement

**Final Certificate**

**Clause 5-** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (here-in-after call the Engineer-in-Charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleared off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building in, upon or about which the work is to executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Officer of the Department of water resources in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractors shall fail to comply with their requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean 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 to any sum actually realised by the sale thereof.

**Sub Clause 5-** If in the opinion of the Engineer-in-charge, which shall be final and binding on the contractor, occupation or utilisation of a portion of the work completed in no way interferes with progress of the work the same may be occupied or utilised by on behalf of the Govt. under the written order of the Engineer-in-charge and to get the defects, if any rectified by the contractor at his(Contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any concession either 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 Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge or his sub-ordinate shall take the requisite measurement for the purpose

Payment on intermediate certificate to be regarded as advances and bill to be submitted monthly.

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 Engineer-in-charge or his sub-ordinate shall measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge or his sub-ordinate shall prepare a bill from such list which shall be binding upon the contractor in all respects.

Provided that, if any balance of the 7% security, outstanding from each such payment shall be deducted so as to, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected, or any part thereof in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Stores supplied by Government.

**Clause 7-** The final bill shall be prepared by the offices of the Department of Water Resources 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 Engineer-in-charge's store, or if is required that the contractor shall use certain stores to be provided by the Engineer-in-charge under the conditions of this contract (such materials and stores and the prices to be charged thereof 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 purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the at the rates specified in the said schedule may set off or deducted from and 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 or 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 Engineer-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 Engineer-in-charge's store, at prevailing market rate or at the issue rate which ever is less if by a notice in writing under his hand and he shall so require, but the contractor shall not be entitled to return any such materials unless with such

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Koira Block

Payment on intermediate certificate to be regarded as advances and bill to be submitted monthly.

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Koira Block

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 provisions of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal, arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials of stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that 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 Engineer-in-charge and to 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 shall 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-4.

**Clause 9-** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hour and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs, drawings and instructions as aforesaid.

**Clause 10-** The Engineer-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 and 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 Engineer-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 Engineer-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

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

Do not invalidate contract.

Extension of time in consequence of alterations.

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 Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

No deviations from the specification stipulated in the contract or additional items of work shall ordinarily be carried out by the contractor, nor shall and 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 Engineer-in-charge.

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

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

**Clause 11-** If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

**Clause 12-** If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or 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 Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forth with rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or article at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

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

Action and compensation payable in case of bad-work.

Works to be open to inspection

Contractor or responsible Agents to be present.

Notice to be given before work is covered up.

Contractor liable for damages done and for imperfection for 3 months after certificate.

Contractor to supply plant ladders scaffolding etc.

And is liable for damages arising from non-provision of lights, fencing etc.

**Clause 13-** All work under or in course of execution or executed in pursuance of the contractor shall at all times be open to the inspection or supervision of the engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all others times at which reasonable notice of the intention of the Engineer-in-charge or his subordinates 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 5 days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement 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 coverd up or place beyond the reach of measurement, any work without the consent in written of the Engineer-in-charge or his sub-ordinate-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 contractor's expense, or in default there of on payment or allowance shall be made for such work of the materials with which the same was executed.

**Clause 15** - If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damages shall happen to the work, while in progress from any cause whatever or any imperfection become apparent in it within 3 months from the date of final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in- charge shall be final) from any 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 Engineer-in-charge.

**Clause 16** - The contractor shall supply at his own cost all materials (except such special material, if any as may in accordance with the contract, be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, 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 Engineer-in-charge as to any matter as to which under this conditions he is entitled to be satisfied, which he is entitled, to require together with carriage 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 materials. Failing him so doing the same may be provided by the Engineer-in-charge at the expense of 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 defence of

every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or 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 labourer shall be employed within the limits of a cantonment.

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

The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

**Explanation** - "Fair Wage" means wages, whether for time or piece work prescribed by the State DOWR provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates would constitute fair wages. The Executive Engineer shall have the right to enquire into and decide any complaints alleging that wages paid by the contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighbourhood.

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

**Clause 17 (a)** The contractor shall if so required by the Engineer-in-charge employ one or more Engineering Graduates or Diploma holders as apprentices at his own cost of the work as shown in the tender exceed Rs. 2.50 Cr. The Chief Engineer will select the apprentices. The period of employment will commence within one month after the date of work order and would last until the date when 90% of the work is completed. The stipend to be paid to the apprentices should not be less than Rs. 200/- per month in the case of Graduate Engineers and less than Rs. 150/- per month in case of Diploma holders. The number of apprentice to be employed shall be fixed by the Chief Engineer in a manner so that the expenditure does not exceed 1% of the tendered cost of the work.

**Clause 18** - The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity gift, loan perquisite reward or advance, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any his servants or agents to any public officer or person in the employ of Government in any way relating to his officer employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure if the contract had been rescinded under clause 2 thereof, and in addition the contractor shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

**Clause 19** - 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.

Work not to be sublet.

CONTRACTOR

Block Development Officer

Koira Block

**Clause 20** - In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

In case of failure to notify the change in the constitution within 15 days, the Engineer-in-charge may be notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under Clause -2 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Contract may be rescinded and security deposit forfeited for sub-letting, bribing or if contractor becomes insolvent.

**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 Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**Clause 22** - Deleted.

Sum payable by way of compensation to be considered, as a reasonable compensation with out reference to actual loss.

**Clause 23** - When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same 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 Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Changes in constitution of firm.

**Clause 24** - In the case of any class of work for which there is no such specification as is mentioned in Rule-1, such work shall be carried out in accordance with the 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 the instructions and requirements of the Engineer-in-charge.

**Clause 25** - The expression "works" or "work" 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.

**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 workmen employed in course of execution of any part of the work covered by these contracts.

Lump sums in estimates.

**Clause 27** - That the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Orissa and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Odisha.

Action where no specification.

**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.

Defination of works.

**Clause 29** - Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

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

**Clause 31 & 32** - Deleted.

## FAIR WAGE CLAUSE

**Clause 33 (a)** - The contractor shall pay the wages not less than fair wages to labourers engaged by him on the work.

*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 would constitute "Fair Wages". (WD No. 22059 dt. 16.8.77)

(b) The contractor shall not with standing the provisions of any contract to contrary, cause to be paid a fair wages to labourer indirectly engaged on the work including any labour 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 works 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 unauthorised deductions made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.

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

(e) Vis-a-vis, the Government of Odisha, 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-contractors.

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

(g) Under the 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 Executive Engineer or Sub-divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourers and pay the same to the person entitled there to from any money due to the contractor.

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

CONTRACTOR

Block Development Officer

Koira Block

(i) The contractor shall submit by the 4th & 19th of every month to the Engineer-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 labourer employed him on the work.
- (2) Their working hours.
- (3) The wages paid to them.
- (4) The accident if any 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 been 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 Executive Engineer shall be final in deducting from any bill due to the contractor, amount levied as fine.

j) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by the Government from time to time for the protection of health and sanitary arrangement for the workers employed by the Orissa Public Works Department and this will apply to work place having 50 or more Workers.

k) Maternity benefit rules for female workers employed by the contractor, leave and pay during leave shall be regulated as follows.

i) Leave: In respect of Delivery: Maternity leave not exceeding 8 weeks (4 weeks upto and including the day of delivery of 4th weeks following that day.

Incase of miscarriage : Upto 3 weeks from the date of miscarriage.

ii) Pay: In case of Delivery: Leave pay during maternity leave will be at the rate of the woman's average daily earnings calculated on the total wages earned on the days when full time work was done during the period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of Rs. 150.00 a day whichever is greater.

Incase of miscarriage : leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of miscarriage.

**Condition of the grant of maternity leave:** no maternity leave benefit shall be admissible to a woman unless she has been employed for a total not less than 6 months immediately preceding the date on which she proceeding on leave.

**MODEL RULES**  
**FOR HEALTH & SANITARY ARRANGEMENT FOR WORKERS EMPLOYED**  
**BY ODISHA P.W.D CONTRACTORS**

1. **APPLICATION:** These Rules shall apply to all construction work in-charge of Odisha Public Works Department which is expected to continue for a year or more.
2. **DEFINITIONS:**
  - i. "Work Place" means a place at which an average of fifty or more workers is employed in connection with construction work.
  - ii. "Large Work Place" means a place at which an average of 500 or more workers is employed in connection with a work.
3. **FIRST AID:**
  - i. At every work place, there shall be maintained in a readily accessible place for first-aid appliances including an adequate supply of sterilizer dressings and sterilized cotton wool. The appliances shall be kept in good order and in large work places, which shall be readily available during working hours.
  - ii. At Large Work Places, where hospital facilities are not available within easy distance of works, first aid posts shall be established and run by a trained compounder.
  - iii. Where Large Work Places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
  - iv. Where Large Work Places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of the city, town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place, some conveyance facilities, such as a car, shall be kept readily available to take injured person or persons suddenly taken ill to the nearest hospital.
4. **DRINKING WATER:**
  - i. In every work places there shall be provide and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
  - ii. Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
  - iii. Every water supply of storage shall be at distance of not less than 50 feet from any latrine, drain or other sources 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 wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.
  - iv. A reliable pump shall be fitted to each covered well and trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
  - v. The temperature of the drinking water supplied to worker 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 places shall be kept clean and well drained condition.

CONTRACTOR

Block Development Officer

Koira Block

**6. SCALE OF ACCOMODATION IN LATRINES AND URINALS:**

There shall be provided within the premises of every work place, latrines and urinals in accessible places and accommodation, separately for each of them for men and women not less than the following.

i)	Where the number of person employed does not exceed 50	No. of seats 2
ii)	Where the number of person employed does not exceed 50 but not exceed 100	No. of seats 3
iii)	For every additional 100 employees (in particular cases, the Executive Engineer shall have power to vary the scale where necessary)	No. of seats 3 per 100

**7. LATRINE AND URINAL FOR WOMEN:**

If women are employed, separate latrines and urinals separate from that for men 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. CLEANLINESS OF LATRINES AND URINALS:**

Except in work places provided with water flushed latrines connected with a water borne 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 receptacle shall be tarred inside and outside at least once in a year.

**9. CONSTRUCTION OF LATRINES:**

The inside wall shall be constructed of masonry or 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 this 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 a suitable incinerator approved by the Asst. Director of Public Health of 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 light soil at the bottom of pucca tank prepared for the purpose and covering it with a layer of waste or refuse and then covering it up with a layer of earth for fortnight (when it will turn into manure).

**11. PROVISIONS OF SHELTERS DURING REST:**

At every work place, there shall be provided free of cost, two suitable sheds one for meals and other for rest or use of the labourers. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof.

**12. CRECHE:**

a. At every work place at which more than 50 women workers are employed, there shall be provide only hut for use of children under the age of 6 years, belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on the lower standard than the following.

- i. Thatched roofs.
- ii. Mud floors and walls.
- iii. Plants spread over the mud floor and covered with mat.

iv. The hut shall be provided with suitable & sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep place clean. There shall be two Dhais in attendance. Sanitary utensils be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

b. Where the number of women is more than 50, the contractors shall provide one hut and one Dhai to look after the children of women workers.

c. The size of the creche shall vary according to the number of woman workers.

d. The creche shall be properly maintained and necessary equipments 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.

## ODISHA P.W.D. CONTRACTOR'S LABOUR REGULATION

1. **Short Title-** These regulations may be called "The Odisha Public Works Department Contractor's Regulations."

2. **Definations -** In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say -

(i) "Labour" means worker employed by the contractor of the Odisha Public Works Department, directly or indirectly through a sub-contractor or other person, by an agent on his behalf.

(ii) "Fair Wages" means wages, whether for the time or piece work described 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 would constitute fair wages. (WD No. 22059 dt. 16.8.77)

(iii) "Contractor" shall have the same meaning as defined the payment of wages act and include time and piece rate wages, if any.

### 3. Display of notices regarding wages, etc.

The contractor shall-

a) before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district which the work is done.

b) send a copy of such notices to the Engineer-in-charge of the work.

### 4. Payment of wages -

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

(ii) All wages shall have to be paid in cash where no food grain is supplied by the department or partly in cash and partly in grain, if food grain is supplied by the Department to the contractor for issue to labour engaged on the work.

### 5. Fixation of wage period -

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

(ii) No wage period shall exceed one month.

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

(iv) 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 his employment is terminated.

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

CONTRACTOR

Block Development Officer

Koira Block

#### 6. Wages book and wage cards, etc. -

- (i) The contractor shall maintain a wage book of each worker in such form as 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.
- (ii) The contractor shall also maintain a wage card for each worker employed on the work.
- (iii) The Executive Engineer may grant an exemption from the maintenance of wage book, wages cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

#### 7. Fines deduction which may be made from wages -

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
  - a) Fines
  - b) Deductions for absence from duty, i.e. from the place or places where 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 damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - d) Any other deductions which the Odisha Government may from time to time allow.

(ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(iii) The total amount of fines which may be imposed in any one wage period on a work shall not exceed an amount equal to 10% in a rupee of the wages payable to him in respect of that wage period.

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

#### 8. Register of fines, etc. -

(i) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such Register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

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

**9. Preservation of Register -**

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

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

The Labour Welfare Officers or any other persons authorised by the Government of Odisha on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of the fair wage Clauses and the provision of these regulations. He shall at liberty to any complain regarding default made by the contractor, sub-contractor, in regard to such provisions.

**11. Report of Labour Welfare Officers -**

The Labour Welfare Officers Or others authorised as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned.

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

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other authorised person, may appeal against such decision to the Labour Commissioner within 30 days from the date of the decision forwarding simultaneously a copy of his appeal to the Executive Engineer 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 wage cards to any of his workers 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 Odisha on his behalf.

**14. Submission of return -**

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

**15. Amendments -**

The Government of Odisha may from time to time add to or amend these regulations and on any questions as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Odisha on that behalf shall be final and binding on that effect.

**Clause-34 Additional performance security :**

Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost of 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 Shavings Bank Account / National Savings Certificate / Post Office TDR / Kissan Vikash Patra / Deposit receipt of scheduled Bank before execution of the agreement.

The tender will be liable for rejection in absence of furnishing of the Additional performance security even in case of fixed deposit holders and Engineer Contractor who were exempted from furnishing EMD while participating in tender.

**Clause-35** The terms and conditions of the agreements have been read/explained to me and I Sri/Smt. .... certify that I clearly understand them and agreed to abide by these rules.

Date

Witness

Contractor

CONTRACTOR

Block Development Officer

Koirā Block

## ADDENDUM TO CONDITION OF CONTRACT

### 2. TIME CONTROL

2.1 Progress of work and re-scheduling programme.

2.1.1 The Executive Engineer/Engineer-in-charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid proceeds and commencement of the contract.

2.1.2 Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-charge for approval and programme commensurate to clause no. 2 showing the general methods, arrangements and timing for all the activities in the works along with monthly cash flow forecast.

2.1.3 To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4 If at any time it should appear to the Engineer-in-charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of the Engineer-in-charge a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.

2.1.5 At update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6 The Engineer-in-charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme submit it to the Engineer-in-charge again at any time. A revised programme is to show the effect of variations and compensation events.

2.2 Extension of the Completion date.

2.2.1 The time allowed for execution of the work as specified in contract data shall be the essence of the contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of award after the date on which the Engineer-in-charge issue written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee/security deposit absolutely.

Block Development Officer

CONTRACTOR

Koira Block

2.2.2 As soon as possible after the contract is concluded the contractor shall submit a time and progress chart for each milestone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works, it shall indicate the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3 In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice therefore in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works for:

- i) Abnormally bad weather or -
- ii) Serious loss or damage by fire or
- iii) Civil commotion, local commotion of workmen, strike or lockout, officers any of the heads employed on the work or
- iv) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge, in executing work not forming part of the contract.
- v) In case of variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost or
- vi) Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the contractor's control.

2.2.4 Request for re-schedule and extension of time to be eligible for consideration shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing. Within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-charge and this shall be binding on the contractor.

### 2.3 Compensation for delay.

2.3.1 If the contractor fails to maintain the required progress in terms of Clause - 2 or to complete the work and clear the site on or before the contract or extended date completion he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every complied day/month (as applicable) that the progress remains below that specified in clause - 2 or that the work remains incomplete.

This is also apply to items or group of times for which a separate period of completion has been specified.

Provide always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or to the tendered value of the item or group of item of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Government. In case the contractor does not achieve a particulars milestone mentioned in contract date, or the re-schedule milestone(s) in terms of clause 2.5 the amount shown against that milestone shall be withheld, to be adjusted against the compensation leived at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contract. However, if the contract catches up with the progress of work on the subsequent milestone(s) the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s) amount maintained against such milestone missed subsequently also shall be withheld. However no interest, whatsoever, shall be payable on such withheld amount.

#### 2.4 **Bonus for early completion.**

2.4.1 In case the contractor completes the work ahead of scheduled completion time, a bonus 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor subject to a maximum limit of 2% (two percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work.

The Bonus/Incentive should be paid in respect of individual project for new construction/substantial additional improvement works, the minimum value for which the Bonus/Incentive applicable is given below.

<u>Type of Work</u>	<u>Minimum Value</u>
1. Building work/ P.H. Work	Rs.40. 00 Lakhs
2. Road Work	Rs.300.00 Lakhs
3. Irrigation Work	Rs.1,000.00 Lakhs

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule.

#### 2.5 **Management of meetings.**

2.5.1 Either the engineer or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

2.5.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

RELEVANT PROVISION IN THIS CONTRACT STANDS MODIFIED ACCORDINGLY.

## SPECIAL CONDITION

All the earthwork pits should be on country side and at least 15 Mt. away from the top of embankment works.

All Measurements for earthwork will be taken by section measurement.

Tender is to sign, the initial and final level and longitude section and cross section of the existing ground level before starting execution of works. Final level will be taken after completion of the work in all respect.

The contractor is to given labour for giving section and profiles. All materials necessary for such work will be supplied by the contractor and the profiles is to be maintained till work is completed.

The contractor should keep himself in constant touch with Engineer-in-charge for smooth execution of the work and arrange for adequate labour depending on the work load and working space available. No claim to detention of labour on any account will be entertained.

It is the responsibility of the contractor to arrange earth to the extent required for the work at his own cost and risk.

The contractor should engaged local labour on priority basis during execution of the work.

For each work in embankment there will be minimum distance of 15M. between the toe of the embankment and the borrow pit.

For earthwork in cutting reaches, the spoils should be deposited as directed by the Engineer-in-charge.

1. The tender should inspect the site of work before tendering of the work and in case of any clarification should consult the Engineer-in-charge.
2. Any royalty or any other taxes if any, for executing the work will be borne by the contractor.
3. The contractor should engage local labourer on priority basis during execution of work.
4. Cost of empty cement bag will be deducted from the contractor bill @ Rs.03.00 per bag.
5. 1% Labour cess will be deducted from the gross value of the work bill of the contractor.

CONTRACTOR

Block Development Officer

Koira Block

## ADDENDUM TO CONDITION OF CONTRACT

### Percentage rate contract (vide Works Department letter No. - 8310 Dt. - 17-05-2006)

#### In case of Percentage rate tender

- (i) The contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
- (ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The contractor who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No. - Name & Sl. No.** of the work (as per IFB) to which they refer, written on the envelope.
- (iii) Only percentage quoted shall be considered, Percentage quoted by the Contractor should be accurately filled in figures and words, so that there is no discrepancy.
  - (a) If any discrepancy is found in the percentage quoted words & figures, then the percentage quoted by the contractor in words shall be taken as correct.
  - (b) If any discrepancy is found in the percentage quoted is percentage excess / less and the total amount quoted by the contractor, then the percentage will be taken as correct.
  - (c) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
  - (d) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
  - (e) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
  - (f) The contractor will write percentage excess / less upto one decimal point only. If he writes the percentage excess / less upto two or more decimal points, the first decimal point shall only be considered without rounding off.
  - (g) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out initialing, dating and rewriting.
- (iv) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- (v) The quality mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- (vi) The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.
- (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentages excess or less shall be added or subtract from the gross amount of the Bill.

Block Development Officer

CONTRACTOR

Koira Block

**TENDER FOR THE WORK**

I/We ..... hereby tender for the execution for the Governor of Odisha of the work specified in the tender written memorandum at the rates specified therein within a period of ..... calendar months including monsoon to commence from the date of written order and in accordance in all respects with the specifications, designs, drawings and other documents hereof and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

**MEMORANDUM**

- a) Name of work :
- b) Estimated cost : Rs.
- c) Agreement Amount : Rs.
- d) Earnest Money : Rs.
- e) Initial Security Deposit : Rs.  
(after adjustment of E.M.D.)
- f) Percentage to be deducted : Rs. |  
(ST/IT/VAT will be from bills (as security deposit) deducted  
as admissible and 1% labour cess will be  
from bills (as security deposit) deducted as applicable.
- g) Time required for the work ..... (.....) Calendar Months  
including from date of written order to Monsoon commence.
- h) Date of written order to commence :
- i) Actual date of commencement of the work :
- j) Actual date of Completion :
- k) Total number of items of work tendered for ..... (.....) items.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof forfeit and pay to the Governor of Odisha or his successor in office the sum of money mentioned in the said conditions.

CONTRACTOR

Block Development Officer

Koira Block

**IMPORTANT**  
**AMENDMENT TO OPWD CODE**

**Annexure-II**

1) **Amendment to para-3.5.14 Note-I of OPWD Code, Vol-I by inclusion**

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

**Annexure-III**

2) **Amendment to Appendix - IX, Clause - 36 of OPWD Code; Vol-II inclusion**

**Clause No- 36-** If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned Executive and DAO will remain present.

**Annexure-IV**

3) (A) **Amendment to para-3.5.5 (V) Note-II of OPWD Code , Vol-I , by substitution**

**Note-(II) -** When the bid amount is up to 10% less than the estimated cost, no additional performance security is required to be deposited. When the bid amount is less than the estimated cost by more than 10% and within 15%, in such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 time of the differential cost of the bid amount and 90% of the estimated cost.

(B) **Amendment to para-3.5.5 (V) Note-III of OPWD Code , Vol-I , by inclusion -**

**Note-III-** For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE, CE & the Administrative Department. The Incentive for timely completion should be on a graduated scale of one percent to 10 percent of the contract value - Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale

Before 30% of contract period = 10% of Contract Value

Before 20 to 30% of contract period = 7.5% of Contract Value

Before 10 to 20% of contract period = 5% of Contract Value

Before 5 to 10% of contract period = 2.5% of Contract Value

Before 5% of contract period = 1% of Contract Value

**Annexure-V**

**4) (A) Amendment to para-3.2.8(V) Note-II of OPWD Code, Vol-I, by inclusion**

**Note-II** - In case of the tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by relevant provisions of OPWD Code.

**Annexure-VI**

**5) Amendment to para-3.5.18(V) Note-VIII of OPWD Code, Vol-I**

**Note-VIII** - Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

**Rule-29 of Appendix-IX** - When in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicly. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.

**Special Condition**

**The tender of the contractors who have been debarred by the under Signed from participation in tender process of the Division will not be considered.**

CONTRACTOR

Block Development Officer

Koira Block

**MY/ OUR QUOTED RATE**

is \_\_\_\_\_ % (both in figure & words)  
excess over / less than / equal to the above estimated cost.

**NOTES:**

Contractor should not write anything excepting quoting of percentage & in case anything else regarding tender rate is Mentioned, the tender is liable for rejection. Strike out which is not applicable. Percentage should be quoted up to 2(two) digit after the decimal point. Rate of all items are inclusive of cost, carriage, royalty & other taxes of material.

**FOR OFFICE USE****TENDER FOR THE WORK**

I / We..... hereby tender for the execution for the Governor of Odisha of the work specified in the tender written memorandum at the rates specified therein with in a period of three Calendar month including monsoon to commence from the date of written order and in accordance, in all respects with the specifications, designs, drawing and other documents hereof and subject to the annexed conditions of contract and with such materials as provided for by and in all other respects in accordance with such conditions so far as applicable.

The D.T.C.N is approved for (.....) Nos of pages.

Block Development Officer

Koira Block

Sold vide M/R Book No..... Page No.....  
Date..... For the work : .....

Executive Engineer / A.M.E. / Sub-division.....  
Fabrication, Supply & Erection of M.S. Shutter & M.S. Guide  
**OFFICE USE ONLY**

- 1) Total No. of correction
- 2) Total No. of overwriting
- 3) Total No. of interpolation
- 4) EMD Rs. \_\_\_\_\_ duly pledged / unpledged
- 5) Clearance of VAT furnished / not furnished TIN .....
- 6) PAN furnished / not furnished No. ....
- 7) Affidavit (Annexure-A) Furnished / not furnished
- 8) Undertaking of job worker in prescribed format (Annexure-B) furnished / not furnished
- 9) Proof in support of execution of similar kind furnished / not furnished
- 10) Annual financial turnover furnished / not furnished
- 11) Valid registration certificate furnished / not furnished
- 12) No relationship certificate furnished / not furnished

Block Development Officer

Koira Block

**CONTRACTOR**

Block Development Officer

Koira Block