

# GOVERNMENT OF ODISHA



DISTRICT RURAL DEVELOPMENT AGENCY  
NABARANGPUR.

## DETAILED TENDER CALL NOTICE

OFFICE OF THE PANCHAYAT SAMITI,  
NABARANGPUR, ODISHA , 764059.

(Signature of Contractor)

(Signature of B.D.O., Nabarangpur)

*Ranjana*  
27/02/2019



**OFFICE OF THE PANCHAYAT SAMITI, NABARANGPUR****TENDER CALL NOTICE NO. 01 / 19-20**

(Phone no.:- (06858)-222071, e-mail:- ori-bnawarangpur@nic.in)

Letter No.: 369 /2020Dated:- 07 //02//2020

The Block Development officer, Nabarangpur invites sealed tenders in conformity with detailed tender call notice to be drawn up in state P.W.D F-2 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 including 12% GST(Rs)	EMD to be deposited 1% (Rs)	Cost of tender documents including GST @ 5% (Non refundable) (Rs)	Class of contractor	Time of completion
1	2	3	4	5	6	7
1	Construction of District Panchayat Resource Center	89,93,467	89,935.00	10,500.00	B & A	05 (Five) Calender months

Date of Tender Paper available :- 10.02.2020 to 18.02.2020

Last Date of receipt Tender paper :- 19.02.2020 (upto 05.00 PM)

Date of opening Tender paper :- 20.02.2020 (Time 3.00 PM) at Block Office, Nabarangpur.

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](http://www.nabarangpur.nic.in)).

The Cost of tender document specified in column-05, shall be deposited at the time of submission of the tender paper in shape of Banker's cheque/Demand Draft only in favour of **Block Development Officer, Nabarangpur payable at Canara Bank, Nabarangpur.**

Tender must accompany with 1 % EMD as mentioned in column-04, in shape of Banker's cheque/ Bank Draft only in favour of **Block Development Officer, Nabarangpur payable at Canara Bank, Nabarangpur** alongwith 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 **percentage 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 alongwith bill of quantities duly filled in and all relevant papers in sealed cover will be received through **registered post / speed post only** by the undersigned upto 5.00 PM on 19.02.2020 and it will be opened in the **Office of the Panchayat Samiti, Nabarangpur** at 3.00 PM on 20.02.2020 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 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 submitting 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- 2019-20. 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 Block Development Officer, Nabarangpur payable at Canara Bank, Nabarangpur. Deposit in any other shape except Demand Draft will not be entertained.** Shortfall of any required documents, drafts an

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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.

*B.D.O. 07-02-2020*  
Block Development Officer  
Nabarangpur.

Memo No. 370 /20

Dated. 07 /02/2020

Copy submitted to the Collector, Nabarangpur / Project Director, DRDA, Nabarangpur for kind information & necessary action

Copy submitted to D.I.P.R.O., Nabarangpur for information.

*B.D.O. 07-02-2020*  
Block Development Officer  
Nabarangpur.

Memo No. 371 /20

Dated. 07 /02/2020

Copy to Press Reporter The Samaj/ The Sambad for publication and necessary action.

Copy to the notice board of this office for wide publication.

*B.D.O. 07-02-2020*  
Block Development Officer  
Nabarangpur.

Memo No. 372 /20

Dated. 07 /02/2020

Copy forwarded to the Addl. PD (Tech.), DRDA, Nabarangpur for kind information. He is requested to attend the office of the undersigned on 20.02.2020 at 3.00 PM to participate in the tender opening for verification & scrutiny.

*B.D.O. 07-02-2020*  
Block Development Officer  
Nabarangpur.

Memo No. 373 /20

Dated. 07 /02/2020

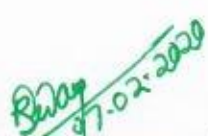
Copy to District Informatics Officer, NIC, Nabarangpur for information and wide publication in the web site from Dt. 10.02.2020 to Dt. 18.02.2020, after that he is requested to delete the same from the website. He shall confirm through a written reply.

*B.D.O. 07-02-2020*  
Block Development Officer  
Nabarangpur.

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Whether Furnished		Remarks
		Yes	No	
1	Cost of tender paper in shape of Banker's Cheque/ Demand Draft only			
2	Earnest money deposited (E.M.D) in shape of Banker's Cheque/ Demand Draft only			
3	Copy of Valid Registration Certificate			
4	Copy of Valid GSTIN Clearance Certificate			
5	Pan Card			
6	No Relation Certificate			
7	Category of tenderers (SC/ST/Engineering Contractor/General) with certificate			
8	Certificate (SC/ST/Physically Handicapped)			
9	Contractor's Licence certificate			
10	Works Experience Certificate (If any)			
11	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tenderer			
12	Affidavit/ Declaration Certificate			

(Signature of Contractor)


  
 (Signature of B.D.O., 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 Panchayat Samiti, 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 :- Balance work for completion of District Panchayat Resource Center (DPRC) Building
- (b) Name of the Scheme :- RGPSA
- (c) Estimated Cost :-Rs. 2,00,00,000.00
- (d) Approximate Cost put to Tender :-Rs. 89,93,467.00
- (e) Earnest Money to be Deposited (E.M.D.) @ 1% of Estimated cost :-Rs. 89,935.00
- (f) Cost of Tender Paper :- Rs. 10,500.00
- (g) Class of Contractor :- " B & A" Class
- (h) Percentage to be deducted from bills :- Five percent (5%)  
(This percentage deduction from bills of the Contractor will be credited to the security Deposit(S.D.) of the contractor)
- (i) Percentage to be deducted from bills as IT (TDS) :- Two percent (2%)
- (j) Time required for the work from date of written order to commence :- 05(Five) Calender Months

**NAME OF PROJECT:- Balance work for completion of District Panchayat Resources Center (DPRC) at Nabarangpur**

Sl. No.	Item	Qty.	unit	Rate	unit	Amount	Percentage less or Equal to
<b>(COMPOUND WALL with gate)</b>							
1	E.W in hard soil with initial lead & lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3mtr in depth etc. all comp.	62.35	cum	171.59	per cum	10699.00	
2	Sand filling in foundation and plinth etc. all complete	10.39	cum	342.83	per cum	3562.00	
3	C.C.(1:3:6) using 40mm size H.G. metal in foundation etc all comp.	0.43	cum	4274.02	per cum	1838.00	
4	C.C(1:2:4) using 12mm size hg chips with all leads & royalty etc.comp.	49.80	cum	5864.83	per cum	292069.00	
5	Cost of concrete Pillar (2.13 m Ht.) including T&C etc. all comp.	166.00	nos.	445.00	per nos.	73870.00	
6	Cost of Barbed wire (I.S.I.) used for Boundary Wall etc. all comp.	498.00	kg	66.28	per kg	33008.00	

(Signature of Contractor)

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7	Labour for fitting, Fixing, Barbed Wire per Rmt.	332.00	Rmt	40.07	per rmt	13302.00
8	R.C.C.(M20) using 20mm down graded H.G. Chips etc. all comp.	6.28	cum	4799.02	per cum	30138.00
9	Rigid Centering Shuttering etc. all comp.	34.85	Sqm	100.58	per Sqm	3505.00
10	Supplying,fitting and placing uncoated MS reinforcement as per drawing and specification.	5.02	Qntl.	6435.85	per qntl.	32334.00
11	12mm thick cement plaster in CM (1:6) in cement mortar etc. all comp	32.82	Sqm	131.55	per sqm	4318.00
12	Wall Painting 2 coats with Plastic emulsion paint of approved shade on new work to given an even shade including cost wtc all complete	32.82	Sqm	84.80	per Sqm	2783.00
13	Supplying, fitting and fixing M.S.Grill made out of structure steel flat etc.	403.28	kg	119.99	per Sqm	48390.00
14	Painting with synthetic paint of approved quality and shad over surface with 2 coats over 1 coat of primer etc.	21.09	Sqm	181.91	per Sqm	3836.00
SUB- TOTAL				Rs		553652.00
<b>PROTECTION WALL WITH CC ROAD &amp; other work</b>						
15	E.W in hard soil with initial lead & lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3mtr in depth etc. all comp.	54.80	cum	171.59	per cum	9403.00
16	Sand filling in foundation and plinth etc. all complete	37.51	cum	342.83	per Sqm	12860.00
17	C.C.(1:3:6) using 40mm size H.G. metal in foundation etc all comp.	85.60	cum	4274.02	per Sqm	365856.00
18	C.C(1:2:4) using 12mm size hg chips with all leads & royalty etc.comp.	17.27	cum	5864.83	per Sqm	101286.00
19	Providing fitting, fixing of Al. door with OEL anodized Al. Door section 9202 as vertical member, 9201 as top member and 9200 as buttom and middle member and 6mm plain glass in top portion with 12mm thick pre-laminated board in buttom portion fixed on door frame by means of tapered clip No. 4660 and frame to be completed by means of jointing angle No. 1855 including all cost of labour, T&P, hire charges of drilling machine, labour charges etc. all complete.	30.75	Sqm	7109.36	per Sqm	218613.00
SUB-TOTAL				Rs.		708018.00
<b>PROVISIONAL ITEMS</b>						
20	Cost of 3-Phase with Internal Electrification (10% of civil cost)	-----	10%	-----	Rs.	877305.00
21	Installation of New Transfermer with External Electrical Work (Provisional)	-----	L.S.	-----	Rs.	1000000.00

(Signature of Contractor)

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22	Cost of PH Works, Installation of new borewell with Submersible pump and sanitary fittings including Toilet (15% of civil cost)	-----	`15%	-----	Rs.	1315475.00
23	Provision for Glow Board	-----	L.S.	-----	Rs.	10000.00
24	Provision for Fire Equipment	-----	L.S.	-----	Rs.	50000.00
25	Provision for Godrej based Furnitures, AC etc.	-----	L.S.	-----	Rs.	4315000.00
26	Add for GST (12%)	-----	`1%	-----	Rs.	151400.40
27	Work contingency	-----	`1%	-----	Rs.	12617.00
	Sub-Total				Rs.	7731797.40
<b>Grand Total</b>					<b>Rs.</b>	<b>8993467.40</b>
					<b>Say</b>	<b>Rs. 8993467.00</b>

**Details of Godrej Based Furnitures (Sl. No.-25)**

**SPECIFICATION**

Sl. No.	Godrej Model	Quantity (in Nos.)	unit	Rate	unit	Amount	Total Quoted Price inclusive of all Taxes (in Rs.)
<b>Dermitory (2 rooms)</b>							
1	Bed-EQ bed with ply arrangement with headboard (with ply arrangement)	30	nos.	13405.98	per nos.	402179.4	
	Matteress- Hero (78x36x05)	30	nos.	5231.41	per nos.	156942.3	
2	SLINE 2DR LKR+DRWR Body Royal Ivory+ SLINE 2 Dr Tx Ultra Marine Blue Plus	20	nos.	19709.54	per nos.	394190.8	
<b>Dining Hall (4x4 Seater)</b>							
3	Table- Time out 4 seater PU coated (1135x1175x750)	6	nos.	17761.36	per nos.	106568.16	
4	Chair- Unwind with SS Understructure	24	nos.	3627.32	per nos.	87055.68	
<b>Office Room</b>							
5	Office Table- Godrej T9	6	nos.	20552.06	per nos.	123312.36	
6	Bravo mid Back	6	nos.	8612.82	per nos.	51676.92	
7	Almirah- Storwel Plain (1981x916x486)	6	nos.	22074.36	per nos.	132446.16	
<b>Training Hall</b>							
8	Senate 45 seater with wire manager (Conference Table)	1	nos.	486820.8	per nos.	486820.8	
9	Bravo High Back Chair	5	nos.	9634.7	per nos.	48173.5	
10	Bravo Mid Back Chair	40	nos.	8612.82	per nos.	344512.8	
11	Bravo Visitor's Chair	40	nos.	6521.86	per nos.	260874.4	

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*B.D.O.*  
07.02.2020  
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Meeting Hall							
12	Senate 8 seater with wire manager (Conference Table for Podium)	1	nos.	86545.92	per nos.	86545.92	
13	Barvo High Back (Conference Table for Podium chair)	8	nos.	9634.7	per nos.	77077.6	
14	Baravo Visitor's Chair	120	nos.	6521.86	per nos.	782623.2	
15	AC split 1.5 ton 5 star with Inverter	18	nos.	43000	per nos.	774000	
TOTAL						Rs.	4315000

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 Block Development Officer, Nabarangpur Panchayat Samiti 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 PANCHAYAT SAMITI, NABARANGPUR Dated:

\_\_\_\_//\_\_\_\_//2020

### **CONDITIONS OF CONTRACT**

**Clause 1** - All compensation or other sums of money payable by the contractor to Samiti 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 Samiti 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 per cent 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 Samiti (whether paid in one sum or deducted by installments) the Block Development Officer on behalf of the Samiti 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 Block Development Officer 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.

(Signature of Contractor)

(Signature of B.D.O., Nabarangpur)

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- (b) In employ labour paid be the samiti 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 Block Development Officer 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 Block Development Officer 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 Block Development Officer 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 Parishad/Samiti 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 Block Development Officer, 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 Block Development Officer 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 Block Development Officer 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 Block Development Officer 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 thereof or belonging or the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Block Development Officer whose certificate thereof shall be final. Otherwise the Block Development Officer 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 Block Development Officer may remove them at the contractor's expenses or sale them by action or public sale on account of the contractor and at his risk in all respects, and the certificate of the Block Development Officer 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 Block Development Officer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and (the Block Development Officer 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 Block Development Officer 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 Block Development Officer 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 Block Development Officer 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 Samiti 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 Block Development Officer 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 Block Development Officer for all works executed in the previous month and the Block Development Officer or his subordinate

(Signature of Contractor)

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*B. D. O.*  
07/02-2020



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 Block Development Officer 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 Block Development Officer 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 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 Block Development Officer 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 Samiti 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 Parishad / Samiti - If the specification per estimate of the work provide for the use of any special description of materials to be supplied from the Samiti's store, or if it is required that the contractor shall use certain stores to be provided by the Block Development Officer 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 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 Samiti and shall at all times be open to inspection by the Block Development Officer. 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 Parishad / Samitis 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 so 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 Samiti Office, and to which the contractor shall be entitled to have excess 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-** Block Development Officer 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 Block Development Officer 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 Block Development Officer 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 Block Development Officer of the rate of which it is his intention to charge for such class of work, and if the Block

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Development Officer 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 Block Development Officer 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 15<sup>th</sup> day of the following month accompanied by a copy of the order in writing of the Block Development Officer 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 Samiti shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Block Development Officer 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 Block Development Officer or his subordinate in charge of the work that any work has been executed with unsound , imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quantity inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Block Development Officer 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 Block Development Officer in his demand aforesaid , then the contractor shall be liable to pay compensation at the rate or one per cent 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 Block Development Officer 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 Block Development Officer 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 Block Development Officer 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 Block Development Officer 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 Block Development Officer 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 cultiGSTINed 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 Executive Officer/Block Development Officer as aforesaid, the contractor shall make the same goods at his own expense, or in default, the Block Development Officer may cause the same to be made good by other workmen, and deduct the expense ( of which the certificate of the Block Development Officer, 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

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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 Block Development Officer.

**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 Samiti 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 Block Development Officer 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 Block Development Officer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contractors 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.

The contractor shall not employ for the purpose of this contra, 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 Block Development Officer 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 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 Block Development Officer. 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 compassion with his creditor or attempt so to do of or an) 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 Samiti 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 Block Development Officer 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 Samiti and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereto actually performed under the contract.

**Clause 20** - *Sum payable be way of compensation to be any considered as reasonable compensation without reference to actual less* - All sums payable be way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Parishad / Samiti 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 Block Development Officer for his information.*  
**Changes in constitution of form** - In cases of failure to notify the change in the constitution within fifteen days the Block Development Officer 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 Samiti and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any 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 Block Development Officer for the time being who shall entitled to direct at what point or points and in what manner they to be commended, 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

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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 Block Development Officer capable of measurement, the Executive Officer / Block Development Officer 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 Block Development Officer.

**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.

**Clause 27** -Samiti shall be entitled to recover in full from the contractor any amount that the Samiti 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 Block Development Officer 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-fulfillment 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 Samiti 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.

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- "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.

**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 on 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 or 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.

(Signature of Contractor)

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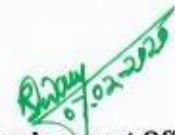
*B.D.O.*  
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9. **Preservation of register** - The wage register, the wage cards and the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.
10. **Power 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.
12. **Appeal against the decision of labour welfare Officers** - Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal the decision of the officer shall be final and binding upon the contractor.
13. **Inspection of registers** - The contractor shall allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on this behalf.
14. **Submission of return** - The contractor shall submit periodical return as may be specified from time to time.
15. **Amendments** - The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.

Clause 34 - The terms and conditions of this agreements have been read over, explained to me and I, certify that I clearly understand them.

(Signature of Contractor)

  
Signature of Block Development Officer  
Nabarangpur

(Signature of Contractor)

(Signature of B.D.O.,Nabarangpur)