



**GOVERNMENT OF ORISSA  
DEPARTMENT OF WATER RESOURCES**

**TENDER PAPER**

**NAME OF WORK :**

F.D.R. TO BANK PROTECTION WORK ON  
LEFT BANK OF RIVER SUBARNAREKHA  
NEAR VILLAGE MANUNAGAR FROM  
(R.D. 1389 M TO 1614.30 M) FOR 2006-07.

**Engineer**

**Executive**

**Balasore Irrigation Division**

**Balasore**

1. NAME OF WORK : F.D.R. TO BANK PROTECTION WORK ON LEFT BANK OF RIVER SUBARNAREKHA NEAR VILLAGE MANUNAGAR (FROM R.D. 1389 M TO 1614.30 M ) FOR 2006-07.
2. AMOUNT PUT TO TENDER : Rs. 35,94,939.00
3. COST OF TENDER PAPERS : (i) Rs. 6,000.00 + VAT 4 % (Rs.6,240/-)  
(ii) Rs.10,000.00 + VAT 4 % (Rs.10,400/-)  
for downloading from Internet .
4. EARNEST MONEY TO BE DEPOSITED : Rs. 36,000.00
5. PERIOD OF SALE OF TENDER : 15 DAYS  
PAPER
6. DATE OF SALE OF : From 15.11.06 to 29.11.06 up to 13.00 hours  
TENDER PAPER during office hours.
7. DATE OF RECEIPT OF : From 15.11.06 to 29.11.06 up to 13.00 hours  
TENDR PAPER during office hours
8. DATE OF OPENING OF : 30.11.06 AT 11.00 HOURS.  
TENDER PAPER
9. STIPULATED PERIOD OF : 90 DAYS  
COMPLETION
10. CLASS OF CONTRACTOR : 'B' & 'A' CLASS

GOVERNMENT OF ORISSA  
DEPARTMENT OF WATER RESOURCES

BALASORE IRRIGATION DIVISION, BALASORE  
INVITATIONS FOR BIDS (IFB) Tender Call Notice No. 6 / 06-07

1. The Executive Engineer, Balasore Irrigation Division, Balasore on behalf of Governor of Orissa invites item rate bids for the construction of works detailed in the table below from “B” & “A” Class of contractors registered with the State Government and Contractors of equivalent Grade / Class registered with Central Govt. / M.E.S. / Railways for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the following works.

| Sl. No. | Name of work  | Value of work (Rs. in lakh) | Additional places of sale & receipt  | Security (Rs.) | Cost of document + VAT (Rs.)  | Period of completion |
|---------|---|-----------------------------|--|----------------|---|----------------------|
| 1       | 2   | 3                           | 4  | 5              | 6   | 7                    |
| 1.      | FDR to Bank protection work on left bank of river Subarnarekha near village Manunagar from RD 1389 m to 161.30 m) for 2006-07 | 35.95                       | O/o S.E., Baripada Irr. Circle, Baripada & Sub-Divisional Officer, Jaleswar Irr.Sub-Division, Jaleswar | 36,000/-       | (i)Rs.6000/+ Rs.240/- (4% VAT)., (ii)For down loading from internet Rs. 10,000/ + Rs.400/ (4 % VAT) | 90 days              |

2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the undersigned during office hours every day except on Sundays and public holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address.
3. Bids must be accompanied by security of the amount specified for the work in the table at column 5, payable at State Bank of India, Balasore and drawn in favour of Executive Engineer, Balasore Irrigation Division, Balasore. Bid security will have to be in any one of the forms as specified in the bidding document, Bidders desirous to hire machineries or equipments from out side the State are required to furnish 2 % of the amount put to tender as Bid security.

TENDERER

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EXECUTIVE ENGINEER

4. The sale and receipt of the Bid document shall start from 15.11.2006 and close on 29.11.06 at 13.00 Hours. Bids shall be received in all offices where the bids have been notified to be sold.
5. Bids must be delivered in the tender box of Aluminum color having identification No. BALS- 6 /06-07.
6. Bid documents can be down loaded from official website of Govt. of Orissa (<http://www.orissa.gov.in>) or may be purchased from all the offices mentioned against the work as per table under Col-4 as well as the office of the undersigned against a non-refundable fee towards cost of the documents as indicated in the form of cash or demand draft issued from any schedule bank payable at Balasore in favour of Executive Engineer, Balasore Irrigation Division, Balasore or may be deposited in shape of Bank draft prepared on or before the last date of receipt along with the bid.
7. Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs. 500/- over the cost of documents. The Executive Engineer, Balasore Irrigation Division, Balasore will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
8. The Bids will be opened on the 30.11.06 at 11.00 hours in the office of the under signed, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
9. Additional performance security must be furnished by the bidders when bid amount is less than the tendered cost by more than 10 % . In such an event the bidders will furnish along with tender paper an additional performance security to the extent of the differential cost of the bid amount and 90 % of the tender cost in shape of Post Office Savings Account/ National Savings Certificate/ Post Office Time Deposit Account/ Kissan Vikash Patra/ Deposit receipt of Schedule Bank duly pledged in favour of Executive Engineer, Balasore Irrigation Division, Balasore, failing which the tender will be rejected.
10. The bidders shall have to furnish an affidavit in support of authenticity of documents/credentials including EMD and additional performance security furnished along with the bid. The authority reserves the right to verify the authenticity of documents in case of any doubt or complain.
11. All the bids must be accompanied with attested copies of registration certificate, PAN Card, VAT clearance certificate and other required documents as specified in the bid documents.
12. Other details can be seen in the bidding documents.

**OFFICE OF THE EXECUTIVE ENGINEER  
BALASORE IRRIGATION DIVISION, BALASORE**

**DETAILED TENDER CALL NOTICE**

1. Sealed tender in prescribed proforma to be eventually drawn in P.W.D. Form F-2, will be received from the registered contractors of Class 'B' & 'A' class , up to 13.00 hrs on 29.11.06 at office of the Superintending Engineer, Baripada Irrigation Circle, Baripada / Executive Engineer, Balasore Irrigation Division, Balasore and Office of the Sub-Divisional Officer, Jaleswar Irrigation Sub-Division, Jaleswar for the work **F.D.R. TO BANK PROTECTION WORK ON LEFT BANK OF RIVER SUBARNAREKHA NEAR VILLAGE MANUNAGAR FROM R.D. 1389 M TO 1614.30 M FOR 2006-07** and will be opened in the presence of the tenderers or their authorized representative on 30.11.06 at 11.00 hrs. The approved tender documents can be had from the office of the Executive Engineer, Balasore Irrigation Division, Balasore on payment of Rs.6,240/- (Rupees Six thousand two hundred forty) & Rs.10,400.00 (Rupees Ten thousand four hundred only) for down loading from internet only per set during the working hours on or before 29.11.06 up to 13.00 hours.
2. The tenderers are required to produce valid contractor License for verification before depositing the cost of tender documents.
3. The estimated cost of the work put to tender is Rs. 35,94,939.00 (Rupees Thirty five lakhs ninety four thousand nine hundred thirty nine ) only and the tenderers are required to deposit earnest money of Rs.36,000.00 (Rupees Thirty six thousand ) only in shape of TDR/Demand Draft/ Bankers cheque, duly pledged in favour of the Executive Engineer, Balasore Irrigation Division, Balasore except those, who have made fixed deposits under contract License rules of the State Govt. No. adjustment of Earnest Money deposited in connection with other works will be considered. No cheque of cash will be received on any account. Tender without, earnest money will be summarily rejected.
4. The earnest money so deposited can be returned to the unsuccessful tenderer not earlier than the finalisation of tender case.
5. The contractor is required to deposit initial security deposit @2% of the accepted tender value before entering into agreement with the department, but the earnest money deposited with the tender will form a part of the initial security deposit.
6. The work is to be completed within 90 days from the date of issue of work order.
7. The plan and specification for the work can be seen in the office of the Executive Engineer, Balasore Irrigation Division, Balasore during the working hours of the office from the Estimator.
8. The rate for each item or work of the tender documents, should be definite. Any ambiguous or indefinite quotation of rates, such as at schedule of rates, or certain percentage higher/lower than the schedule of rates will not be considered in any case. Such tenders will be cancelled.

9. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.
10. Every tenderer is expected, before quoting his rate, to inspect the site of proposed work. He should also inspect the likely borrow area and other relevant sites such as roads etc. to satisfy himself about the quality and availability of required quantities of materials and leads involved, labour, food stuffs and medical aid and satisfy himself, that he has quoted reasonable rates for each item of the work in accordance with the specification and conditions attached here to and also he has taken in to consideration all relevant eventualities, including the rate for each item of work before, during and after the execution. The rate shall include all types of financial involvements such as carriage, taxes, octroi, local taxes, ferry tollage, royalties and other leads, lifts loading and unloading, freight for materials and all other charges required for completion of the work to the satisfaction of the Engineer-in-Charge and no claims on this connection will be entertained.
11. The tenderer is required to enclose the attested copies of the following, with the tender,
  - i) Valid Registration Certificate
  - ii) Valid I.T.C.C./PAN CARD
  - iii) Valid S.T.C.C. (VAT clearance)
  - iv) Valid Labour LicenseBesides, the tenderers are to produce the original ones as and when required by the Executive Engineer.
12. The rate in the tender should be written both in words and figures and in case of any discrepancy the rate written in words will be finally accepted. Any correction, overwriting should be authorised or else will be rejected.
13. Each page of the tender documents should neatly be signed by the contractor before submitting the tender to the department.
14. The terms and conditions stipulated in F-2 contract and modifications thereof is applicable in addition to clauses mentioned herein. The tenderers are requested to go through the clauses of P.W.D contract form No.F-2 fully in addition to clauses mentioned here with before tendering, as all these clauses and the clauses of F-2 form will together form the F-2 Agmt., to be executed with the successful tenderer.
15. The Sub-Divisional office concerned will be considered as Engineer-in-Charge with respect to specification layout and other field activities only on behalf the Executive Engineer.
16. All taxes, royalties etc. payable under the local rules including state sale tax, income tax ferry tollage charges shall be borne by the Contractor.

17. The royalty of materials will be recovered from the bill at the rates prescribed by the Forest Department or Revenue Department if the receipt in support of payment to the concerning department is not produced.
18. The contractor should abide by the fair wages clause introduced by the Govt. from time to time and shall not pay less than the fair wages fixed by the Govt. to the labourers engaged by him in the work.
19. The contractor shall fully indemnify the department for payment of compensation under work man compensation Act. VII, 1923 on account of work man employed by the contractor, and full amount of the compensation if not paid by contractor will be recovered from the contractor.
20. The item of work not covered in schedule of quantity shall be paid at the current schedule of rate of State and those not covered by the said schedule of rate will be paid actual analysis approved by the competent authority.

On account the contract work or part there of shall not be sublet to any body and in such event the contract shall be rescinded.

The right is reserved to make increase or decrease the quantity of item of works mentioned in the schedule attached to the detail tender call notice as maybe considered necessary for the satisfactory completion of the contract work and such increase or decrease will no way invalidate the contractor shall not be eligible to any claim/compensation on the account of extension of time for completion of the work.

21. The tenderers whose tenders are accepted are required to pay an initial security deposit as in the clause above except those exempted before executing the Agreement Failure to submit the initial security deposit as above, shall entitle to the forfeiture of the earnest money. The department will accept the security deposit on form of N.S.C./N.D.C./Postal Time Deposit Account/ Bank Deposit duly pledged in favour of the Executive Engineer, Balasore Irrigation Division, Balasore.
22. In the event of any dispute with regard to the contract it shall be in the court of the district head quarters of the work site and either party of the contract shall have no right to bring suit in the matter covered by the Agreement or contract on any place outside of the State of Orissa.
23. The contractor shall have to furnish a certificate along with the tender to the effect that he is not related to any officers of the Water Resources Department in the rank of Asst. Engineer or above.
24. The work can be split up and distributed among several contractor if considered necessary on emergent exigencies. The contractor will not be entitled to any compensation of this account.
25. No compensation will be paid for any damages done by any natural calamities during the execution of the work.
26. The contractor shall arrange water supply for all workers and make sanitary arrangement at his own cost for his labour camp. The contractor shall have to arrange adequate lighting arrangement at his own cost for night work, whenever necessary.

27. It should be understood that no claim will be entertained with regard to extra items of work required to be executed beyond the schedule or quantities, except payment to be made as per the clauses of F-2 Contractor. However written order should be obtained from the Executive Engineer before starting the work.
28. The tenderer shall have to abide by **the O.P.W.A** code communicated by Govt. of India Ministry of Works, Housing and Supply in their standing order No.44 to 40 dt.25.11.1967 which can be seen from the office of the Executive Engineer, Balasore on any working day within office hours.
29. The contractor shall make at his own cost, the housing accommodation and medical facilities for the labours engaged on the work.
30. The letters requesting modification to tender already submitted as may be found in the tender box shall not be considered.
31. The tender which is not in prescribed proforma and is not strictly according to the terms and conditions of the detailed tender notice and specification is liable for rejection.
32. The contractor shall sign as token of final acceptance of plan section and agreement of the work prior to execution.
33. The contractor is to supply necessary labour and materials at his own cost for the purpose of alignment laying and profiling, whenever required.
34. All the measurement of earth work is to be done by section measurement which will be accepted by contractor from time to time. Prior written order of approval of Executive Engineer will be taken in case of pit measurement with size of pits etc., where section measurement can not be made.
35. For section measurements, levels will be taken in presence of the contractor at suitable interval and will be recorded in the level book before commencement of the work. The level should be accepted by the contractor and initial section signed by him in token of acceptance. The final levels should be taken after completion of the work in presence of the contractor on the same position, as in the case of initial level only after full settlement of the earth work or one complete rainy season passes. In case, it is desired to taken final measurement of earth work before final settlement, should be given at the rate of minimum (100-X) cum for every meter height of the embankment . But the settlement allowance payment will be made after full settlement on design section where X- % compaction as mentioned in the B.O.Q.
36. The measurement of fine dressing and turfing will be taken after satisfactory full growth.
37. Borrowing earth is the entire responsibility of the contractor, No extra cost will be considered for what so ever reasons.
38. The contractor should arrange tools and plants at his own cost required for efficient execution of the work and the rate quoted should be inclusive of such categories.
39. All the materials including cement and reinforcement steel required for the work will be arranged by the contractor in time. Including carriage of the same to the site of

work, at his own cost. All taxes, fees, royalty, tollage & ferry charges including sales tax and income tax etc. as applicable from time to time, shall be borne by the contractor for which no extra payment will be made by the department. The rate as for finished items of works including cost of carriage, fees, royalty, tollage and all taxes as mentioned above. All the materials supplied by the contractor must conform to the standard specification and be got approved by the Engineer-in-Charge.

40. The contractor will make arrangement, at his own cost for proper storage of materials made over to him at the work site.
41. The contractor is the custodian of the Govt. materials made over to him. He will be held responsible for any loss, damages or theft of the materials. The department officers are fully empowered for physical verification of site stock materials from time to time. The contractor is not allowed to keep the materials at any place other than the storage godown at work site constructed at his own cost.
42. If the contractor removes the Govt. materials or stores supplied to him, from the site of work in contravention of provisions, as above with a view to dispose the same dishonestly, he will be liable to pay five times the cost of the materials. The penalty so imposed shall be recoverable from the dues of the contractor that may be payable at the moment or anytime there after due to the contractor or from security deposit, as per the decision of the Engineer-in-Charge.
43. Measurement for gravel, chips and metal shall be made as per closely packed stacks measuring 1.5m x 1.5 x 0.50m to be taken as 1 cum. other wise 12 ½ % voids shall be deducted from gravel and metal stacks. Minimum 1/6<sup>th</sup> voids shall be deducted from closely packed stacks of stone boulders. For loosely packed stacks, higher percentage of voids shall be determined after actual observation by the Engineer-in-Charge.
44. In the event of delay in supply of departmental materials or supply of detailed structural design for unavoidable reasons, reasonable extension of time maybe considered on the representation of the contractor. But no claim for monetary compensation will be entertained by the department under any circumstances.
45. The quality of stone, chips, metal, gravel brick & sand should be approved by the Engineer-in-Charge before utilization in the work.
46. No part of the contract shall be sublet without the written permission of the Executive Engineer on transfer be made by power of attorney holder authorizing other to receive payment on Contractor's behalf.
47. As per the new section 104 in the income tax act 1961 introduced by Finance Department Act, 1982 as communicated in Govt. of Orissa Finance Department No.(M.E.62-111-32) dt.19.01.72 when individual contract exceeds by Rs.50001- deduction @2% will be recovered and the credit thereof will be passed on to the Income Tax Authority by cheque under the head of account "Taxes of Income.
48. In case of delay in acquisition of land, no compensation will be admissible and reasonable proportionate extension of time maybe allowed. The contractor should orient his work programme accordingly.

49. The contractor will have to submit the monthly return of labour employed by him on the work to the Executive Engineer, Balasore Irrigation Division, Balasore and will maintain a register of labour engaged at site of work and produce the same to Engineer-in-Charge and other inspecting officer .
50. Shuttering and centering shall be with the seasoned sal wood work and shall be lined with suitable setting and made it leak proof and water tight or alternative shuttering centering maybe used for false work. The shuttering should be inspected and approved by the Engineer-in-Charge.
51. After the work is finalized all surplus materials and debris to be returned by the contractor and preliminary work such as vats. Platforms etc. are to be desmentalled and removed from the site. No extra payment will be made to the contractor on this account . The rates quoted should be inclusive of all those contingencies.
52. The department have right to inspect the scaffolding and centering made for the work and can reject partly of fully such structure found defective in their opinion.
53. During excavation of foundation, dewatering will be at the cost of the contractor.
54. Hand mixed concretes is not permissible. For vibration, the vibrators are to be used if the machinery are not available with department, the same may be arranged by the contractor .
55. After completion of work the contractor shall arrange at his own cost all required equipment for testing building, road, embankment and any other structures if found so necessary and bear the entire cost of such test.
56. Tenderer shall not be paid any extra rate for plastering to any R.C.C. structures like beam, chaja etc.
57. No claim for carriage of water will be entertained. Curing is the responsibility of the contractor, if any, it is found that proper curing is not done, curing will be taken up departmentally at his cost. No objection will be entertained.
58. The security deposit is refundable after six months or such period as specified in the agreement from the date of satisfactory completion for the work, provided that the contractors final bill has been paid, if however there is delay in payment of the final bill of contractor, the earnest money and initial security deposit forming the part of the security deposit may be refunded.
59. Work is to be executed even though there will be supply of irrigation water for Rabi crops in the canal system.
60. Labour license under contract labour (Regulation & Abolition) Act, 1970 is to be submitted by contractor with each tender failing which it is liable for rejection.
61. In case of delay of the reply of the Department to any correspondence no compensation will be admissible but the extension of time if so required maybe applied for.

62. The Contractor is required to pay honour to departmental letters due acknowledgement, failing which it will be treated that the actions stated therein will stand unaltered.
63. The tender should accompany the weekly/monthly execution programme for the information of the department.
64. Deduction @4% from the billed amount will be made from every bill of the contractor towards Orissa Sales Tax.

**SPECIAL CONDITION :**

65. The quality of stones is to be approved by the Engineer-in-Charge before stacking at site.
66. The stone will be stacked at site of work for measurement before utilization and minimum 1/6<sup>th</sup> volume be normally deducted for void from closely packed stacks Higher percentage of voids deductions if any will be decided on actual observation by the Engineer-in-Charge depending on the nature of stacks. 1/6<sup>th</sup> of the volume shall be deducted towards voids from the stone dumped within the design section.
67. The quantity of stone work will be arrived at both by level section and stack measurement and payment will be made on the minimum quantity so arrived.
68. The approach road to the site of work and its maintenance through any route is entirely on the risk of the contractor at his own cost and responsibility.
69. The stacking yard required for stacking stones is to be arranged by the contractor at his own cost and responsibility.
70. The tender will be valid for 90 days from the date of its receipt.
71. All the intending tenderers shall furnish the following information in the proforma given below along with tender.
  - (a) Past performance record in the prescribed format ([Annexure-I](#)) duly certified by the Executive Engineer under whom he has executed works in order to judge their past performance.
  - (b) List of T&P, vehicles machineries available with him in the prescribed format [Annexure-II](#)
    - i. The contractors are required to furnish evidence of ownership of Principal machineries / equipments for only those machineries / equipment asked for in the tender documents.
    - ii. In case the contractor executing several works he is required to furnish a time schedule for movement of equipment / machinery from one site to worksite when work is to be executed .
    - iii. The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered works if these are not engaged or produce certificate from the Executive Engineer under whom these are deployed at the

time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer shall not be more than 90 days old on the last date of receipt of tender ( In the prescribed Format as per [Annexure-IIA](#))

In case the contractor proposes to engage machineries and equipments as asked for in the tender documents, owned or hired but deployed outside the State, he/she is required to furnish additional 1% EMD and additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries with the stipulated time as per the tender document.

- iv. The contractor intending to hire/lease equipment/machineries are required to furnish proof of ownership form company or person providing equipment/machineries on hire or lease along with contracts/agreements/lease deed and duration of such contract.

(c) List of works in hand (In the prescribed format as per [Annexure-III](#))

72. Additional performance security will be deposited by the successful bidder when the bid amounts seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of differential cost of bid amount & 90% of the estimated cost in shape of post office saving bank account / Nation saving certificate / post office time deposit account / Kissan Vikas Patra / Deposit Receipt of scheduled bank in favour of Executive Engineer, Balasore Irrigation Division, Balasore.

73. The contractor shall furnish an affidavit duly sworn in before Executive Magistrate / Notary along with tender paper as per format enclosed in [Annexure-IV](#) of Detailed Tender Call Notice, regarding authenticity of documents, E.M.D. in any approved shape and tender papers.

74.(a) There will not be any compensation or extension of time granted for reasons of inadequate cash flow .

(b) work should be suspended depending on a availability of funds and no compensation will be admissible of this accord except sanction .

(c) No compensation /claim for delay to sanction of deviation/ extra items and payment thereof will be admissible to contractor .

75. The quantities in respect of the items for which quoted rates are more than 25% of the estimated rate are not allowed to be varied by more than 5%.

76. In case of downloaded tenders received with any addition, alternation and deletion, the approved tender documents available with the Executive Engineer is binding.

77. The Engineer contractor shall have to furnish EMD as per Works Department Memo No.10003 dt.24.05.2001 or surrender original license for noting exemption facility failing which the tender will be liable for rejection.

78. The incentive will be @1% of the estimated amount put to tender in case of completion of work ahead of one month (Part of month shall be excluded) and the

maximum amount payable will be fixed at 2% if the work is completed two months ahead of the scheduled time.

**Annexure – I**

**PERFORMANCE RECORD OF CONTRACTOR**

1. Name of the Contractor :
2. Registration No. and Date :
3. Class of Contractor :
4. Licensing Authority :
5. License valid up to :
6. Details of works executed :

| Sl. No. | Jobs under execution | Agreement amount | Date of Commencement | Stipulated Date of Completion | Whether work is progressing as per programme | Reasons for delay, if any. |
|---------|----------------------|------------------|----------------------|-------------------------------|--|----------------------------|
| 1       | 2                    | 3                | 4                    | 5                             | 6  | 7                          |

7. Whether the Contractor has requisite machineries & personnel deployed (details of machinery and personnel deployed) :
8. Whether the quality of construction is satisfactory :
9. Whether he has capability to make good the loss time :
10. Whether the Contractor has abandoned any work in the past three years, if yes, the details thereof. :
11. Whether the Contractor has entered in to any litigation in the past if yes, the details thereof. :

Name of the Certifying Officer  
With official seal

Signature of Contractor

**List of T P, machineries & vehicles available with bidder**

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

**CERTIFICATE TO BE ISSUED BY THE EXECUTIVE ENGINEER UNDER WHOM  
THE MACHINERIES / EQUIPMENTS ARE DEPLOYED  
(Not issued prior to 90 days of receipt of tender)**

| Sl. No. | Name of the machineries / equipments | Identification No./ Engine / Chasis No. | Capacity | Year of Purchase | Condition (Working / breakdown) | Since when deployed under him | When it is likely to be released from current assignment |
|---------|--------------------------------------|---|----------|------------------|---------------------------------|-------------------------------|--|
|         |                                      |   |          |                  |                                 |                               |  |
|         |                                      |   |          |                  |                                 |                               |  |

Certified that,

- a. I have verified the ownership documents with the identification no. of the machineries / equipments.
- b. Machines are currently utilized exclusively for the work under the Division.
- c. The facts provided are true as on the date of issue of this document to the best of my knowledge.

**Executive Engineer**

**List of works in hand**

| Name of the work | Name and particulars of the Divn. Where the works is being executed | Amount of works in lakh | Position of work in Progress | Remarks |
|------------------|---|-------------------------|------------------------------|---------|
| 1                | 2   | 3                       | 4                            | 5       |
|                  |   |                         |                              |         |
|                  |   |                         |                              |         |
|                  |   |                         |                              |         |
|                  |   |                         |                              |         |
|                  |   |                         |                              |         |
|                  |   |                         |                              |         |
|                  |   |                         |                              |         |
|                  |   |                         |                              |         |

**AFFIDAVIT**

I, Sri ..... Aged ..... years Son/  
Daughter / Wife of Sri ..... at present residing at  
..... PO ..... P.S. .... Dist ....., Pin  
..... Do hereby solemnly affirm as follows.

- i. That, I possess a valid license for Execution of works contract issued by  
\*..... belongs to ..... Class & is valid up to \*\*.....
- ii. I am submitting tenders before the Executive Engineer, Balasore Irrigation  
Division, Balasore for execution of following works in response to Tender Call  
Notice No .....
  - 1. .... \*\*
  - 2. ....Etc.
- iii. I am swearing this affidavit that all tender documents and accompanying papers  
those being submitted by me before the Executive Engineer, Balasore Irrigation  
Division, Balasore including E.M.D. / differential amount in any shape are all  
authentic and bonafied documents in the eyes of the law of the land.

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

Signature of Contractor

Note :

\* Mention the license issuing authority.

\*\* Mention the date up to which the license is valid.

\*\*\* Mention name of works for which tender is being submitted.

**ORISSA PUBLIC WORKS DEPARTMENT**  
**ITEM RATE TENDER AND CONTRACT FOR WORKS**  
**(FORM F-2)**

*General Rules and Directions for the Guidance of Contractors*

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the Office of and signed by the 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 tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specification, designs and drawings and any other documents required in connection with the submission of 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 the 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 authorising him to do so. Copy of power of attorney should be enclosed with tender.
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. The amount of earnest money to be deposited will be one percent of the tendered amount.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope. Cash deposits for earnest money herein before mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.

7. The 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 there with be returned to the tenderer with a pay order for the amount of the earnest money.
8. The Engineer shall have the right of rejecting all or any of the tenders.
9. 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 there upon sign copies of the specification and other document mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with 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 sign forthwith copies of the specification and other documents mentioned 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 who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded the tenderer.

10. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward he challan to the Executive Engineer, Government securities may be endorsed to the Executive Engineer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.
11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 5 percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money, shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender failing which tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deductions of 3 percent of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

12. When tender has been selected for acceptance and the required amount of the security money has been deposited the Engineer shall scrutinise all pages of the form of item, Rate, Tender and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form for signature of the acceptance to the officer, competent to accept it.

## **TENDER FOR WORKS**

I//We hereby tender for the execution for the Governor of Orissa of the work specified in the under written memorandum at the rates specified therein within a period of ..... 90 days from the date of written order to commence and complete in all respect with the specifications designs, drawings and other documents referred to in rule. I 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 : FDR to Bank protection work on left bank of river Subarnarekha near village Manunagar from RD 1389 m to 1614.30 m for 2006-07
- b) Estimated cost : Rs. 35,94,939.00
- c) Agreement amount :
- d) Earnest money : Rs. 36,000.00
- e) Initial security deposit (after adjustment of EMD) : 1 %
- f) Percentage to be deducted from bills (As Security deposit) : 5 %
- g) Time required for the work from date of written order to commence : 90 days
- 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 works tender for : 3 items only

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default there of to forfeit and pay to the Governor of Orissa or his successors in office the sums of money mentioned in the said conditions.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Witness –

Address –

Occupation-

The above tender is hereby accepted by me on behalf of the Governor of Orissa

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## CONDITION 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 ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of the security deposit or any part thereof.

The work should not be considered as 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 Executive Engineer or his authorized agent are fully complied with by the contractor to the Executive Engineer's 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 the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 1/2 percent on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month; to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed one-half of the work, before one-half of such time has elapsed, and three-fourths of the 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 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 provisions of this clause shall not exceed 10 per cent on the estimated cost of the work as shown in the tender.

Action when whole security deposit is forfeited.

**Clause 2(b)** - If there are possibility of exceeding the 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 tendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in one sum or deducted by installments) the Executive Engineer on behalf of the Governor of Orissa, shall have power to adopt any of the following courses, as he may deem best suited to the interests of Governments.

(i) To rescind the contract (of which rescission 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 realized from the contractor as penalty .

(ii) To employ labour paid by the Public Works Department 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 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 respects 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.

(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 maybe 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 material or entered into any engagements, or made any advances on account of or 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 there to 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.

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

Contractor remain liable to pay compensation if action not taken under clause-6  
Power to take possession of or, required removal of or, sell contractor's 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 and the same shall not be exercised. The non-exercise shall thereof not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable. In the event of any future case of default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for 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 preceding 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 be notice in writing to the contractor or his clerk of the works, for eman or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice), an in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expenses 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 Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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 hindrance 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 therefore 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.

Final certificate  
If the opinion of the Engineer-in-charge which shall be final and binding on the contractor, occupation or utilization of a portion of the work completed no way interferes with progress of the work the same may be occupied or utilized 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) on 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 shape of extension of stipulated period or any other monetary compensation on account of such occupation or use .  
Payment on intermediate certificate to be regarded as advance bill to be submitted monthly.

Clause 5 - On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (herein after called the Engineer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be complete 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 woodwork, doors, windows, walls, floors or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Officer of the Public Works Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and clean in 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 for any sum actually realized by the sale thereof.

**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 of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge or his subordinate 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 subordinate shall prepare a bill from such list which shall be binding on the contract or in all respects.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5%, as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for 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 re-erected or be

considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-Charge under these condition 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.

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

Stores supplied  
by Government

**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 it 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 there for as hereinafter mentioned being so far as practicable for the convenience of the contract, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise, organist or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold of the purpose. All materials supplied to the contractor shall remain the absolute property of the Government and shall not only any account to 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 to the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so required; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or any wastage in or damage to any such materials.

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

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

**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 – 5

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

**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 conform 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, for the purpose of inspection during office our and the contractor shall, if he so require be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

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

**Clause 10** - The Engineer-in-Charge shall have power to make any alterations in or additions to the original specification, drawings designs and instruction 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 instruction which maybe 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 bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the additional work includes any class work, for which no rate is specified in this contract, then such class of work shall be carried but at the rates entered in the sanctioned 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 as 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 such manner as he may consider advisable.

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

No deviations from the specification stipulated in the contract nor additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substitute 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 the 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 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 the 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.

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

**Clause 11** - If any time after the commencement of the work the Governor of Orissa shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the contractor who shall have no claim to any payments or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

Action and compensation payable in case of bad work

**Clause 12** - 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 not with standing that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may required, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the 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 one replace with others, the materials or articles complained of as the case maybe at the risk and expense in all respects of the contractor.

Works to be open to inspection.

**Clause 13** - All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times which reasonable notice of the intension of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agents to be present.

Notice to be given before works is covered up.

**Clause 14** - The contractor shall give not less than five days' notice in writing to the Engineer-in-Charge or his suburbanite-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover upon place beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment of allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfection for 3 months after certificate

**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 maybe working or any building, road, fence, enclosure, or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfection became apparent in it within six months from the date of final certificate of its completion shall have been given by the Engineer-in-Charge, as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause 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 maybe 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.

Contractor to supply plant ladders, scaffolding etc.

And is liable for damage arising, from non provision of lights, finishing etc.

Works not to be subject. Contract may be rescinded & security deposit forfeited for subletting bribing or if contractor

**Clause 16** - The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract, be supplied from the 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, 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, weighting and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by 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 labour shall be employed within the limits of 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 complain alleging that the wages paid by the contractor to any labourer of the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

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

**Clause 18** - The contract shall not be assigned or subject 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 proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite reward of advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of government in any way relating to his office employment, or

becomes  
insolvent

if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of government and the same consequences shall ensue as if the contract had been rescinded under clause -3 hereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

Cont. of the Clause 17 – “Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the state of Orissa like wise “A” Class Contractor shall employ under him one Graduate Engineer or two diploma holders belonging to state of Orissa. Such class of contractors executing civil works etc. shall employ under 2mgri-them the technical staff as specified above belonging to the respective disciplines for supervision of their works.

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

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

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

**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.

Change in  
constitution of  
firm

**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 fifteen days the Engineer-in-Charge may be notified 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 3 hereof, and in addition to the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

**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 as per works Deptt. letter No.29449 dt.24.12.81.**

Lump sums in estimates

**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 lumpsum amount 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.

Action where on

**Clause 25 4-** In the case of any class of work for which there is not such specification as is mentioned rule I, 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 respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Definition of works

**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 constructed 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 maybe 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.

**Clause 27 -** That for 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 agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

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

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

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

**Clause 31 -** If during the progress of the work the price of any material incorporated in the work (not being materials supplied from the Engineer-in-Charge's stores in accordance with clause ..... hereof) increases or decreases as result of increase or decrease in the Average Wholesale Price Index (all commodities) and the Contractor thereupon necessarily and properly pay in respect of that material (incorporated in the work) such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be, such an amount as shall be equivalent to the plus or minus difference of 75% in between the average wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below, provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him.

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

$$VM = \frac{0.75 \times P_m \times R}{100} \times \frac{(i - i_o)}{i_o}$$

VM = increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for materials.

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

i<sub>o</sub> = The average wholesale price index (all commodities) for the quarter in which the tender was opened (as published in .....)

i = The average wholesale price index all commodities for the quarter under consideration.

P<sub>m</sub> = Percentage of material component as per sub clause of this quarter.

(b) Similarly, if during the progress of work, the wages of labour increase or decrease as result of increase or decrease in the Average consumers Prices Index for Industrial Workers (Wholesale price), and the Contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages, then he shall be entitled to reimbursement or liable to refund quarterly as the case maybe such an amount, as shall be equivalent to the plus or minus difference in between the Average Consumer's price Index for Industrial Workers (Wholesale Price) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below, provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him.

Formula to calculate the increase or decrease in the cost of labour :

$$VL = \frac{0.75}{100} \times \frac{PI}{i_o} \times (i - i_o)$$

VL = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of labour.

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

$i_o$  = the Average Consumer's Price Index for Industrial Worker (Wholesale price) for the quarter in which the tender was opened (as published in .....

$i$  = the Average Consumer's price index for Industrial Worker (Wholesale Price) for the quarter under consideration.

PL = Percentage of labour component (specified in schedule . ..... ) of the item.

- (c) Similarly, if during the progress of work, the price of petrol, oil and lubricants (Diesel oil being the representative them for price adjustment) increase or decrease as a result of the price fixed necessarily and properly pays such increased or decreased price towards petrol, oil and lubricants used on execution of the work, then he shall be entitled to reimbursement or liable to refund quarterly as the case may be such as shall be equivalent to the plus or minus difference between the price of POL which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

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

$$K1 = \frac{0.75}{100} \times \frac{K2}{d1} \times R (D2 - D1)$$

K1 = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of POL.

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

D1 = Average price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D2 = Average price per liter of diesel oil which is fixed during the quarter under consideration.

K2 = Percentage of POL component as per sub-clause of this clause.

Clause – 31 (d) The following shall be the percentage of material, labour and POL component for reimbursement / refund on variation in price of material, labour and POL as per Sub-clause (a), (b) and (c) of this clause

| Category Of work                               | % of material & machineries (Pm) | % of labour (PL) | % of POL (K2) |
|--|----------------------------------|------------------|---------------|
| <b>IRRIGATION WORKS</b>                        |                                  |                  |               |
| a) Earth work, canal work Embankment work etc. | 35%                              | 60%              | 5%            |
| b) Road works                                  | 55%                              | 40%              | 5%            |

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

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

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material wages of labour and or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information resulting there to which he maybe in a position to supply.

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

## **FAIR WAGE CLAUSE**

**Clause 33 (a)** -The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labourer for work done by such labourers fair wages.

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

- (a) 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 as per sub-paragraph I above.
- (b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid of fair wage to labourers indirectly engaged on the works including any labour engaged by his sub-contractor 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 deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The 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 by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-a-Vis, the Government of Orissa, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnify from his sub-contractor.

- (f) The regulations aforesaid shall be deemed to be 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 contract is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest six days continue 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 same not paid on account of wages for weekly holiday to any labourers and pay the same to the person entitled thereto from and money due to the contractor.
- (h) The contractor shall at his own expenses provide or arrange for the provision of foot wear for labourer 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 Government shall be entitled to provide the same and recover the cost from the contractor.
- (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 on hand the first half of the current month respectively, (1) the number of labourers employed by him on the work (2) their working hour (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damages and injury caused by them and (5) the number of female workers who have allowed maternity benefit according to clause (k) and the amount paid to them failing which the contractors 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 contractor amount levied as fine.
- (j) In respect of all labour, directly or indirectly employed in the works for performance of the contractor's part of this agreement the contractors shall comply with a cause to be complied with all the rules framed by government employed by the Orissa Public Works Departments and its contractors. This will apply to work places having 50 or more workers.
- (k) Maternity benefit rules for female workers employed by the contractor Leave and pay during leave shall be regulated as follows.

**1. Leave**

- i) IN case of Delivery Maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following the day.
- ii) In case of miscarriage up to 3 weeks from the date of miscarriage.

**2. Pay**

- i) In case of Delivery : Leave day during maternity leave will be at the rate of the women average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of twelve annas a day whichever is greater.
- ii) In case of Miscarriage - Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding date of such miscarriage.

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

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

1. Application :- These rules shall apply to all construction works in charge of Orissa Public Works Department which are expected to continue for a year or more.
2. Definitions
  - i. Work place means a place at which an average of fifty or more workers are employed in connection with construction work.
  - ii. Large work place means at which an average of 500 or more workers are employed in connection with construction work.
3. First Aid
  - a. At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply or sterilize dressings and sterilized cotton wool. The appliance shall be good order and in large work place they shall be readily available during working hours.
  - b. At large work places where hospital facilities are not available within a distance of the works first aid posts shall be established and run by a trainee compounder.
  - c. Where large work place are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
  - d. Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity or city town hospitals, and ambulance shall be provided to facilitate removal of urgent cases to these hospital. At the work place some conveyance facilities such as a car, shall be kept readily available to take injured persons or persons suddenly taken seriously ill, to the nearest hospital.
4. Drinking water
  - a. In every work places there shall be provided and maintained at suitable places easily accessible to labour a sufficient supply of water fit to drinking.
  - b. Where drinking water is obtained from an intermittent public water supply each place shall be provided with storage where such drinking water shall stored.
  - c. Every water supply of storage shall be at a distance of not less than 15m, from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other

source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such well shall be entirely closed in and be provided with a trape door which shall be dust and water proof.

d. A reliable pump shall be fitted to each covered well the trape doors shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

e. The temperature of drinking water supplied to workers shall not exceed 90<sup>0</sup>F.

5. Washing and bathing place :

i. Adequate washing and bathing places shall be provided separately for men and women.

ii. Such place shall be kept in clean and drained condition.

6. Scale or accommodation in latrines and urinals : There shall be provided within the premises of every work place latrines and urinals in an accessible place and the accommodation separately for each of them shall not be less than the following.

- |    |   |                        |
|----|---|------------------------|
| a) | Where the number of persons employed does not exceed 50.  | No. of seat 1          |
| b) | Where the number of person employed exceeding 50 but does not exceed 100  | No. of seata 3         |
| c) | For every additional 100 in particular cases the Executive Engineer shall have the power to very the scale where necessary) | No. of seats 3 per 100 |

7. Latrines and Urinals for women : - If women are employed, separate latrines and urinals separate from that for women and marked in the venacular in conspicuous letter 'for women only' shall be provided on the scale laid in rule.

Those for men shall be similarly marked 'for men only'. A poster showing figure of a men and a women shall also be exhibited at the entrance of latrines for each sex There shall be adequate supply of water close to the urinals and latrines.

8. Latrines and Urinal :- Except in work places provided with water flushed latrines and urinals connected with water born sewerage system all latrines shall be provided with receptacles on dry earthen system which shall be cleaned at least four times daily and

at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tared inside and out side at least once a year.

9. Construction of latrines :- The inside wall shall be constructed of masonry of stones materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose and kept available for inspection.
10. Disposal of Excreta :- Unless otherwise arranged for by the local sanitary authorities, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of suitable incinerator approved by Asst. Director of Public Health or Municipal Medical Officer or Health as the case may be, in whose Jurisdiction the work place is situated. Alternatively excreta maybe disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with layer of waste or refuse and then covering it up with a layer of 6 layer of waste or refuse and then covering it up with layer of each fortnight (when it turn into manure).
11. Provision of shelters during rest :- At every work place there shall be provided free of cost two suitable shades one for meals and the other for rest for the use of labourers. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of roof.
12. Creche : a) At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 years belonging to the women and shall be used for infants and play and their bed room. The hut shall not be used for on a lower standard than the following.
  - i. Thatched
  - ii. Mud floors and wall
  - iii. Planks spread over the mud floor and with matting.

The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two dhais in attendance. Sanitary utensils shall be provided to the satisfaction of the health officer of the area concerned. The use of the hut shall be restricted to children, their attendants and meters of the children.

- b. Where the number of women workers is more than 50 the contractor shall provide one hut and one dhai to look after the children of women worker.

- c. The size of creche shall vary according to the number of women workers.
  - d. The creche shall be properly maintained a necessary equipment like toys etc. shall be provided.
13. Canteen :- a cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient.

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

1. **Short title** - These regulations maybe called "The Orissa Public Works Department / Electricity Department Contractor's Regulations".
2. **Definitions** - 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 workers employed by a contractor of the Orissa Public works Department/Electricity Department directly/indirectly through a sub-contractor or other person, or by an agent on his behalf.
  - ii. **"Fair Wages"** means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act., 1948 wages at such higher rates should constitute fair wages.
  - iii. **"Contractor"** shall include every person whether sub-contractor or headman or agent employing labour on the work taken on contract.
  - iv. **"Wages"** shall have the same meaning as defined in the payment of Wages Act include time and piece rate wages, if any.
3. **Display of notices regarding wages, etc. :-**  
**The contactor 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 be paid in current coin or currency or in both.

**5. Fixation of wage period**

- i. 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 10 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.

**6. Wage book and wages cards, etc. :-**

- i. The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars -
  - a. Rate of daily or monthly wage
  - 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 bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

**7. Fines and deduction which maybe 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. Deduction for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
  - c. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - d. Any other deduction which the Orissa 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 anyone wage period on a work shall not exceed an amount equal to five paise 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 deduction 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 on 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. Powers of Labour Welfare Officers to make investigation or enquiry :-**

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

**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 contractors will be made and the wages and other dues be paid to the labourers concerned.

**12 Appeal against the decision of Labour Welfare Officers :-**

Any persons aggrieved by the decision and recommendation of the Labour Welfare officer or other person so authorised may appeal against such decision to the labour commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the 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 or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorised by the Government of Orissa on his behalf.

**14. Submission of return :-**

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

**15. Amendments :**

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

## **SPECIAL CONDITION**

All the earth work pits should be on country side and at least 15 mt away from the toe of embankment works.

All measurements for earth work will be taken by section measurement.

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

The contractor is to give labour for giving section and profiles. All materials necessary for such work will be supplied by the contractor and the profile 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 engage local labour on priority basis during execution of work.

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

For earth work in cutting reaches, the spoils should be deposited as directed by the Engineer-in-Charge.

1. The tenderer 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.

The terms and conditions of the agreements have been read / explained to me and Sri \_\_\_\_\_ certify that I/We have \_\_\_\_\_ clearly understand them.

## **DRAWINGS**

(Drawings for the work can be seen in the Office of the Executive Engineer, Balasore Irrigation Division, Balasore during the working hours in the period of Sale of Tender Paper)

## SCOPE OF WORK

Name of Work : FDR to Bank protection work on left bank of river Subarnarekha near village Manunagar from RD 1389 m to 1614.30 m. for 2006-07.

### Scope of Work

The village manunagar is situated on the left bank of river Subarnarekha under Bhograi block of Balasore district.

In the present work , it has been proposed to do dumping and packing for protection of river bank . The thickness of packing has been kept as 0.6 m as per suggestion of technical expert committee consisting of C.E. & B.M., Lower Mohanadi Basin and Er. P.K.Mishra, Consultant , OSDMA.

## **BILL OF QUANTITEIS**

## BILL OF QUANTITIES

Name of work : FDR to Bank protection work on left bank of river Subarnarekha near village Manunagar from RD 1389 m to 1614.30 m. for 2006-07.

|                             |  |   |                             |
|-----------------------------|--|---|-----------------------------|
| <b>Amount put to Tender</b> | : Rs. 35,94,939.00   | <b>Date of sale &amp; receipt of tender paper</b> | : From 15.11.06 to 29.11.06 |
| <b>E.M.D.</b>               | : Rs. 36,000.00  |   | up to 13.00 hours.          |
| <b>Cost of tender paper</b> | : (i)Rs. 6,240/- (ii) 10,400/- for<br>down loading from Internet | <b>Date of opening of tender</b>                  | :30.11.06 at 11.00 hrs.     |
| <b>Class of Contractor</b>  | : 'B' & 'A' Class  | <b>Stipulated time for completion</b>             | :90 days                    |

| Item No. | Description of item with brief specification and reference to book of specification  | Unit     | Quantity       | Rate                |          | Amount (in Rs.) |
|----------|--|----------|----------------|---------------------|----------|-----------------|
|          |  |          |                | In figures (in Rs.) | In words |                 |
| 1        | 2  | 3        | 4              | 5                   | 6        | 7               |
| 1        | Earth work in hard soil within initial lead and initial lift including dressing and leveling the bed and depositing the excavated earth away from the work site including all labour, T & P etc. complete as directed by the Engineer-in-charge.   | 100 Cum  | <b>1134.96</b> |                     |          | <b>Cum.</b>     |
| 2        | Collecting, conveying and stacking at work site and providing good quality dry rubble rock toe with blasted and quarried granite boulders of size 30 cm and above (50 Kg. and above by weight and 0.025 cum and above by volume) free from weathered skin with all leads and lifts and including mechanical transportation within 115 km. lead and dumping with packing to proper line and level including all cost, carriage and royalty etc. complete in all respect as per the direction of the Engineer-in-charge. | One cum. | <b>2908.00</b> |                     |          | <b>Cum.</b>     |

| Item No. | Description of item with brief specification and reference to book of specification | Unit | Quantity | Rate                |          | Amount (in Rs.) |
|----------|---|------|----------|---------------------|----------|-----------------|
|          |   |      |          | In figures (in Rs.) | In words |                 |
| 1        | 2   | 3    | 4        | 5                   | 6        | 7               |

- 3 Collecting, conveying and stacking at work site good quality hard granite stone boulders of 30 cm and above size (50 kg and above by weight and 0.025 cum and above by volume) free from weathered skin and conveying from stacks and rough stone dry packing in aprons and revetments including all cost, carriage, royalty etc. complete in all respects as per the direction of the Engineer-in-charge.  
(Three items) only.
- One cum. **1390.15 Cum.**

Executive Engineer,  
Balasore Irrigation Division,

Sold For the work FDR to bank protection work on left bank of  
River Subarnarekha near village Manunagar from RD 1389 to 1614.30 m  
For 2006-07.  
vide M.R. No.....

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**Executive Engineer  
Balasore Irr. Division, Balasore**

