



GOVERNMENT OF ORISSA

PANCHAYATIRAJ DEPARTMENT

**DISTRICT RURAL DEVELOPMENT AGENCY
CUTTACK**

TENDER PAPER

Name of the work-

- 1. Construction of 100 seated ST Hostel Building At Chauliaganj Girls' High School, under Cuttack Sadar Block.**
- 2. Construction of 100 seated ST Hostel Building At Bishinahakani High School, under Tangi Choudwar Block.**
- 3. Construction of 100 seated ST Hostel Building At Rahangol Asram School, under Athagarh Block.**

For the year 2011-12 under SC& ST Development Department Orissa.

Tender Amount: : Rs.

**Project Director
DRDA Cuttack**

**GOVERNMENT OF ORISSA
DEPARTMENT OF PANCHAYATRAJ
OFFICE OF THE PROJECT DIRECTOR
DRDA CUTTACK**

DETAILED TENDER CALL NOTICE

Cost of tender document of Rs..... (Rupees.....
.....) Only vide Receipt No..... dt.....

Project Director
DRDA Cuttack

1. Sealed tenders in prescribed forms are invited from the registered ...B& A... Class Contractors to be eventually drawn up in P.W.D Form No. F-2 and will be received by the Project Director DRDA Cuttack, Dist.-Cuttack up to **3.00 PM on dt.17.12.11**..... for the work “
.....
.....”

which should be invariably written on the body of the envelope containing the tender and will be opened in the presence of such tenderers or their authorized agents those who wish to be present on **dt. 17.12.11. at 4.00 PM**. Tender documents received after the stipulated date and time will not be considered. The prescribed form along with other documents can be obtained from the office of the Project Director DRDA Cuttack as well as in respective blocks on payment of Rs.6240.00.(Rupees Six thousand two hundred forty .) only including VAT@ 4 % per each set in shape of demand draft Payable at SBI Bidyadharpur, Cuttack in favour of Project Director DRDA Cuttack. It should however be noted that the department will not be responsible, if there is any delay in receipt of tender documents sent by the department to the intending contractors through Registered Post and similarly if the tender documents sent by intending Contractor through Registered Post do not reach on the receiving authority by the appointed date and time, the offer will not be considered on any account even if tender documents were dispatched by the tenderer before the due date. The last date of sale of tender papers is up to **2.00PM on dt.17.12.2011** except on Govt. holiday.

No tenderer will be permitted to furnish their tenders in their own manuscript papers. If the office happens to be closed on the date of receipt and opening of the tenders as specified, the same will be received and opened on the next working day at the same time and same venue.

The contractors are not required to write their name on the outer cover containing the tender documents. They are only required to write the name of the work and the authority who had issued the tenders.

2. The estimated cost of the work put to tender is **Rs.**

(N.B.-The Tender Call Notice No.6651, dt.1.12.11 may be referred)

Contractor

Project Director DRDA Cuttack

3. EARNEST MONEY DEPOSIT

Tenderers are required to deposit **Rs.** i.e. 1% (one percent) as E.M.D. of the above estimated cost in shape of N.S.C., Postal S.B. Pass Book , K.V.P. / FDR /TDR duly pledged in favour of the **Project Director DRDA Cuttack.** and attached to the each tender separately. No cheque, Bank Draft or cash payment will be accepted for the purpose. Tender papers not accompanied with required amount of E.M.D. specified above are liable for rejection. Request for adjustment of E.M.D from other work or transfer of outstanding dues for the purpose will not be entertained.

4. COMPLETION PERIOD

The work is to be completed in all respect within **Eight** Calendar month (s) from the date of issue of work order. Tenderer whose tender is accepted must submit a program of work immediately after issue of work order for approval of the Engineer-in charge.

5. VALIDITY OF TENDER

All tenders received will remain valid for a period of 90 (ninety) days from the date of receipt of tenders and validity tenders can also be extended if agreed to by the tenderer and the Department.

6. RATES IN WORDS AND FIGURES

The rates should be written both in words and figures and in decimal coinage and the units in words. In case of discrepancy rates between words and figures the rate quoted in words will prevail. The tender should also show the total of each item and grand total of the whole tender. The tender shall be written legible and free from erasers, over writings or corrections of figures. Corrections whenever unavoidable should be made by crossing out the incorrect figure duly attested by dated initials and by rewriting the correct figure legibly.

7. Each tenderer must quote a definite rate for each item of work to be included in the contract and tender containing indefinite terms such as at estimated rates or schedule of rates, or at percentage basis will not be considered.

8. The tenderer shall carefully study the drawings and specifications applicable to contract and all the documents which forms part of the agreements to be entered into by the accepted tender and Orissa Detailed Specifications and other specifications & drawings which are not available for sale. The plans, specifications and special conditions can be seen in the office of the Project Director DRDA Cuttack. On working days during office hour. Complaints at a future date the plans and specifications have not been seen will not be entertained.

9. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials at the quarries have been misjudged cannot be entertained.

10 I.T.C.C. (PAN Card) / S.T.C.C. (VAT Clearance Certificate)

The tender may not at the discretion of competent authority be considered unless tender document accompanied with attested photo copies of valid I.T.C.C. (PAN Card), S.T.C.C.(VAT clearance certificate in Form No. 612), contractor's registration certificate, the Original Certificate shall have to be produced at the time of opening of the tender.

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11. All taxes, fees and royalties payable under the local rules including State Sales Tax etc. Will be born by contractor.

12. The tenderer may at his option quote reasonable rates for each item of work carefully so that the rate for one item should not be unworkably low and for the other too high.

13. EXTRANEOUS CONDITIONS

The tender containing extraneous conditions not covered by the tender notice DTCN is liable for rejection and quotations should be strictly in accordance with the terms and conditions mentioned in the call notice. Any change in wording will be accepted.

14. FAIR WAGE CLAUSE

The contractor should abide by the fair wage clauses introduced by the Government and shall not pay dues less than the fair wages fixed by the Government to the labourers engaged by him in the work.

15. COMPENSATION ACT

The contractor shall be liable to fully identify & report to the department for payment of any compensation under the Workmen's Compensation Act to the workmen employment by the contractor and the full amount of such compensations payable shall be recovered from the contractor.

16. A schedule of quantities accompanying with the detailed tender call notice shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alterations or omissions, deductions or additions shall in no way invalidate the contract of rates and no claim for any extra monetary compensation on those accounts will be entertained.

17. Items of work not covered in the tender schedule shall be paid at current schedule of rates and those not covered in the said schedule of rates will be paid on actual analysis approved by the competent authority.

18. On no account the contract work should be sublet to anybody without prior approval of the competent authority of the department and in such an event the contract may be rescinded.

19. The department reserves the right to reject any or all tenders received without assigning any reasons there to whatsoever.

20. INITIAL SECURITY DEPOSIT

The tenderer whose tender is accepted and who has no fixed deposit with the Govt. of Orissa shall within a period of fifteen days upon written intimation being given to him of acceptance of his tender make an initial security deposit as directed in the form of N. S. C., Deposit Receipt of schedule Bank, Postal Time Deposit Pass Book or K.V.P. minimum for one year duly pledged in favour of Project Director DRDA Cuttack. and in no other form which is including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign the agreement in the P.W.D. Form No. F-2 (Schedule XLV No 61) for fulfillment of the contract in the office of the Project Director DRDA Cuttack. . The security deposited together with the earnest money and the amount withheld according to the provision of F-2 agreement shall be retained as security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entitle forfeiture of earnest money No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Government and the contract shall be deemed to be incomplete until the

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agreement has been signed by the contractor first and then by the Project Director DRDA Cuttack. On behalf of the Governor of Orissa. The security will be refunded after six months on completion of the work and payment of the final bill and will not carry any interest. In case of tenderers who have fixed deposit necessary action will be taken to degrade them if they fail to sign the agreement within the period as in the above case.

21. The earnest money of the unsuccessful tender will be refunded on application after the tender is finally decided.

22. That for the purpose of jurisdiction on the event of dispute if any the contractor shall be deemed to have been entered into within the State of Orissa and it is agreed that neither party to the matter covered by this agreement nor contract at any place outside the State of Orissa.

23. NO RELATION CERTIFICATE

The contractor shall have to furnish a certificate along with tender to the effect that he is not related to any officer of the rank of Assistant Engineer and above or any officer of the rank of Under Secretary and above of the Panchayatiraj Deptt , Govt. of Orissa. If the statement subsequently proved to be false, the contract is liable to be rescinded. The earnest money and the total security will be forfeited and he shall be liable to make good the loss or damages resulting from such cancellation.

CERTIFICATE OF NO RELATIONSHIP

I / We hereby certify that I/We am / are not related to any officer of the rank of Asst. Engineer & above or any officer of the rank of Under Secretary and above of P.R., Govt. of Orissa and I / We shall be liable to make good the loss or damage from such cancellation.

I / We also note that non-submission of this certificate will render my/our tender liable for rejection.

Signature of the tenderer

Date

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

25. No compensation for any damage done by rains or by similar action during the execution of work will be paid.

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

27. The contractor shall make, at his own cost, housing accommodation and medical aid to the labourers engaged in the work.

28. The contractor shall make arrangement at his own cost at the work site for proper storage of the materials made over to him.

29. The tender document which is not in the prescribed proforma and not strictly according to the terms and conditions of the Tender Notice and specifications is liable for rejection.

Contractor

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- 30.** If contractor removes any Govt. materials or stores supplied to him from the site of work in contravention of the provision of this clause with a view to dispose of the same dishonestly he shall be in addition to any other liability. Civil or Criminal, arising out of this contract be liable to pay penalty so imposed shall be recoverable at any time from the sum that may then or thereafter become due to the contractor or from his security deposit or from the proceeds of the sales thereof.
- 31.** In case of delay in supply of departmental materials no compensation will be admissible but extension of time will be allowed.
- 32.** The work has to be carried out in accordance with the Orissa P.W.D. Detailed Standard Specifications.
- 33.** Every tenderer is supposed to have visited the site of the work and the quarry before tendering and should make himself thoroughly satisfied with regard to the quantity and quality of the materials. The rates shall be inclusive of all leads, lifts and conveyance except otherwise specified. It should be understood clearly that no claim whatsoever will be entertained afterwards on the plea of non-availability of proper quality of materials or for any other cause. The tenderers should also make himself thoroughly satisfied regarding site conditions as well as available of earth and other materials in the vicinity and no claim what-so-ever on account of the same will be entertained. The tenderer will be deemed to have quoted his rates after taking all these aspects into account.
- 34.** All the intending tenderers who are Super Class, Special Class and "A" Class Contractors should furnish the following information in the proforma given below along with tender.
- a) Particulars of work now in hand
 - b) Amount of each work
 - c) Approximate value of work done on each till the date of submission of tender.
- 35.** As regards extra items of work besides the schedule of quantities, written order must be obtained from the Engineer-in-Charge before the work is taken up.
- 36.** The contractor shall sign as a token of final acceptance of Plans, Sections and Agreements for the work prior to taking up work for execution.
- 37.** The contractor is to supply necessary labour and materials for the purpose of alignment, layout and profiling whenever required at his own cost.
- 38.** The contractor should arrange labour as per requirement of work no compensation what-so-ever will be entertained for idle labour.
- 39.** 2% of the gross amount of the bill will be deducted towards Income Tax from the contractor's bill.
- 40.** 4% of the gross amount of the bill will be deducted towards Sales Tax from the contractor's bill when the value of work exceeds Rs 1,00,000/- (as per Gazattee notification no 985 dt. 26.8.95).
- 41.** The contractor is to furnish labour license in terms of section-12 of contract labour (R&B) Act 1978 issued by the competent authority after final of the tender.
- 42.** The department will have the right to supply at any time in the interest of work any departmental materials to be used in the work in addition to those mentioned in the clause No. 3 of special conditions appended here to and the contractor shall use such materials without any controversy or dispute on that account.

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43. The tenders are required to go through each clause of P.W.D. forms No. F-2 carefully in addition to clauses mentioned here in before tendering for the work.

44. ADDITIONAL PERFORMANCE SECURITY FOR LESS QUOTED RATES

Additional performance security shall be deposited by the tenderer when the tender amount seriously unbalanced i.e. less than the estimated cost by more than 10%. He will deposit the additional performance security to the extent of the differential cost of the quoted amount and 90% of the estimated amount in shape of the Post Office Saving Account / NSC / KVP / Post Office Time Deposit / Deposit Receipt of Schedule Bank duly pledged in favour of Project Director DRDA Cuttack.

45. An affidavit shall be furnished by the contractor at the time of submission of tender papers about the authentication of the tender documents including bank guarantee.

46. The contractor shall furnish an undertaking to the effect that he would pay minimum wages at the rate of Rs.92.50 per day to unskilled labours engaged by him.

UNDERTAKING FOR PAYMENT OF MINIMUM WAGES AS ABOVE

I do hereby undertake that I / we shall pay Rs. 92.50 per day to the unskilled labours engaged by me / us for execution of the work.

As per instruction issued in letter by the Commissioner-cum-Secretary to Govt., Department of Water Resources the contractor is required to furnished an undertaking to the effect that he /they would pay Rs. 92.50 per day to the unskilled labours engaged by him / them. In case the **Project Director DRDA Cuttack** is not satisfied that the minimum wages has not been paid, he will have the right to deduct such amount as in his opinion is adequate from the bill of the contractor and pay the labours.

Signature of the Contractor

Contractor

Project Director DRDA Cuttack

ORISSA PUBLIC WORKS DEPARTMENT

(Form F - 2)

ITEM RATE TENDER AND CONTRACT FOR WORKS*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 board hung up in the office of and signed by the Sub-Divisional Officer/Executive Engineer.

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by successful tenderer and the percentage if any, to be deducted from bill. Copies of the specification, design and drawing 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 opened for inspection by the contractor at the office of the Sub-Divisional Officer/Executive Engineer during office hours.

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

3. Receipts for payment made on account of work, when executed by firm must also be signed by 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 firms 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 Project Director DRDA Cuttack, before the tender form is issued. If a form is issued to an intending tender 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 1% of the amount put to tender.

6. Any person who submits a tender shall fill up the usual printed form standing at what rate he is willing to undertake each item of the work. Incomplete tender and the tenders which propose any alteration in the specified in the said form of invitation to tender, or which contain any other condition of any sort or omit to not 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 envelop. 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-in-Charge or his fully 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 suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall thereupon be returned to the tenderer with a pay order for the amount of the earnest money.

Contractor**Project Director DRDA Cuttack**

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

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

10. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Project Director DRDA Cuttack. Government securities may be endorsed to the Project Director DRDA Cuttack in lieu of 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. Contractors who have made fixed deposits with the Govt. will not be required to pay any earnest money or initial security deposit but deduction @ 5% of the gross amount of each bill be deducted from their bills. Such contractors who have no fixed deposits with the Govt. should pay 1% as earnest money at the time of submitting tenders and 1% as initial security at the time of acceptance of tender. Besides the earnest money and initial security, contractors of Super, Special, A and B classes will be made required to furnish security deposit by way of each bill where as in case of C and D class contractors such deductions will be made @ 3% of gross amount of each bill. Thus the total security deposit form contractors having no fixed deposits will be 7% for Super, Special, A and B classes and 5% for C and D classes.

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

TENDER FOR WORKS

Item No.	Item of work	RATE TENDERED in Rs.		Per
		In figures	In words	
		ATTACHED SEPARATELY		
Item No.	Item of work	RATE TENDERED in Rs.		Per
		In figures	In words	
		ATTACHED SEPARATELY		

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 eleven calendar months/ days from the date of written order to commence and in accordance in all respect with specifications, designs, drawing and other documents referred to in rule thereof 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.

Contractor

Project Director DRDA Cuttack

MEMORANDUM

a) If Several sub-works are included they should be detailed in separate list.

a) Name of work:
.....
.....

b) Estimated cost: Rs.....

c) Agreement Value: Rs.....

b) This deposit will be 1% of the estimated cost of the work.

d) Earnest money: Rs.....

e) Initial security deposit @ 2 %(including earnest money) to be deposited before the commencement of the work: Rs.....

c) This percentage deduction from bills will be credited to the contractor's security deposit.

f) % age to be deducted from bills: 5% (five percent)

g) Time required for the work from date of written order to commence: calendar month (s)

h) Date of written order to commence

i) Total number of items tendered for : items only

SCHEDULE OF ITEMS

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 applicable, or in default thereof to forfeit and pay to the Governor of Orissa or his successors in office the sum of money mentioned in the said conditions.

Signature of contractor before submission of tenderer

Dated

Contractor

*Signature of witness to tenderer's signature

Witness.....

Address.....

Occupation.....

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

Dated the Day of20.....

Signature of the officer by whom accepted.

Block Development Officer

Contractor

Project Director DRDA Cuttack

CONDITIONS OF CONTRACT

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 there from 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 of 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 deducted from or raised by sale of the security deposit or any part thereof.

Compensation for delay. The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorised agents are fully complied with by the contractor to the Executive Engineer'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 of 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 of essence of the contract on the part of the contractor) and the contractor shall pay as compensation, an amount equal to ½ 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 on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorised agents, are fully complied with by the contractor to the satisfaction of the E.E. 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 in the events of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent 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 this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in one sum or deducted by the 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 interest of the Government.

Contractor

Project Director DRDA Cuttack

i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the E.E. shall be conclusive evidence) and in which case, the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government.

ii) To employ labour paid by the Public Works Deptt. and to supply materials to carryout the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all 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 may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Govt. under the contract or otherwise or from his security deposit or the proceeds or 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 purchases or procured any material, of 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 of any work thereto for actually performed under this contract, unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

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

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 constitute a waiver of any of the condition hereof and such powers shall not withstanding to be exercisable in the event of any future case

of default by the contract of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation) shall remain unaffected. In the event of the Executive Engineer putting in force the powers vested in him under the preceding clause 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 there of or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in writing to the contractor or his clerks of the works, foreman or other authorised agent

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

required by him to remove such tools, plants, materials, or stores from the premises within time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them by the contractor's expense or sell them by suction 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, if 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 authorize 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

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 consider to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned of the dirt from all wood work, doors, windows, walls, floor or other parts of any building in upon or about which the work is executed, or of which he may have had possession for the purpose of the

Contractor

Project Director DRDA Cuttack

execution thereof nor until the work shall have been measured by the Executive Engineer in accordance with the rules of the department whose measurements shall be binding and against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of 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 material as aforesaid, except for any sum actually realized by the sale thereof.

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

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

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for 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 contractor, 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 conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Clause-7: The final bill shall be prepared by the officer of the Block Development officer in accordance with the rules of the department in 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 material to be supplied from the Engineer-in-Charge's store, or it is required that the contractor shall use certain stores to be provided

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by the Engineer-in-Charge under the conditions of the contract such materials and stores; to and the prices be charged thereof as hereinafter mentioned being so far practicable or the convenience of the contractor, 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 set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof if the same is held in Government securities the same or sufficient portion thereof being in this case sold of the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such material unused and in perfectly good condition at the time of the completion or termination 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 writing under his hand he shall so require but the contractor shall not be entitled to return any such material unless with such contract and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

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

Clause-8(b): Owing to difficulty in obtaining certain materials in the open market the Government has under taken 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 not may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However extension of time for completion of work can be granted on timely application by the contractor vide also Clause 4.

<p>Work to be executed in accordance with specification drawing and orders etc.</p>	<p>Clause-9 : The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, for the purpose of the inspection during office hour and the contractor shall, if the so require be entitled at his own expense to make or cause to be made copies of the specification , and of all such designs, drawings and instructions as aforesaid.</p>
<p>Do not invalidate contracts.</p>	
<p>Extension of time and consequence of alterations</p>	<p>Clause-10 : The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work 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 or work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of his receipt the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to his rate he shall by notices in writing be at liberty to cancel his order carry out such class or work and arrange to carry it out in such manner as he may consider advisable.</p>
<p>Rates of work not in estimate or schedule of rates of the district.</p>	
	<p>No deviation 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 substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work if he fails to submit his claim within</p>

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the aforesaid period.

Provide always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Executive Engineer of the Project 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 Government 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 fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternation having been made in the original specification drawing, design and instruction which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work.

Clause-12 : If it shall appear to the Engineer-in-charge or his sub-ordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove or reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the 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 the Engineer-in-charge may rectify or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be opened to inspection

Clause- 13: All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervisions of the Engineer-in-charge and his subordinates and the contractor shall at all times

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Contractor responsible or agents to be present.

during the usual working hours and at all other times at which reasonable notice of the inspection of the Engineer-in-charge or his subordinates to visit the works shall have been given to the contractor either himself be present to receive orders and instruction or have a responsible eager to duly accredited in writing present for that purposes. Order given the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Notice to be given before work is covered up

Clause-14 : The contractor shall give not less than five day's notice in writing to the work before covering up or other wise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at contractor's expense, or in default thereof on payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and or imperfection for 3 months after certificates.

Clause-15 : If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or grass land, or cultivated ground 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 three months from the date of final certificate of its completions 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 deducted the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or 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, scaffoldings etc.

Clause-16 : The contractor shall supply at his own cost all materials (except such special, if any, as may in accordance with contract, be supplied from the Engineer-in-charge's stores) plants tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite 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 of the purpose

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

of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means & materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at anytime 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 contract shall also provide all necessary fencing and light 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 proceeding 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(a): 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 labour wages not less than the wages paid for seminal work in the neighbourhood.

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

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

Clause-17(b) The contractor shall employ one or more Engineering Graduates or Diploma holders as apprentices at his own cost if the work as shown in the tender exceeds Rs. 25, 00, 000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should be not less than Rs.5000.00 per month, the emolument of personnel or equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total the total expenditure does not exceed one percent of the tendered cost of the work.

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Clause-17(c) AMENDMENT MADE IN WORKS DEPT. CODES VIDE NO. M-22/91-15384/9.7.93

Super Class / 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.

The contractor shall pay to the Engineering personnel monthly emoluments of the personnel of equivalent qualification employed under the State Government of Orissa. The Engineer-in-Chief, R&B, Orissa may however, assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders. If such engineer personnel appointed by the contractors should be intimated to the tender receiving authority alongwith the tender.

Each bill of the Super Class/Special Class and '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 as employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Work not to be sublet

Contractor may be rescinded and security deposit forfeited for subletting bribing or if contractor becomes insolvent.

Clause- 18: The contractor shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempts to do so, or if any bribe, gratuity, gift, loan, perquisite reward or 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 or employment, or 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- 2(b) hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Sum of payable by way of compensation to be considered as a reasonable 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.

Changes in constitution of firm

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

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his information.

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

Clause-21: All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer of the DRDA Cuttack for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Lump sums in estimates

Clause-23: When the estimate on which a tender is made include lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification.

Clause-24: In the case of any class of work for which there is no such specification as is mentioned in rule-1 such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of works

Clause-25: The expression "works" or "work" used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause-26: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workmen's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

Clause-27: That the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the State of Orissa

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and it is agreed that neither party to the contract nor 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 centering made for the work and can reject partly or fully such structure if found defective in their opinion.

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

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

Clause-31(a): 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 store in accordance with clause-8. Hereof increases or decreases as a result of increase or decrease in the Average Wholesale Price Index (all commodities), and the Contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased

or 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.

As per letter No. 14379 dt. 22.6.91 from Financial Adviser-cum-Joint Secretary to Government. Thus it follows that in all cases where as per the Agreement the stipulated period for completion of work is less than a year, no escalation charges are payable upto stipulated completion period.

(b) Similarly, if during the progress of work, the price of Petroleum, Oil, Lubricants [Diesel Oil being the representative item for price adjustment] increases or decreases as a result of the price fixed thereof by the Government of India and the Contractor there upon necessarily and properly pays such increased or decreased price towards Petroleum, Oil and Lubricants (P.O.L) used on execution of the work, then he shall be entitled to reimbursement or liable to refund , quarterly as the case may be such an amount , as shall be equivalent to the plus or minus difference in between the price of P.O.L. which is operating 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

- (i) Formula to calculate the increase or decrease in the price of material:-

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

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

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

I_0 = The Average Wholesale Price Index (all commodities) for the as published in R.B.I. Bulletin from time to time.

I = The average Wholesale price Index (all commodities) for the quarter under consideration.

P_m = Percentage of materials component as per sub-clause of this clause.

- (ii) Formula to calculate the increase or decrease in the price of P.O.L. :-

$$K_1 = \frac{0.75 \times K_2}{100} \times \frac{R(D_2 - D_1)}{D_1}$$

K_1 = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of P.O.L.

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

D_1 = Average price per liter of diesel oil which was fixed by the Government of India during the quarter in which the offer is submitted i.e. Rs.

D_2 = Average price per liter of diesel oil which is fixed during the quarter under consideration.

K_2 = Percentage of P.O.L. component as per Sub-Clause of this clause

(c) Similarly if during the progress of works the minimum wages of labour increases or decreases as a result of increase or decrease in the minimum labour rate by the state Govt. and the contractor there upon necessarily pays in respect labour engaged on execution of work, then he shall be entitled for reimbursement of the plus or minus difference in between the enhanced and existing minimum labour rate.

- (i) Formula to calculate the increase or decrease in cost due to labour:

$$V_L = \frac{0.75 P_L}{100} \times \frac{R(L - L_0)}{L_0}$$

Where :

V_L = Increase or decrease in the cost of work during the period under consideration due to change in the rates of labour.

R = The gross value of work in rupees during the period under consideration.

L_o = The minimum labour rate of Rs.92.50 for the period under consideration.

P_L = Percentage of labour component

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

(e) The Contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of accounts and other documents as are necessary to show that the amount of increase claimed or deduction available and shall allow inspection of the same.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material and/or wages of labour give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be 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. The ground up to 100'-0" wide from the building should be cleared and dressed.

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 labours 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.

The Executive Engineer shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to any labourer for work done by such labourer is less than the wages as per the sub-paragraph (1) above.

(b) The contractor shall not be withstanding the provisions of any contract to contrary, cause to

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be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period productions 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 return and all other matters of like nature.

(d) The Executive Engineer or Sub Divisional Officer concerned shall have the right to deduct from the money due to the contractor, any sum, required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of condition 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-à-vis the Government of Orissa, the contractor shall be primarily liable for all payment to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity 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 the contract.

(g) Under the provision of the Minimum Wages Act, 1948 and the minimum wages (Central Rules, 1950) the contractor is bound to allow or cause to be allow to the labourers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourers, and pay the same to the persons entitled there to from any money due to the contractor.

(h) The Contractor shall at his own expense provide or arrange for the provision of foot wear for any labour during cement mixing work and blacktopping 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 and 10th of every month, to the Engineer-in-charge a true statement showing in respect of the Second half of the preceeding month and the first half of the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injury caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause (K) and the amount paid to them, failing which the contractor shall be liable to pay to Government a sum not exceeding Rs. 50/- for each default of materials in correct 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 the performance of the contractor's part of this agreement, the contractor shall comply with a cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Orissa Public Works department and its contractors. This will apply to work places having 50 or more workers.

(k) Maternity benefit rules for female workers employed by 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 up to including the day of delivery and 4 weeks following that day.
 - (ii) In case of Miscarriage: - Upto 3 weeks from the date of miscarriage.
2. Pay:
 - (i) In case of Delivery: - Leave pay during maternity leave will at the rate of the women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately proceeding the day of which she gives notice that she expects to be confined or at the rate of twelve annas a day which ever 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 full time work was done during a period of 3 months immediately proceeding the 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 proceeding the date on which she proceeds on leave.

Model Rules for Health and Sanitary Arrangements for Workers Employed by Orissa P.W.D. or 1st Contractors.

1. Application: These rules shall apply to all construction work-in-charge of Orissa Public Works Department which is expected to continue for a year or more.
2. Definitions:
 - (i) "Work Place" means a place at which averages 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 and adequate supply or sterilizer dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work place they shall be readily available during working hours.
 - (b) At large work places, where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and run by a trained compounder.

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- (c) Where large work places 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 the proximity of city, town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospital. At the work place, some conveyance facilities such as car shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospitals.

4. Drinking Water:-

- (a) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
- (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (c) Every water supply of storage shall be at a distance of not less than 50 feet 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 wells such be entirely closed in and be provided with a trap door which shall be dust and water proof.
- (d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
- (e) The temperature of drinking water supplied to workers shall not exceed 90° F

5. Washing and Bathing Place:-

- (i) Adequate washing and bathing places shall be provided separately for men and women.
- (ii) Such places shall be kept in clean and drain condition.

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

- | | |
|--|-----------------------|
| (a) Where the number of persons employed exceeds 50 | No. of Seats 1. |
| (b) Where the number of persons employed exceeds 50
but does not exceed 100 | No of Seats 3 |
| (c) For every additional 100 | No of Seats 3 per 100 |

(in particular cases, the Executive Engineer shall have the power to vary the scale where necessary)

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

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

8. Latrines and Urinals: Except in work place provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receptable 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 receptable shall be tarred inside and outside at least once a year.
9. Constructions of Latrines: The inside wall shall constructed for masonry of stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose and kept available for inspection.
10. Disposal of Excreta: Unless otherwise arranged for by the local sanitary authorities, arrangements for proper disposal of excreta by incinepater at the work place are made by means of a suitable incineration approved by Asst. Director of Public Health or Municipal Medical Officer of Health as the case may be, in whose jurisdiction the work place is situated. Alternatively, excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6" layer of waste of refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure)
11. Provision of shelters during rest:- At every work place, there shall be provided free of cost two suitable sheds 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 the roof.
12. Crèche:
 - (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 such women and shall be used for infant's games and play and their bed room, the huts shall not be constructed on a lower standard than the following:-
 - (i) Thatched roofs.
 - (ii) Mud floors and walls
 - (iii) Planks spared over the mud floor and covered 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 days 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 mothers of the children.
 - (b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the children of women workers.
 - (c) The size of crèche shall vary according to the number of women workers.
 - (d) The crèche shall be properly maintained and necessary equipment like toys etc shall be provided.
13. Canteen: A cooked food canteen on a moderate shall be provided for the benefit of workers whenever it is considered expedient.

ORISSA P.W.D. ELECTRICITY DEPARTMENT CONTRACTOR'S LABOUR REGULATION

1. Short Title- These regulations may be 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 expression shall have the meaning hereto assigned to them respectively, that is to say :-
 - (i) "Labour" means a worker employed by a contractor of the Orissa Public Works Department/Electricity Department directly or indirectly through a sub contractor or other person by an agent on his behalf.
 - (ii) "Fair Wages" means wages whether for the time or piece work prescribed by the State Public Works Department E.S. for the area in which the work is done.
 - (iii) "Contractor" shall include every person whether a 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 and include time and piece rate wages, if any.
3. Display of notices regarding wages:-

The contractor shall :-

 - (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work notice in English and in the local Indian language spoken by the majority of the worker's 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:-
 - (1) Wages due to every worker shall be paid to him direct.
 - (2) All wages shall be paid in current coin or currency or in both.
5. Fixation of wage period:-
 - (i) The contractor shall fix the wage period in respect of which the wages be payable.
 - (ii) No wage period shall exceed one month.
 - (ii) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
 - (iv) All payments of wages shall be made on a working day.
6. Wage book and wages cards, etc.

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

- (a) Rate of daily or monthly wages
- (b) Nature of works on which employed
- (c) Total number of days work during each wage period.
- (d) Total amount payable for the work during each wage period.
- (e) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
- (f) Wage actually paid for each wage period.

2) The contractor shall also maintain a wage card for each worker employed on the work.

3) The 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 deduction which may be made from wages.

1) The wages of a worker shall be paid to him without any deduction of any kind except the following:-

- (a) Fines
- (b) Deduction for absence from duty, 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) Deduction for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damages or loss is directly attributable to his neglect or default.
- (d) Any other deductions which the Orissa Government may from time to time allow.

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

3) The total amount of fines which may be imposed in any one 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.

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

8. Register of fines, etc.

1) The contractor shall maintain a register of fines and of all deductions for damage or loss

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Such Register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

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

9. Preservation of Register:-

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

10. Powers of Labour Welfare Officer to make investigation or enquiry.

The Labour Welfare Officer or any other person 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 regulation. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

11. Report of Labour Welfare Officer:-

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

12. Appeal against the decision of Labour Welfare 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.

14. Submission of return:-

The contractor shall submit periodical 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 the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorised by the Government of Orissa in that behalf shall be final.

7. The contractor should have enough technically skilled persons for supervision of the work.
8. The contractor is entitled to be paid only at the rates quoted by him and entertained in the agreement. If the contractor is required to do any ancillary work for doing the main work as per the contract will be entirely to his account and nothing extra over and above the agreement rates will be paid.
9. No claim whatsoever on account of interest will be entertained under any circumstances.
10. The work will be executed as per Orissa Detailed Standard Specifications and as per the instructions of Engineer-in-charge.
11. The contractor will make his own cost for arrangements to watch the materials at site till the work is finally closed and handed over.
12. The contractor will remain responsible to arrange all mechanical means whenever required to complete the work in time at his own cost.
13. Utilization of moorum, metal and stones outside the specific alignment will not taken in consideration for measurement.
14. Any damage caused to the work due to any cause whatsoever during the execution will be made good by the contractor until it is handed over to the Department in complete shape. "Any cause" includes natural calamities of all kinds.
15. The contractor shall engage local labourers on priority basis during execution of the work.
16. The approach road to work site will be maintained by the Contractor.
17. All measure are to be taken by the contractor as per the safety manual which can be seen in the office of the Executive Engineer, Lower Indra Dam Division, Dam Site, Tikhali on request.
18. Eleletricity may be supplied to the contractor by the department for construction purpose with in 100 M of the working area on sale basis. The actual expenses to the incurred for the propose are to be paid by the contractor.
19. If at time during the period of execution the contractor leaves the work partly completed the following action may be taken over and above the terms of the contract.

The unit rates of the contractor of the items of works in completed if considered excess due to change the shape of the structure from that contract, an equitable adjustment of unit price may be made for finalizing the cost of the works executed by the contractor.
20. The working area and the site shall be cleaned thoroughly of the unnecessary construction materials dumped or erected by the contractor as per the direction of the Engineer – in charge.
21. Fuel wood is to be supplied by the contractor to the labourers free of cost.
22. The quantities in respect of items for which the quoted rates are more than 25% of the estimated rates, are not allowed to be varied by more than 5%.

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