

GOVERNMENT OF ODISHA




SAMAGRA SIKHYA
NABARANGPUR.

DETAILED TENDER CALL NOTICE

OFFICE OF THE DPC,SSA,
NABARANGPUR, ODISHA , 761059.

(Signature of Contractor)


(Signature of D.P.C.,Nabarangpur)

OFFICE OF THE DPC,SSA NABARANGPUR

TENDER CALL NOTICE NO. 783/18-19, DATED: 04/06/2019(Phone no.:- 06858-222568), e-mail:- dpcnabarangssa.opepa@nic.in

The DPC,SSA, Nabarangpur invites sealed tenders in conformity with detailed tender call notice to be drawn up in state P.W.D F2 contract from the eligible registered contractors of State P.W.D / Irrigation / R.W. / R.W.S.S. and P.H.E.D having valid license from competent authority for civil works. The proof of registration from appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under State Government, Odisha has to register under the state PWD in appropriate class of eligibility before signing of the agreement.

The bidders may submit bids for the following works:-

Sl. No	Name of the work	Amount put to tender (Rs)	EMD to be deposited 1% (Rs)	Cost of tender documents (Non refundable) (Rs)	Class of contractor	Time of completion
1	2	3	4	5	6	7
1	Construction of Additional Class room and Laboratory in Swami Vivekananda UG High School, Umerkote	15,00,000.00	15,000.00	6000.00	C & D	6 (Six) Calendar months

Date of Tender Paper available :- 06-06-2019

Last Date of receipt Tender paper :- 02-07-2019

Date of opening Tender paper :- 03-07-2019

Bid documents consisting of the scheduled of quantities & the set of terms & conditions of contract & other necessary documents can be downloaded from Official website (www.nabarangpur.nic.in) and OPEPA website (www.opepa.in).

The Cost of tender document specified in column-05, shall be deposited at the time of receipt of the tender paper in shape of Banker's cheque/Bank Draft only in favour of **DPC, SSA, Nabarangpur payable at SBI Main Branch, Nabarangpur.**

Tender must accompany with 1 % EMD as mentioned in column-04, in shape of Bankers cheque/ Bank Draft only in favour of **DPC,SSA,Nabarangpur payable at SBI Main Branch, Nabarangpur** along with attested copies of valid and up to date GSTIN, CC / Pan / Tin Certificate, experience certificate (if any) of contractors from competent authority without which the Tender will be liable for rejection and on production of original contractor licenses GSTIN, CC / Pan / Tin / experience certificate against a non refundable fee towards the cost of the tender documents as mentioned at column- 5 in shape of Bank draft/Banker's cheque only. Tenderers are requested to quote their rate both in words and figures. The Tenderers are required to put their signature on every over writing or any correction made in the tendered rate. The tender filled in figure only but without mentioning in words shall be liable for rejection for which no tender paper cost shall be returned to the tenderers. The Tender schedule along with bill of quantities dully filled in and all relevant papers in sealed cover will be received through **registered post / speed post only, but not through courier service** by the undersigned upto 5.00pm on Dt. 02-07-2019 and it will be opened in the Office of the District Project Co-ordinator, S.S.A, Nabarangpur at 11.00AM on Dt. 03-07-2019 by the undersigned in presence of the tenderers or their authorised representatives who may be present at the time of opening. Telegraphic tender will not be accepted. The undersigned will not be held responsible for the postal delay if any for the delivery of the documents or non-receipt of the same in time. However no tender will be received by Fax or by

(Signature of Contractor)

(Signature of D.P.C.,Nabarangpur)

E-mail Schedule caste and schedule tribe & Physically handicapped tenderers will deposit EMD as 50% of the amount as mentioned in Column-04 and they will produce Caste Certificate, Physically handicapped certificate at the time of purchasing tender paper. In case of Engineering contractors seeking exemption of EMD of the work, are instructed to produce an affidavit regarding his / her list of works for which he / she has claimed such exemption and being avoided such works, during current financial year- 2018-19. The conditional tender will not be accepted on any circumstance by the authority. *When the tenderers will quote the rate is less than the Estimated cost put to tender shall have to furnish the exact amount of differential cost (i.e. Estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft only in favour of D.P.C, S.S.A Nabarangpur payable at SBI, Main Branch, Nabarangpur. Deposit in any other shape except Demand Draft will not be entertained.* Shortfall of any required documents, drafts on EMD, tender paper is liable for rejection. **No Excess tender is invited to the amount put to tender.** The authority reserves the right to reject any or all the tenderers without assigning any reason thereof.

Handwritten signature and date: 04/06/19

District Project Co-ordinator
S.S.A Nabarangpur.

(Signature of Contractor)

Handwritten signature and date: 04/06/19
(Signature of D.P.C., Nabarangpur)

TENDER FOR WORK

I, Sri/Smt aged about years S/O, D/O, H/O:
 Vill: P.S: hereby tender for the execution for the DPC,SSA, Nabarangpur of the work specified in the underwritten memorandum at the rates specified therein within a period of months/years from the date of written work order to commence and in accordance in all respects with the specifications designs drawings and other documents referred thereof and subject to the annexed conditions of contract in accordance with such conditions so far as applicable.


MEMORANDUM

- (a) Name of the Work :- Construction of 2 Nos. Additional Class room and 1No. Laboratory in Swami Vivekananda UG High School, Umerkote Block
- (b) Name of the Scheme :- Biju KBK (2016-17)
- (c) Estimated Cost :- Rs. 15,00,000.00
- (d) Approximate Cost put to Tender :- Rs. 13,39,708.00
- (e) Add GST 12% :- Rs. 1,60,292.00
- Total :- Rs. 15,00,000.00
- (f) Earnest Money to be Deposited (E.M.D.) @ 1% of Estimated cost :- Rs. 15,000.00
- (g) Cost of Tender Paper :- Rs. 6,000.00
- (h) Class of Contractor :- " C & D" Class
- (i) Percentage to be deducted from bills (This percentage deduction from bills of the Contractor will be credited to the security Deposit(S.D.) of the contractor) :- Five percent (5%)
- (j) Percentage to be deducted from bills as IT (TDS) :- Two percent (2%)
- (k) Time required for the work from date of written order to commence :- 06(Six) Calender Months

Sl. No	Item	Quantity	unit	Rate	unit	Amount
1	2	3	4	5	6	7
1	Earth work excavation in hard soil.	73.34	cum	167.81	per cum	12308.00
2	Filling foundation & plinth with coarse sand well watered and rammed.	81.14	cum	295.44	per cum	23972.00
3	P.C.C (1:3:6) in foundation and plinth using 40mm H.G.C.B metal .	12.68	cum	4,523.24	per cum	57355.00
4	Random rubble stone massonary in C.m (1:6) in foundation & plinth .	20.23	cum	3,279.60	per cum	66343.00
5	M20 Grade concreting using 12mm size H.G.C.B chips including cost of centering and Shuttering.	48.53	cum	4,939.10	per cum	239676.00
6	Rigid smooth centering and shuttering for RCC works including false works & dismantling then after casting etc.					

(Signature of Contractor)

(Signature of D.P.C., Nabarangpur)


04/06/19

	i) RCC floor and roof slabs,landings,balconies,projecting,sunshades and chajjas upto 4.3m height.	146.83	Smt	410.60	per smt	60287.00
	ii) RCC beams,coloumn,grider and bressmer,etc.	94.06	Smt	686.32	per smt	64556.00
	iii) RCC Lintels	28.61	Smt	262.57	per smt	7513.00
	iv) RCC floor and roof slabs,landings,balconies,projecting,sunshades and chajjas upto 4.3m height.	21.18	Smt	410.60	per smt	8697.00
7	Brick work with CB bricks of 23cm X 11cm X 8cm in foundation and plinth.	5.30	cum	3,689.17	per cum	19558.00
8	Supplying, cutting, bending, binding of HYSD bars.	43.47	qntl	6,848.55	per qntl	297712.00
9	Brick work with CB bricks of 23cm X 11cm X 8cm for super structure.	29.51	cum	3,722.50	per cum	109854.00
10	P.C.C (1:4:8) in foundation and plinth using 40mm H.G.C.B metal.	11.18	cum	4,099.53	per cum	45851.00
11	12mm thick cement plaster with cement mortar (1:6) to outside faces.	185.52	Smt	130.29	per smt	24172.00
12	16mm thick cement plaster with cement mortar (1:6) to inside faces .	176.67	Smt	184.17	per smt	32537.00
13	20mm. thick cement plaster (1:6) for stone work.	31.49	Smt	163.54	per smt	5150.00
14	25mm thick A.S flooring with C.C (1:2:4) using 12mm size H.G.C.B chips.	113.99	Smt	291.43	per smt	33220.00
15	Wt. of MS Grills,Door and Windows made out of structural steel shutter pati.	1050.75	kg	122.84	per kg	129076.00
16	Painting two Coats with approved paint on new steel work etc.	66.16	Smt	179.25	per smt	11859.00
17	Distempering 2 coats to walls with distemper of approved shade including all cost, conveyance & royalty etc complete as per direction of the Engineer-in-charge.	290.66	Smt	61.23	per smt	17796.00
18	Wall Painting 2 coats with Plastic emulsion paint of approved shade on new work to given an even shade including cost Etc all complete	217.01	Smt	83.94	per smt	18215.00
19	Letter writing				L.S.	5,000.00
20	Black board (8'x4')	2	nos			2,000.00
21	Acivity Corner	2	nos			5,000.00
22	Provision for Electrification				L.S.	30,000.00
23	Provision For Ramps				L.S.	10,000.00
24	Provision For Display Board as per direction of EIC				L.S.	2,000.00
25	GST					1,60,292.00
	Total				Rs.	15,00,000.00

My quoted amount is.....% (..... percent) less than / equal to the above estimated cost put to Tender.

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 hereto so far as applicable, or in default thereof to forfeit and pay to the

(Signature of Contractor)

(Signature of D.P.C.,Nabarangpur)

DPC,SSA, Nabarangpur or his successors in office the sums of money mentioned in the said conditions. Nature of contractor before submission of tender .

Witness -

Address -

Occupation -

(Signature of one to the tender)

THE ABOVE TENDER IS ACCEPTED BY ME ON BEHALF OF DPC, SSA, NABARANGPUR

Dated: _____//_____/2019

(Signature of Contractor)


04/06/19
(Signature of D.P.C., Nabarangpur)

CONDITIONS OF CONTRACT

Clause 1 – All compensation or other sums of money payable by the contractor to DPC,SSA under the terms of his contract may be deducted from , or paid, by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due or, may become due to the contractor by DPC,SSA,Nabarangpur 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 sums or sums which may have been deducted from, or raised by sale of the security depositor any part thereof.

Clause 2 - Compensation or delay - The time allowed for carrying out the work as entered in the tendered 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 of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one-third per cent 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 three-fourths 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 per cent on the estimated cost of the work as shown in the tender.

Clause 3 - Action when whole security deposit is forfeited - In the case in which under any clause or clause 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 DPC,SSA,Nabarangpur (whether paid in one sum or deducted by installments) the District Project Co-ordinator on behalf of the DPC,SSA,Nabarangpur shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the District Project Co-ordinator 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.
- (b) In employ labour paid be the DPC,SSA,Nabarangpur 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 District Project Co-ordinator 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 the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the District Project Co-ordinator as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, to take such part of the work of 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 District Project Co-ordinator 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 DPC,SSA under the contractor or otherwise or from his security or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the District Project Co-ordinator, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of 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 therefore actually performed under this contract unless and until the District Project Co-ordinator 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.

Clause 4 - Power to take possession of or require removal of or sell contractor's plants- In any case in which any of the power conferred upon the District Project Co-ordinator by Clause 3 hereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver any of the condition 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 past and future compensation shall remain unaffected , In the event of the District Project Co-ordinator putting in force the powers vested in him under the proceeding clause he may , if he so desires take possession of all or any tools plants materials and stores, in or upon the plants works or the site there of or belonging or the contractor or procured by him and

(Signature of Contractor)

(Signature of D.P.C.,Nabarangpur)

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 District Project Co-ordinator whose certificate thereof shall be final. Otherwise the District Project Co-ordinator may be notice in writing to the contractor or his clerk of the works. Foreman 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) and in the event of the contractor failing to comply with any such requisition the District Project Co-ordinator may remove them at the contractor's expenses or sale them by action or private sale on account of the contractor and at his risk in all respects, and the certificate of the District Project Co-ordinator as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause 5 -Extension of time - If 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 District Project Co-ordinator within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and (the District Project Co-ordinator 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 District Project Co-ordinator shall at the same time : inform the contractor whether he claims compensation for delay.

Clause 6 - Final certificate - On completion of the work, the contractor shall be furnished with a certificate by the District Project Co-ordinator of such completion, but no such certificate be given, nor shall the work be considered to be complete until 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 got marked by the District Project Co-ordinator in the site plan on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood-work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the works shall have been measured by the officer of the DPC,SSA Nabarangpur in accordance with rules 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 cleaning off dirt on or before the date fixed for the completion of the work, the District Project Co-ordinator 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 so incurred, and shall have no claim in respect of any such scaffolding of surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

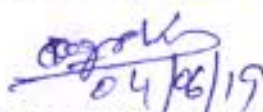
Clause 7 - A bill shall be submitted by the contractor each month on or before the date fixed by the District Project Co-ordinator for all works executed in the previous month and the District Project Co-ordinator or his subordinate shall take the requisite measurement for the purpose of having the same 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 District Project Co-ordinator 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 District Project Co-ordinator or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects:

Provided that, if any balance of the 10 per cent security is outstanding from each such payment shall be deducted 50 per cent much, not exceeding 5 per cent 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 unskilled work to be removed are 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 District Project Co-ordinator 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 effect the contract.

Clause 8 -The final Bill shall be prepared by the Officers of the DPC,SSA,Nabarangpur in accordance with rules in the presence of the contractor within one month of the date fixed for completion of the work.

Clause 9 -Stores supplied by DPC,SSA Nabarangpur- If the specification per estimate of the work provide for the use of any special description of materials to be supplied from the DPC,SSA's store, or if it is required that the contractor shall use certain stores to be provided by the District Project Co-ordinator under the condition of this contract (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only, and the value to the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or

(Signature of Contractor)


04/06/19
(Signature of D.P.C., Nabarangpur)

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

Clause 9 (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 dispose of the same dishonestly, he shall in addition to any other liability, civil or criminal, arising out of his 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 hereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof.

Clause 10 - Works to be executed in accordance, with specification drawing and orders etc. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instruction in writing relating to the work lodged in DPC,SSA Office Nabarangpur, and to which the contractor shall be entitled to have access at such Office, for the purpose of inspection during office hours, and the contractor shall if he so enquire be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings instructions as aforesaid.

Clause 11 - Alteration in specification and designs- District Project Co-ordinator shall have power to make any alterations in or additions to the original specifications, drawings ,designs and instruction that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with and instructions which may be given to him in writing signed by the District Project Co-ordinator 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 the specified in the tender for the main work. The time for 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 District Project Co-ordinator shall be conclusive as to such proportion. And if the additional work includes any case of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned days of work is not entered in the schedule of rates of the district than the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the District Project Co-ordinator of the rate of which it is his intention to charge for such class of work, and if the District Project Co-ordinator does not agree to this rate he shall be notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work order of any expenditure in regard thereof before the rates shall have been determined as lastly hereinbefore mentioned then and 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 rate as aforesaid according to such rate or rate as aforesaid according to such rate or rates as shall be fixed in event of a dispute the decision of the Superintending Engineer of the area shall be final :

Provided always that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from the District Project Co-ordinator for the additional work that 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 District Project Co-ordinator 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 .

Clause 12 -No compensation for alteration in or restriction of work to be carried out - If at any time after the commencement of the work the DPC,SSA,Nabarangpur shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the District Project Co-ordinator shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation, whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause 13 - Action and compensation payable in case of bad work - If it shall appear to the District Project Co-ordinator or his subordinate in charge of the work that any work has been executed with unsound,

{Signature of Contractor}

{Signature of D.P.C.,Nabarangpur}

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 quantity inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the District Project Co-ordinator specifying the work materials or articles complained or notwithstanding that the same may have been inadvertently, passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or, in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the District Project Co-ordinator 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 District Project Co-ordinator may rectify or removes and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense in all respects of the contractor.

Clause 14 - Works to be open to inspection, contractor or responsible agent to be present - All the work under or in course of execution in pursuance of the contract shall at all times be opened to the inspection and supervision of the District Project Co-ordinator and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the District Project Co-ordinator or his subordinate to visit the work shall have been given to the contractor either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors agent shall be considered to have the same force as if they, had been given to the contractor himself.

Clause 15 - Notice to be given before work is covered up - The contractor shall give not less than five days notice in writing to the District Project Co-ordinator or his subordinate 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 up or place beyond the reach of measurement, any work without the consent in writing of the District Project Co-ordinator or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause 16 - Contractor liable for damage done and for imperfection for 3 months after certificate - If the contractor or his work people or servants shall break deface, injure or destroy and 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 become apparent in it within six months from the date of final certificate or its completion shall have been given by the District Project Co-ordinator as aforesaid, the contractor shall make the same good at his own expense, or in default, the District Project Co-ordinator may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the District Project Co-ordinator, shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the District Project Co-ordinator.

Clause 17 - Contractor to supply plant ladders scaffolding etc. The Contractor shall supply at his own cost all materials (except such special material if any, as may in accordance with the contract be supplied from the D.P.C.SSA stores) plant, tools, appliance, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper erection of the work whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the District Project Co-ordinator as to any matter as to which under these conditions he is entitled to be satisfied, which he is entitled to requisite together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing, his so doing, the same may be provided by the District Project Co-ordinator at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract 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 very suit action or other proceedings at law that may be brought by 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 18 - No female labour shall be employed within the limit of a cantonment.

(Signature of Contractor)

(Signature of D.P.C., Nabarangpur)

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 to wages paid for, similar work in the neighborhood.

The District Project Co-ordinator shall have 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 or less than the wages paid to similar work in the neighborhood.

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

Clause 19 - Work not to be sublet - The contract shall not be assigned or sublet without the written approval of the District Project Co-ordinator. And if the contractor shall assign or sublet his contract, attempt so to do or become insolvent or commence any insolvency proceedings; or make any compromise with his creditor or attempt so to do or (or 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 DPC,SSA,Nabarangpur in any way relating to his office or employment if any such officer or person shall become in any way directly or indirectly interested in the contract, the District Project Co-ordinator 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 DPC,SSA,Nabarangpur 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 thereto actually performed under the contract.

Clause 20 - Sum payable by way of compensation to be any considered as reasonable compensation without reference to actual loss - 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 DPC,SSA ,Nabarangpur without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 21 - 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 District Project Co-ordinator for his information.

Changes in constitution of firm - In cases of failure to notify the change in the constitution within fifteen days the District Project Co-ordinator may, by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of DPC,SSA,Nabarangpur 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 therefore actually performed under the contract.

Clause 22 -All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the District Project Co-ordinator for the time being who shall be entitled to direct at what point or points and in what manner they to be commenced, and from time to time carried on.

Clause 23-Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications designs drawings and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work of as to any other question, claim, right matter, or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates instructions, orders or these conditions, or otherwise concerning the work the execution or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the sole arbitration of a Superintending engineer of the State Public Works Department unconnected with the work at any stage nominated by the concerned Chief Engineer. If there be no objection to any such appointment that the arbitrator so appointed is a Government servant. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

Clause 24- Lump sums in estimates - When the estimate on which a tender is made includes lump sums in respect of parts of the work, 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 the part of the work in question is not in the opinion of the District Project Co-ordinator capable of measurement, the District Project Co-ordinator may at his discretion pay the lump sum amounts entered in the estimate and the certificate in against the contractor with regard to any sum or sums payable to him under the provisions to clause.

Clause 25 - Action where no specification - 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 District Project Co-ordinator.

Clause 26 - Definitions of works - The expression "works" or "work" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

(Signature of Contractor)

(Signature of D.P.C.,Nabarangpur)

Clause 27 -DPC,SSA,Nabarangpur shall be entitled to recover in full from the contractor any amount that the DPC,SSA may be liable to pay under workman Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

Clause 28 - That the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the state of Orissa and it is agreed that neither party to the contract or agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Odisha.

Clause 29 - 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 30 - Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

Clause 31 - The contractor shall bear all taxes including sales tax, income tax, royalty, fair - whether, charges and tollage when: necessary.

Clause 32 -After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works, such as GSTINs, 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 pay not less than fair wage to labourers engaged by him on the work.

Explanation- "Fair wage" means wages, whether for time or piece work prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to 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 labourers directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractors 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 District Project Co-ordinator concerned shall have the right to deduct, from the money due to the contractor, any sum required estimated to be required, or making good and loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, nonpayment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulation. Money so deducted should be transferred to the workers concerned.
- (e) Vis-a vis the DPC,SSA the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

ODISHA P.W.D./ELECTRICITY DEPARTMENT CONTRACTOR'S LABOUR REGULATIONS

1. **Short title** - These regulations may be called The Odisha 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
 - "Labour" means workers employed by a contractor of the Odisha Public Works Department/Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
 - "Fair wages" means whether for time or piece works prescribed by the State Public Work Department/Electricity Department for the area in which the work is done.
 - "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - "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 way, etc. -**
The Contractor Shall, -
 - (a) Before he commences his work on contract display and correctly maintain, and continue to display and correctly maintain in a clean and legible condition to display and correctly maintain in a clean and legible condition inconspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department/Electricity Department for the district where the work is done.
 - (b) Send a copy of such notice to the Engineer-in-charge of the work.

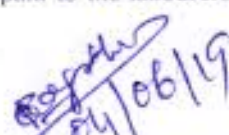
(Signature of Contractor)

(Signature of D.P.C.,Nabarangpur)

4. **Payment of wages -**
- Wages due to every worker shall be paid to him direct:
 - All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods -**
- The contractor shall fix the wage period in respect of which the wages be payable.
 - No wage period shall exceed one month.
 - Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of wages period in respect of which the wages are payable.
 - 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.
 - All payments of wages shall be made on a working day.
 - Wage book and wages cards etc.
6. (a) 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:
- * Rate of daily or monthly wages.
 - * Nature of work on which employed.
 - * Total number of days worked during each wage period.
 - * Total amount payable for the work during each wage period.
 - * All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - * Wage actually paid for each wage period.
- (b) The contractor shall also maintain a wage card for each worker employed on the work.
- (c) 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 persons on the work.
7. **Fines and deductions which may be made from wages -**
- (a) The wages of a worker shall be paid to him without any deduction of any kind except the following :
- * Fines.
 - * Deductions 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 deduction shall be in proportion to the period for which he was absent.
 - * Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss or money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - * Any other deductions which the Odisha Government may from time to time allow.
- (b) 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.
- (c) The total amount of fines which may be imposed in anyone wage period on a work shall not exceed in amount equal to half an anna in a rupee of the wages payable to him in respect of that wage period.
- (d) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of 60 days from the date on which it was imposed.
8. **Register of fines, etc. -**
- (a) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (b) The contractor shall maintain a list in English and the local Indian language, clearly defining acts and omissions for which penalty of 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, deductions required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.
10. **Power of labour Welfare Officers to make investigation or enquiry -** The labour Welfare Officers or any other persons authorized by the Government or Odisha 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 provisions.
11. **Report of Labour welfare Officer-** The Labour Welfare Officers or others authorized 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 deduction from the contractors bill be made and the wages and other dues be paid to the labourers concerned.

(Signature of Contractor)

(Signature of D.P.C., Nabarangpur)


24/06/19

