



GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

EXPRESSION OF INTEREST

NAME OF THE WORK :- *Proposal for process of Land Acquisition of Kesharipur Direct minor & Barikpur branch canal and it's systems under Salandi Left Main Canal from RD 44.179 Km to 47.950 Km.*

***Executive Engineer,
Soro Canal Division
Soro***

**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE EXECUTIVE ENGINEER
SORO CANAL DIVISION, SORO
EXPRESSION OF INTEREST
EOI NO-EESCD-EOI-05/2016-17.**

As per guidelines of Government of India, Irrigation project availing AIBP Assistance should execute the work for Land acquisition process of Branch, Distributary, Minor, Sub-Minor of Salandi Left Main Canal from RD 44.179 km to 47.950 km under Anandapur Barrage Project, Salapada.

Expression of interest single cover containing financial proposal is hereby invited from registered firm having adequate experience and professional main power to conduct Land Acquisition process (Branch, Distributary Minor Sub-Minor) efficiently for Salandi Left Main Canal ay cut area. The envelope containing the sealed financial proposal should be superscripted as proposal for process of Land Acquisition Area Transmission system for Salandi Left Main Canal from RD 44.179km to 47.95km project and should be sent through person/Courier/Speed post/Regd. Post to office of the Executive Engineer, Soro Canal Division, Soro. The Authority shall not be responsible for any postal delay. The last date for receipt of the proposal in the prescribed format along with the required documents is 28.12.2016 up to 3:00pm. The EOI proposal received within the scheduled time shall be opened in the office of the Executive Engineer, Soro Canal Division, Soro on 28.12.2016 at 3.30 PM. The Authorized representative of the firm participated in the EOI may attended the opening of the EOI. The undersigned reserves the right to extend the date and accept/reject any or all proposals without assigning any reason thereof.

Details of the EOI documents are available at O/O the Executive Engineer, Soro Canal Division, Soro during the office hours. The detail documents relating to the pre-Land Acquisition process can be had in the office of the Executive Engineer, Soro Canal Division, Soro. Which may refer after drawl of Agreement.

1. Procurement details:

Procurement officer	EOI Ref. No.	Availability of Bid	Submission of Bid off line	Date and time of opening of Tender
				Financial Bid
Executive Engineer, Soro Canal Division, Soro	EESCD-EOI-05 OF 2016-2016	14/12/2016 to 27/12/2016	14/12/2016 to 28/12/2016 up to 3:00PM	In the office of the Executive Engineer, Soro Canal Division, Soro on 28/12/2016 at 3:30 pm.

2. Cost of Participation of Bid: Rs.6000.00+VAT 5% = Rs.6300.00 Non refundable only in shape of Demand Draft from any nationalized bank drawn in favour of F.A. & C.A.O. Anandapur Barrage Project, Salapada payable at State Bank of India Anandapur Code No-SBIN00001086.
3. Bid validity period of the tender is 90 days from the last date of submission of Bid conditional bid is subject to forfeiture of EMD.
4. The bidders shall furnished an affidavit at the time of submission of the bid about the authenticity of the tender including documents, Registration certificate, PAN, Valid VAT clearance certificate in form-612 and EMD etc. failing which the bid shall be considered as non-responsive and thus liable for rejection.
5. The firm shall have to furnish a certificate along with tender to the effect that he/she is not related to any officer to water Resources Department in the rank of Asst. Engineer and above connected with the estimate, tender and execution of work and any officer in the rank of under Secretary or above.
6. The authority reserves the right to reject any or all the bids without assigning any reason thereof.

Executive Engineer
Soro Canal Division, Soro

Submission of 11(1) proposal Village wise.

Item No-1

Preparing and furnishing a set of 18 (Eighteen) copies of land plan marked with the correct alignment of canals (Distributaries, Minor, Sub-minor, etc), Land schedule and property valuation schedule for each village written on Oriya language for submitting Land Acquisition proposals village wise including cost of procurement of updated village map, updated certified copy of ROR, tracing cloth of approved quality 2 sets and tracing paper with other accessories 2 sets required for the work including all taxes complete as per direction of the Engineer-in-charge.

Sl No.	Description of items	Unit	Rate Quoted by the Bidder	
			Figure	Words
1	As mentioned above	100 Sqm		

Contractor

Executive Engineer
Soro Canal Division, Soro

Sold to Sri/Ms _____, Contractor on receipt of DD No. _____
Dt. _____.

Executive Engineer
Soro Canal Division, Soro

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE EXECUTIVE ENGINEER
SORO CANAL DIVISION,
SORO

EXPRESSION OF INTEREST

EOI NO- EESCD-EOI-05 of 2016-2017

As per guidelines of Govt. of India, Irrigation project availing AIBP Assistance should execute the work for Land acquisition process of (Branch,Distributary, Minor, Sub-minor) of Salandi Left Main Canal from RD 44.179Km to RD 47.950Km under Anandapur Barrage Project Salapada.

Expression of Interest single cover containing financial proposal is hereby invited from interested parties having adequate experience and professional manpower to conduct Land Acquisition process (Branch,Distributary, Minor, Sub-minor) efficiently for Salandi Left Main Canal aycut area. The envelope containing the sealed financial proposal should be superscripted as proposal for process Land Acquisition area transmission system for Salandi Left Main Canal from RD 44.179Km to RD 47.950Km under Anandapur Barrage Project and should be sent through person /currier/ speed post/registered post to the office the Executive Engineer Soro Canal Division, Soro. The Authority shall not be responsible for any postal delay. The last date for receipt for proposal in prescribed format along with required documents is 27/12/2016 up to 3 PM. The EOI proposal received within the scheduled time should be opened in the office of the Executive Engineer Soro Canal Division Soro on 28/12/2016 at 3:30PM. The authorized representative of the firm participated in the EOI may attend the opening of the EOI. The undersigned reserved the right to extend the date and accept / reject any or all proposals without assigning any reason thereof.

Details of EOI documents are available at office of the Executive Engineer Soro Canal Division Soro during the office hours. The detail documents relating to the pre-land Acquisition process and be had in the office of the Executive Engineer Soro Canal Division Soro. Which may refer after drawl of Agreement?

1. Procurement details

Procurement Office	EOI Ref. No	Availability of Bid	Submission of Bid	Date and Time of Opening of tender
Executive Engineer Soro Canal Division, Soro	EESCD-EOI-05 of 2016-2017	14/12/2016 To 27/12/2016	14/12/2016 To 28/12/2016 Upto 3:00 PM	In the office of the Executive Engineer, Soro Canal Division, Soro on 28/12/2016 at 3:30 PM.

2. Cost of Participation of Bid: Rs 6000.00 + VAT 5% =Rs. 6300.00 Non refundable only in shape of Demand Draft from any nationalized bank drawn in favour of F.A & C.A.O. Anandapur Barrage Project. Salapada payable at State Bank of India Anandapur Code N0-SBIN00001086

2. Bid validity period of the tender is 90 days from the last date of submission of Bid. Conditional bid is subject to rejection.
3. The bidders shall furnish an affidavit at the time of submission of the bid about (he authenticity of the tender including documents. Registration certificate. PAN. valid VAT clearance certificate in form-612 and EMD etc. failing which the bid shall be considered non-responsive and thus liable for rejection.
4. The firm shall have to furnish a certificate along with tender to the effect that he/she is not related to any officer of Water Resources Department, in the rank of Asst. Engineer and above connected with the estimate, tender and execution of work and any officer in the rank of under Secretary or above.
5. The Authority reserves the right to reject any or all the bids without assigning any reason thereof.

CONDITION OF TENDER CALL NOTICE

1. The Offer is a model type of work to be executed in a schedule time without any risk. Therefore the bidder should have the following qualification.
 - a. The bidder should have previous experience of such type of work in Major Projects with zeodometre (Total station) in the past. More nos. of such works done by the bidder will be preferred.
 - b. The bidder should, provide certificate from Govt. employer/Quasi Govt. employer/Private concern in executing such type of work.
2. An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents including Bank Guarantee, if any.
3. Earnest money and initial security shall form a part of the amount of the Security Deposit. Tenders without E.M.D. will be summarily rejected.
4. The plan, specification and special conditions for the work can be seen at the Office of the Executive *Engineer, Soro Canal Division , Soro Estimating Branch*" during any Working day from 11.00AM to 5.00 PM.
5. Every bidder is deemed to have visited the site of the work before tendering & Verified the work with reference to approved drawing & specification and should have made himself thoroughly satisfied with the required quantity and proper quality of the materials available. No extra lead will be admissible for any materials. The rate shall be inclusive of all leads, lifts, delifts, conveyance charges, royalty and all other taxes and local taxes of all materials. It should be understood clearly that no claim what so ever would be entertained after wards in the plea of non availability of required quantity. Proper quantity of material on any other ground thereof.
6. The tender will be valid for three months (90 days) from the date of its receipt.
7. Each tender must take the form of a definite quotation of rate for each item of work to be included in the contract and tenders quoted with indefinite terms such as estimated rate, at schedule rate or percentage basis etc. will not be considered. Conditional tender shall not be taken into consideration.
8. All rates should be quoted for finished items of work unless otherwise mentioned in the Tender Call Notice and tender document.
9. All taxes, fees, royalties & labour cess etc. payable under the local rules in vogue including storage, VAT. income tax and control, etc. will be paid by the contractor and these must be included in the rates quoted.
10. Original contractor registration certificate , Vat clearance & PAN are to be produced before the Executive Engineer , Soro Canal Division , Soro the time of execution of Agreement.

11. The unit rates of the bid in the tender document should be written in English both in words and in figures and in case of any discrepancy, the unit rates written, in words shall prevail.
12. The contractor shall have to furnish a certificate along with the tender to the effect that he is not related to any Officer of Water Resources Department of the rank of Assistant Engineer and above and any Officer of the rank of Under Secretary and above.
13. Letters found in the tender box intimating any modification to the tenders will not be considered.
14. Tender, which is not in the prescribed proforma and is not strictly in accordance with the terms and conditions of the tender notice and specification is liable for rejection.
15. Every bidder is required to furnish report with attached proforma duly certified by the Authority under whom he has executed works in order to determine his past performance.
16. All the correspondence shall be made in English. All correspondences with the tenderer will be made by post in the address given in the tender. The bidder must mention in the tender, his correct postal address for correspondence. The department will not be held responsible for non-receipt of any letter by the bidder either for wrong address given by him or for his absence at the given address or due to fault of the postal department.
17. The bidder will be intimated about the acceptance of his tender and the balance amount of the ISD to be deposited. On receipt of this intimation, the bidder should deposit the balance amount of ISD and execute the agreement in PWD form F-2 for the due fulfillment of the contract in the Office of the Executive Engineer Soro Canal Division , Soro This security together with EMD will be taken as initial security deposit for due fulfillment of the contract. Failure of the contractor to deposit the ISD and also failure to enter into the agreement in time after deposit of ISD shall entail forfeiture of the earnest money deposit and ISD respectively. Onus will lie with the contractor, if the correct address shall not be available to the Executive Engineer for correspondence. The earnest money of the unsuccessful bidders will be refunded on application after the tender is finally decided or after execution of agreement of successful bidders.
18. The conditions in this detailed tender call notice will form part of the agreement to be draw by the contractor.

ORISSA PUBLIC WORKS DEPARTMENT

(Form F-2)

ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the guidance of Contractors.

1. All the works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Sub-Divisional Officer/Executive Engineer.

This notice will state the work to be carried out; the items and approximate quantities thereof as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any; to be deducted from bills. Copies of the specification, designs and drawings and any other documents required in connection with the submission of the tender, signed for the purpose of identification by the Executive Engineer, shall also be open for inspection by the contractor at the office of the Executive Engineer Soro Canal Division Soro during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.
3. Receipts for payments made on account of work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Department of Water Resources and their issue rates shall be filled in and completed in the Office of the Executive Engineer Soro canal Division Soro tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, shall request the office to have this done before he completes and delivers his tender.
5. The amount of earnest money to be deposited will be 1 % of the tendered amount.
6. Any person who, submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender or which contain any other conditions of any sort or omit to note the time within which the work can be finished or which are not accompanied by required earnest money, will be liable for rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name. of the work, to which they tender, written outside the envelope. The EMD should be deposited in shape of N.S.C/Kisan Vikas Patra/Deposit Receipt of scheduled Bank duly pledged to the Executive Engineer Soro Canal

Division, Soro and should be enclosed with the tender.

7. The Executive Engineer or his duly authorised assistant will open the tenders in the presence, of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In event of a tender being rejected the earnest money deposited shall be returned to the tenderer in proper manner as per terms and condition of DTCN
8. The Executive Engineer shall have the right to reject all or any of the tenders without assigning any reason thereof
9. In the event of a tender being selected for acceptance, the Engineer who open the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and of her documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposits the required amount of security money within the prescribed time the Engineer may reject the tender. If the Engineer is not competent to accept (fie tender himself, he will submit the tender for acceptance to the authority who is competent to accept the same. If the said Engineer reject the tender the earnest money deposit-shall be refunded to the tenderer The Earnest money deposit of unsuccessful tenderer shall be returned after finalization of the tender.
10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the initial security money in shape of N.S.C/Kisan Vikas Patra/Deposit receipt of the schedule bank duly pledged to the Executive Engineer Soro canal Division, Soro within seven .days, from the date of the receipt of intimation from the Executive Engineer,
11. The amount of initial security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2 percent of the bid amount of the work and towards this amount the earnest money already deposited by him shall be credited. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5 percent of the amount of each payment to be made to him under clause 6 of the conditions of contract for work done under the contract.
12. When tender has been selected for acceptance and the required amount of the initial security money has been deposited, the Executive Engineer shall scrutinise all pages of the form of item, rate, tender and contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the Form for signature of the acceptance to the officer competent to accept it.

TENDER FOR WORKS

I/we hereby tender for the execution for the Government of Odisha for the work specified in the underwritten memorandum at the rates specified therein a period of 11(eleven) Calendar months from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to in rule. I here of and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such condition so far as applicable.

MEMORANDUM

- | | | | |
|---|---|---|---|
| a) If several sub-works are included they should be detailed in a separate sheet. | a) Name of work | : | Processing land acquisition proposals of Kesharipur Direct minor under SLMC & Barikpur Branch canal & it's system of Salandi Left main canal from RD44.179Km to RD 47.950Km |
| | b) Estimated Cost (Bill of Quantity) | : | Rs. |
| | c) Agreement Amount | : | Rs. |
| | d) E.M.D. | | |
| e) This deposit will be 2 percent of the estimated cost of the work. | e) Initial security deposits (including earnest money) to be deposited before the commencement of the work. | : | Rs. |
| | Additional Performance Security | : | Rs. |
| f) This percentage from bills will be credited to the contractor's security | f) Security deposits to be deducted from bills. | : | 5% |
| | g) Time required for the work from date of written order to commence. | : | |
| | h) Date of written order to commence. | : | |

- i) Actual date of commencement of work :
- j) Schedule date of completion :
- k) Total number of item of works tender for :

Nature of contractor before submission of tender

Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and provision of the said condition of contract annexed here to so far as applicable, or in defaults thereof to forfeit and pay to the Government of Odisha or his successors in office, the sum of money mentioned in the said conditions.

Signature of witness to one tender's signature

Dated the Day of 2016

Witness:

Address:

CONTRACTOR

Signature of Officer by whom accepted

The above tender is hereby me on behalf of the Government of Odisha.

Dated the Day of 2015

Executive Engineer,
Soro Canal Division,
Soro

SECTION -4
CONDITIONS OF CONTRACT

CONDITION OF CONTRACT

Clause 1- All compensation or other sum of money payable by the contractor to Government 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 there from, or from any sums which may be due or may become due to the contractor by Government on any account what so ever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by, sale of the security deposit or any part thereof.

Compensation for delay

Clause 2 (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor, The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to ½ % on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer, or his authorised, agents are fully complied with by the contractor to the Executive Engineer's satisfaction). And further to ensure good progress during 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 work before one fourth of the whole time allowed under contract has elapsed one half of the work, before one half of such time has elapsed and three-fourth of the work before three-fourth 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 provision of this clause shall not exceed 10% on estimated cost of the work as shown in the tender.

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

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost or in any case in which under any clause or clauses of this contract the contractor shall have tendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Govt. (whether paid in one sum or deducted by installments) the Executive Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses as he may deem best suited to the interest of Government.

Action when whole security deposit is forfeited

- (i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty. In the event of any of the above courses being adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances on account of or with a view to, the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so certified.
- (ii) Security deposit of contractor for each work will be refunded only twelve month after the date of completion of work provided the final bill has been paid and defects if any rectified.

Clause-3

In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof, shall become exercisable and the same shall not be exercised the non exercise thereof shall not constitute a waiver of the conditions here of and such powers shall notwithstanding be exercisable in the event of any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security

deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force the powers vested in

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

him under the preceding clause he may if he so desire, take possession of all or any tools, plants, materials & stores, in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or all wing 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 Executing Engineer whose certificate thereof shall be final; otherwise the Executive Engineer may give notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required 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 requisition to the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of removal and the amount of proceeds and expense of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor plants

Clause – 4

If the contractor shall desire on extension of time for completion of the work, on the ground of his having been unavoidable hindrances in its execution or any other ground he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable be shown therefore, authorize such extension of time if any, as may in his opinion, be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for delay.

Extension of time

Clause – 5

On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer

Final Certificate

(here-in-after called the Engineer-in-charge) of such completion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all scaffolding surplus materials and rubbish and cleaned 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 work shall have been measured by the officer of the PWD in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor the contractor shall fail to comply with the requirements of this clause as removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses 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 forth with pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding, or surplus materials as aforesaid except for any sum actually realized by the sale thereof

Sub clause – 5 “If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilization of a portion of the work completed in no way interferers with the progress for rest of the work, the same may be occupied or utilized by or on behalf of the Govt. under the written order of the Engineer-in-charge to get the defects of any rectified by the contractor at his (Contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any other concession either in the shape of extensions of stipulated period or any other monetary compensation on account of such occupation or use.

Clause – 6 A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge or his 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 day from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

<p>Payment on intermediate certificate be regarded as advance & bill to be submitted monthly</p>

Provided that, if any balance of the 7% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and requiring 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 actual

of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as the final settlement or adjustment of the accounts or otherwise, or in any other way vary or effect the contract.

Clause – 7 The final bill shall be prepared by the offices of the P.W.D. in accordance with the rules of department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause – 8 If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or it is required that the contractor shall use certain stores to be provided by the

Engineer-in-Charge under the conditions of this contract [such materials and stores and the prices to be charged thereof as herein after 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 his contract are specified in the schedule or memorandum here to annexed] the contractor shall be supplied with such materials and store 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 of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise 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

Store supplied by Government

Property of Government and shall not any account be removed from the site of the work, and shall at all time be open to inspect by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation no account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

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

Clause - 8 (b) Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with day position

regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However extension of time for the completion of work can be granted on timely application by the contractor vide clause 5.

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

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

Sub clause – 9 The work should be done strictly in accordance with the relevant specifications of the I.S.I. Codes. If the work is not covered by the specification of I.S.I. it should be done in accordance with the provision in the Odisha Detailed Standard Specifications (O.D.S.S). In case, the work is not covered by O.D.S.S. the work should be executed as per the instruction of the Engineer-in-charge.

Clause – 10 The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, designs and instruction that may appear to him to be necessary advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and at 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 respect on which he agreed to do the main work, and at the same time rates as are specified in the tender for the main work., The time for the completion of the work shall be extended in the proportion that the additional work includes bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportions. And if the additional work includes any class of work for which on rate is specified in this contract then such class of work shall be carried out at the on rates specified on this contract than such class of work shall be carried out at the rates entered in the sanctioned schedule by rates of the locality during the period when the work being carried on and if such the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which is it his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class or work and arrange to carry it out in such manner as he may consider advisable.

Alteration in specification and designs

Extension of time in consequence

Do not invalidate contract

No deviations from the specification stipulated in the contract or additional items of work shall ordinarily be carried out by contractor nor shall any altered. Additional or substituted work to be carried out by him unless the rates on the substituted altered of additional items have been approved and fixed in writing by the Engineer-in-charge.

**Rates of works
not in estimate
of schedule or
rate of the**

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 5th days of the following month accompanied by copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

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

Clause – 11 If at any time after the commencement of the work the Government of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to 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 alternations having been made in the original specification, drawing, designs and instruction which shall involve any curtailment of the work as originally contemplated.

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

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

**Action and
compensations
payable in**

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

Works to be open to inspection

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

Contractor or responsible agents to be present

Notice to be given before work is covered up

Clause – 15 If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, enclosure or grass land, or cultivated ground continuous to the premises on the premises on which work or any part of it 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 of its completion shall have been given by the Engineer-in-charge, as aforesaid the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense(of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Contractor liable for damage done and for imperfections for 6 months after certificate

Clause – 16 The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming Part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under this conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and

Contractor to supply plants, ladders, scaffolding etc.

assisting in the measurement of examination at any time and from time to time the work or materials, failing him so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense to every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to the above precautions, and to pay any damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause – 17 No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any labour below the age of legal employment as per Government norm, and shall pay to each labour; for the work done by such labour, wages not less than the wage paid for similar work in the neighbourhood.

Explanation : Fair wages means wages whether for time or piece work prescribed by State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute “Fair wages” [W/D No.22059 dated 16.8.77.

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

The officer in charge of the work shall have the right to decide whether labourer employed by the contractor is below the age of legal employment as per Government norm and to refuse to allow any labourer whom he decides to be below that age.

Clause – 17 (a) The contractor shall, if so required by the Engineer-in-charge employ one more Engineering Graduate or Diploma holder as apprentices at his own cost if the cost of work as shown in the tender exceeds Rs.2,50,000/- The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of work is completed. The stipend to be paid to the apprentices, should not be less than Rs.200/- per day in case of graduate Engineers and not less than Rs.150/- per day in case of Diploma holders. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that total expenditure does not exceed 1% of the tender cost of the work.

Clause – 17 (b) Special class Contractor shall employ under him one Graduate Engineer and Two Diploma Holders belonging to the State of Odisha. Likewise ‘A’ class contractor shall employ under him one Graduate Engineer or Two Diploma holders under the contractor shall be full time & continuous and they should not be superannuated, retired, dismissed or removed personnel from any State Govt. or Central Govt. service/public Sector undertakings, private companies and firms or be ineligible for appointment to Government service. The contractor shall pay them monthly

Employment of Graduate Engineers & Diploma Holders

Emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Chief Engineer, Roads Odisha may however, assist the contractor with names of such unemployed Graduate Engineer and Diploma holders if such help is sought

for by the contractor. The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender.

Each bill of the Special Class or 'A' class contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holder is employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

Clause – 18 The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with

Work not to be sublet.

his creditor or attempt so to do, or if any bribe gratuity, gift loan, perquisite reward or advantage pecuniary otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants to agents to any public officer or person in the employee of Government in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at disposal of Government 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.

Contractor may be rescinded and security deposit forfeited subletting bribing or if contractor become in solvent

Clause – 19 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss

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

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may be noticed in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescind under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Changes in constitution of firm

Clause – 21 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects by Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause – 22 **DELETED**

Clause – 23 When the estimate on which a tender is made includes lump sums in respect of the items of work involved or the part of the work in question at the same rates as are

payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump

Lump sums in estimates

sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sums payable to him under the provisions of this clause.

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

Action where no specification

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

Definition of works

Clause – 26 Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under workmen compensation Act. VIII of 1923, to any workmen employed in course of execution of any part of the work covered by this contract.

Clause – 27 That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha 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 – 28 The Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

Clause – 29 sanitary arrangements will be made by the contractor at his own cost for his labour camp.

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

Clause-31 & Clause – 32 Deleted.

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 wages" means wages, whether for time or price work prescribed by the State Public works Department provided that where higher rates have been prescribed under the Minimum Wages Act. 1948 wages at such higher rates would constitute "Fair wages" (W.D. No.22059 dt.16.8.77)

(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 labours had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulation made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of

non fulfillment of the conditions of the contract for the benefit of workers nonpayment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract” or non-observance of the regulations, money so deducted should be transferred to the workers concerned.

- (e) Vis-à-vis the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractor.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach there of shall be breach of this contract.
- (g) Under the provision of the Minimum Wages Act, 1948 & minimum wages (Central Rules, 1950) the contractor is bound to allow or cause, to allow to the labourers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty, in the event of default. The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to labourers and pay the same to the persons entitled there to from any money due to the contractor.
- (h) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.
- (i) The contractor shall submit by the 4th & 10th of every month, to the Engineer-in-charge a true statement showing in respect of the Second half of the preceding month and the first half to the current month respectively (1) the number of labours employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the contend of damage and injure caused by them and (5) the number of female workers who have been allowed maternity benefit according the clause [K] and the amount paid to the Government a sum not exceeding Rs.70.00 for each default of materially incorrect statement. The amount levied as fine decision of the Executive Engineer shall be final in deducting from any bill due to contractor.
- (j) In respect of all labour directly employed in the works for the performance of the contractor’s part of this agreement, the contractor shall comply with a cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangement for workers employed by the Odisha Public Works Department and its contractor. This will apply to work places having 50 or more workers.
- (k) Maternity benefit rules for female worker employed by contractor, Leave and pay during leave shall be regulated as follows.

1- Leave : (i) **In case of Delivery:-** Maternity leave not exceeding 8 weeks, 4 weeks up to including the day of delivery or 4th weeks following that day.

(ii) **In case of Miscarriage :-** Up to 3 weeks from the date of miscarriage.

2. Pay (i) **In case of Delivery:-** Leave pay during maternity leave will be at the rate of women’s average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of Rs.70.00 a day whichever is greater.

(ii) **In case of Miscarriage :** Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period 3 months immediately preceding the date of such miscarriage,

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

MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY ODISHA P.W.D. OR IT'S CONTRACTORS

1. **Application:** These rules shall apply to all construction work in charge of Odisha Public Works Department which is expected to continue for a year or more.
2. **Definitions:**
 - (i) "Work Place" means a place at which an average of fifty or more workers are employed in connection with construction work
 - (ii) Large work place means a place at which averages of 500 or more workers are employed in connection with construction work.
3. **First Aid:**
 - (a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply or sterilizer dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work places they shall be readily available during working hours.
 - (b) At large work places where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and run by a trained compounder.
 - (c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
 - (d) Where large work places are situated in cities towns or in their suburbs and no beds are considered necessary owing to the proximity of city, town hospitals, and an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place some conveyance facilities such as a car shall be kept readily available to take injured persons or person to the nearest hospitals.
4. **Drinking Water:**
 - (a) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
 - (b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.
 - (c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other sources of pollution where water to be drawn from an existing well which is within such proximity of latrine drain or any other sources of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with tray door which shall be dust and water proof.
 - (d) A reliable pump shall be fitted to each covered well the tray door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
 - (e) The temperature of drinking water supplied to workers shall not exceed 90⁰ F.
5. **Washing and Bathing Place:**
 - (i) Adequate washing and bathing places shall be provided separately for men and women.
 - (ii) Such places shall be kept in clean and drained condition

6. **Scale of Accommodation in Latrines and Urinals:** - There shall be provided within the premises of every work place latrines and urinals in an accessible place; and the accommodation, separately for each of them shall not be less than the following.
- | | | |
|-----|---|------------------------|
| (a) | Where the number of persons employed does not exceed 50. | No. of seats 1 |
| (b) | Where the number of persons employed exceeds 50 but does not exceed 100 | No. of Seats 3 |
| (c) | For every additional 100
(in particular cases the Executive Engineer shall have the power to vary the scale where necessary) | No. of seats 3 per 100 |
7. **Latrine and Urinals for Women:** If women are employees, separate latrines and urinals separate from that for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule.
- Those for men shall be similarly marked "for men only" A poster showing the figure of a men and women and shall also be exhibited at the entrance of Latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.
8. **Latrines and Urinals :** Except in work places provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receipt able on dry-earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receiptables shall be tarred inside and outside at least once a year.
9. **Construction of Latrines:** The inside wall shall be constructed of masonry or stone materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in register maintained for this purpose, and kept available for inspection.
10. **Disposal of excreta :** Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by as, Director of Public Health of Municipal Medical Officer or Health at the case may be, whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6' layer of waste or refuse and than covering it up with a layer of earth for a fortnight (when it will turn in to manure).
11. **Provision of shelters during rest:** At every work place, there shall be provided free of cost two suitable sheds one for females and the other for rest for the use of labourers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.
12. **Crèches :** At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year , belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.
- i. Thatched huts
 - ii. Mud floors and walls.
 - iii. Planks spered over the mud floor and covered with matting.

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

- b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the Children of women workers.
 - c) The size of creche shall vary according to the number of women workers.
 - d) The crèche shall be properly maintained and necessary equipments like toys etc. shall be provided.
13. **Canteen:** A cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient.

CONTRACTOR'S LABOUR REGULATIONS

1. **Short title:** - These regulations may be called "The Odisha Public Works Department / Electricity Department Contractor's Regulations".
2. **Definition:** In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively,
that is say:
 - (a) "Labour" means workers employed by a contractor for work directly or indirectly through a sub-contractor or other person, by an agent on his behalf.
 - (b) Fair wages means wages whether for time or piece work prescribed by the **Soro Canal Division, Soro, Balasore, Odisha** provided that where high rates have been prescribed under the minimum wages Act 1948 wages at such higher rates would constitute fair wages (W.D. No.22059 dt,16.8.77)
 - (c) "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
 - (d) "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 ways, etc.:-**
The contractor shall:-
 - (a) Before he commences his work on contract display, and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in a conspicuous places on the work, notice in English and in the local Indian language spoken by the majority of the workers giving the rate of wage prescribed by State Public Works Department/ **Soro Canal Division, Soro, Balasore, Odisha** for the district in which the work is done.
 - (b) Send a copy of such notices to Engineer-in-charge of the work.
4. **Payment of Wages :-**
 - (a) Wages due to every worker shall be paid to him direct.
 - (b) All wages shall have to be paid in cash in current coin or currency or in both.
5. **Fixation of wages periods :-**
 - (a) The contractor shall fix the wage period in respect of which the wages be payable.
 - (b) No wage period shall exceed one month.
 - (c) Wage of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
 - (d) 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.
 - (e) All payment of wages shall be made on a working days.
6. **Wage book and wage cards etc.**

- 1) The contractor shall maintain a wage book of each worker in such forms as may be convenient, but the same shall include the following particulars:-
 - a) Rate of daily or monthly wages.
 - b) Nature of work on which employed.
 - c) Total number of days worked during each wage period.
 - d) Total amount payable for the work during each wage period.
 - e) All deductions made from the wages with an indication in each of the ground for which the deduction is made.
 - f) Wage actually paid for each wage period.
- 2) The contractor shall also maintain a wage card for each worker employed on the work.
- 3) The Executive Engineer may grant an exemption from the maintenance of wage bond, wages cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work

7. Fines and deduction, which may be made from wages.

- 1) The wages of a worker shall be paid to him without any deductions of any kind except the following.
 - a) Fines.
 - b) Deduction for absence from duty, i.e. from the place or places where by terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody' or for loss on money for which he is required to encout where such damage or loss is directly attributable to his neglect or default.
 - d) Any other deduction which the Odisha Government may from time to time allow.
- 2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing abuse against such fines or deduction.
- 3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to Five paise in a rupee of the wages payable to him in respect of that wage period.
- 4) No fine imposed on any worker shall be recovered from him by installments after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.

- 1) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- 2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts and 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 place on the work.

9. Preservation of register:

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

10 Powers of Labour Welfare Officers to make investigation or enquiry

The labour Welfare Officers or any other persons authorized by the Government of 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 provision 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 Officers:

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

12. Appeal against the decision of Labour Welfare Officers.

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of this 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 wage book, card to any of his worker or 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 his behalf.

14. Submission of return:

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

15. Amendment

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 the regulations the decision of the Labour Commissioner or any other persons authorized by the Government of Odisha in that behalf shall be final.

Clause 34 Deleted

Clause - 35 Deleted

Clause - 36The terms and conditions of the agreements have been read/ explained to me and certify that I/We clearly understand them.

1. ADDENDUM TO CONDITION OF CONTRACT:

1.1. The bidder / Tender whose bid has been accepted will be notified of the award by the Engineer-in-Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the "Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

1.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (ISD) and additional performance security in accordance with the provisions of the agreement.

1.3 The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the letter of acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

a) The notice inviting bid, all the documents including additional conditions specifications and drawing, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.

b) Standard P.W.D. Form P₁.

2. TIME CONTROL

2.1 Progress of work and Re-scheduling programme

- 2.1.1. The Executive Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.
 - 2.1.2. Before acceptance of tender successful bidder shall submit to the Engineer-in-Charge for approval and programme commensurate to clause no 3 showing the general methods, arrangements, and timing for all the activities in the works along with monthly cash flow forecast.
 - 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
 - 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress of the works does not conform to the programme to which consent has been given, the contractor shall produce, at the request of to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
 - 2.1.5. An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
 - 2.1.6. The Engineer-in-Charge's approval of the programme shall not after the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time. A revised programme is to show the effect of variations and compensation events.
- ### **2.2. Extension of the completion date.**
- 2.2.1. The time allowed for execution of the work as specified in the contract data shall be the essence of the contract. The execution of the works shall commence from the 15th Day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee / security deposit absolutely.
 - 2.2.2. As soon as possible after the contract is concluded the contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works, it shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in Clause – 2.1.3 above.
 - 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

For

- i. Abnormally bad weather, or
 - ii. Serious loss or damage by fire, or
 - iii. Civil commotion, local commotion of workmen, strike or lockout, by officers any of the heads employed on the work, or
 - iv. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Chief, in executing work not forming part of the contract.
 - v. In case of variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost, or.
 - vi. Any other cause, which in the absolute discretion of the authority mentioned, in contract data is beyond the contractor's control.
- 2.2.4 Request for re-schedule and extension of time, to be eligible for consideration shall be made by the contractor in writing fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing. Within 3 months of the date of receipt of such request, Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3 Compensation for delay.

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

This will also apply to items or group of items for which a separate period completion has been specified Compensation @ 1.5% per month or for delay of work, delay to be computed on per day basis.

The existing relevant provision in the original documents shall stand modified accordingly. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in Cl 2 (a) of P1 contract. The amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice the contract. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor files to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

2.4 Management Meetings

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

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

SPECIAL CONDITIONS OF THE CONTRACT

DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions will have the meanings here by assigned to them:

- a) Approved/Approval- Means approved in writing.
- b) Construction Plant- Means all equipments, appliances or things of whatsoever nature] required for the executing, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- c) Contract - Means the instruction and information for tenderers General and Special conditions of the contract, Technical specification, drawings, tender (including the] schedule of quantities and tender prices) the formal agreement and all agenda and: attachment related to the above.
- d) Contractor- Means the particular person, firm or Corporation with whom the contract; has been made for executing the work.
- e) Drawing - Means the drawings referred to in the specifications, any modifications of; such drawings approved in writing by the Executive Engineer, Executive Engineer Soro Canal Division, Soro such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.
- f) Engineer-in-charge - Means the Executive Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or subordinates to whom the Executive Engineer, in-charge may have delegated certain duties, acting separately within the scope of particular duties entrusted to them.
- g) Government - Means Government of Orissa, Department of Water Resources.
- h) I.S.S. / B.I.S. - Means Indian Standard Specifications/Bureau of Indian Standard.
- i) Temporary works - Means all temporary works of every kind required for the performance of the contract.
- j) SPECIFICATION - Whenever the terms" Specification" is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

PERIOD OF COMPLETION

The period of completion shall be 11(Eleven) calendar months as has been specified in Detail Tender Call Notice, from the date of issue of notice to proceed with the work.

3) LANGUAGE OF THE CONTRACT

All written material and correspondence in connection with the contract shall be in English.

4) REFERENCE MARKS AND BENCH MARKS

The basic centre lines, reference points and bench marks will be fixed by the Engineer-in-charge. The contractor shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all his bench mark and reference lines. He shall take precaution to see that the lines, points bench marks by the Department are not disturbed by his work and shall make good such damage.

- 5) **Defects Liability** - The contractor shall be responsible to make good of the defects at his own expense, which may develop or may be noticed before "the expiry of one year from the certified date of completion and which is attributable to **the** contractor. All notices of such defect shall be given to the contractor promptly. In case the contractor fails to make good of the defects, the Executive Engineer, **Soro Canal Division. Soro shall** employ other persons/ agencies to make good of such defect, and all expenses consequent thereof and incidental thereto, shall be borne by the contractor..

In the event Government takes over portions of works, as they are completed, the liability of the contractor under this clause for those portions shall extend to a period of one year from the actual date on which portions of the works are taken over to the possession of the Department. ;

- 6) **Setting out works** - The contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignments grade and levels as shown in the drawings and directed by Engineer-in-charge of the work and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instrument and shall co-operate with the Engineer-in-charge of work to check all alignments, grades, levels and dimension. Such checking shall not absolve the contractor of his own responsibility of maintaining the accuracy of the work.

7) ACCIDENTS.

It shall be the contractor's responsibility to protect against accidents on the works. He shall indemnify the Government against any claims for damage or for injury to person or property resulting from and in the course of work and also under the provision of the workmen's compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the

contractor shall within twenty four hours of such accident report in writing to the Executive Engineer, Soro Canal Division, Soro the fact stating clearly and in sufficient details the circumstances of such accidents on the subsequent action. All other accidents on the works involving injuries to persons or damage to property other than that of the contractor shall be promptly reported to Executive Engineer, Soro Canal Division, Soro stating clearly and in sufficient details the facts and circumstances of the accidents and action taken. In all cases the contractor shall indemnify the Government against all loss or damage resulting in directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fines if any payable by the government as a consequence of failure to give notice under workman's compensation act or failure to conform to the provisions of the said act -regard to such accident. In the event of an accident in respect of which compensation may become payable under the workman's compensation act - III of 1928 including a modifications thereof whether such compensation may become payable by the contractor or by the government as Principal Employer, the Executive Engineer Soro Canal Division Soro may retain out of money due and payable to the contractor such sum or sums of money as may be in opinion of the Executive engineer, Soro Canal Division Soro be sufficient to meet such liability. On receipt of award from the Labour Commissioner in regard to quantum of compensation, the difference in account will be reimbursed or recovered from the contractor.

8) ENGINEER-IN-CHARGE'S DECISION :

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract: drawing and contract specification, mode of procedure and the carrying out of the work. the decision of the Executive Engineer Soro Canal Division, Soro which shall be given in writing, shall be final and binding on the contractor. The Engineer-in-Charge's final authority applies to technical consideration and does not include decisions regarding sums due to or from the contractor for extension of time.

9) FORCE MAJEURE:

Neither party shall be liable to other for any loss or damages occasioned by or arising out of acts of God. Such as unprecedented flood, volcanic eruption, earthquake : other convulsion of nature and other acts such as but restricted to general strikes invasion, the act of foreign countries hostilities or war like operations before or after declaration of war, rebellion, military or usurped power which prevent performance : the contract and which could not have been foreseen or avoided by prudent person.

10) SETTLEMENT OF DISPUTE :

If the contractor considers any work demanded of him to be outside the requirements the contract or considers, any drawing record or ruling of the Engineer-in-charge, on any matter in connection with or arising out of the contract or carrying out of work to be unacceptable, he shall promptly ask the Engineer-in-charge in writing for written instruction or decision. There upon the Engineer-in-charge shall give his written instructions or decision within a period of thirty days of such request. Upon receipt of the written instruction or decision, the Contractor shall promptly proceed without delays to comply with such instruction or decision. If the Engineer-in-charge fails to give his

instructions or decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the instruction or decision of the Engineer-in-charge, the contractor may within thirty days after receiving instructions or decision of the Engineer-in-charge will approach to the higher authority who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Authority shall give his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal, which shall be binding upon the contractor.

11) CONSTRUCTION PROGRAMME

- i) The contractor shall have to submit the construction programme i.e. the Plan and Programme of execution for completion of the work in time, to the Engineer-in-charge through the concerned Sub-Divisional Officer within seven days from the date of execution of the Agreement. The Engineer-in Charge shall have to approve the said Construction programme by fixing a pragmatic mile stone with reference to -the provisions laid down under Clause 2(a) of. the CONDITION OF THE CONTRACT, for timely completion of the work and accordingly the work is required to be executed.
- ii) If the revised construction programme is required on account of non-completion of work for which Extension of Time is required or for disruption of the execution in the stipulated period, the contractor shall have to submit the same to the Engineer-in-charge along with the Extension of Time application, if extension of time is prayed for or immediately after disruption of the execution mentioning the clear reasons as the case may be , for revision of work programme. The decision of the Engineer-in-charge is final and binding on the contractor.
- iii) Time & quality of work is the essence of this contract. The bidder shall furnish the programme of carrying out the entire work, deployment of equipment and required technical qualified personnel, so that the work will be completed in all respect within the stipulated date provided. This schedule shall form part of the agreement. Engineer-in-Charge shall have the right to check at any time the deployment of personnel and equipment and proportionate progress of work as provided in the schedule.

12. With reference to Clause-10 of the condition of contract authorized, items of work beyond the Bill of Quantities of the Agreement shall be paid at the current schedule of rates. In order to execute the non schedule of extra item of work, if the Engineer-in-charge thinks it proper that the additional work which is neither included in Schedule of Rate nor in contract is to be executed by the same Agency and the Rate offered by the contractor is not acceptable to Engineer-in-charge the rate of the said extra item of work shall be derived on the basis of actual field observation in consultation with the contractor with provision of contractor's profit @ 10 % as envisaged in Schedule of Rate of Works Department, which shall be binding on both the parties. The programme of observation shall be mutually chalked out in a manner not to hamper the progress of work.

13. Materials if available in the store of the department may be supplied to the contractor at the issue price to be fixed by the Engineer-in-charge. The contractor will receive the materials himself or through his authorized agent and sign in the departmental receipt of the materials, carriage of materials from the departmental store to the work site will be done by the contractor at his own risk and cost.
14. The contractor shall make at his own cost housing accommodation, drinking water and provide medical aid to the labourers engaged on the work.
15. The right is reserved to increase or decrease in the quantities or items of works mentioned in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the contract work and such increase or decrease shall not be entitled for any compensation on this account except extension of time when considered necessary.
16. The contractor should keep himself in constant touch with the Engineer-in-charge for smooth execution of work and arrange for adequate labour and machineries depending on the workload and working place available. No claim for detention of labour or machineries on any account will be entertained.
17. The contractor will provide labour for giving alignments and profiles. All the materials necessary for such work will be supplied by the contractor and the profile is to be maintained at his own cost till the work is completed.
18. The rate for each work must include conveyance by all means, manual mechanical or both.
19. Under no circumstances, interest is chargeable for the dues or additional dues, if any, payable for the work.
20. **Measurement of each work shall taken as follows:**

Item rate payment as per bill of quantity will be made to the agency after satisfactory completion of the work and duly checked & approved by the competent authority. On completion of work the contractor shall be given a written notice to attend the final measurement. On receipt of the notice, the contractor must have to attend the final measurement failing which the measurement ex-parte shall be taken by the Engineer-in-charge which shall be binding on the contractor. In case of the abandonment of work, if it is decided by the Engineer-in charge that final measurements of executed work shall be taken, the same procedure shall be followed as in case of final measurement on completion of work. It is the responsibility of the contractor to make the site free from all

problems to take measurement by the Executive Engineer or his authorized officer Engineer-in-charge, the site is not free from problem for measurement and the contractor does not take any corrective measures to get rid of same, the Engineer-in-Charge shall make the site free from problem to take the: measurement at the cost of the contractor and to determine cost involved there of certificate by the Engineer-in-Charge for the purpose, shall be conclusive and binding.

21. The Engineer-in-charge shall decide the contractual matters in accordance with codes! rules and acts in vogue which shall be binding on both parties.
22. The work shall be executed in accordance with the technical specification which from part of the contract.
23. The contractor should engage local labour on priority basis during execution of the work.
24. The contractor should engage local labour on priority basis during execution of the work. The tenderer should inspect the site of work before tendering of the work and incase of any clarification should consult with the Engineer-in-Charge.
25. Any royalty or any taxes if any for executing the work will be borne by the contractor.
26. There will not be any compensation of extension of time granted for reasons of inadequate cash flow. No compensation / claim for delay in sanction of deviation / extra items and payment thereof will be admissible to contractor.
27. The contractor shall sign as a token of final acceptance on the plans, sections for the work prior to taking up the work for execution.
28. Water required for work will be arranged by the contractor at his own cost and carriage cost of sinking of well of any other arrangement from any source whether artificial o\ natural shall not be paid. This is treated as inclusive in his item rates.
29. Under no circumstances, interest chargeable for the dues or any additional dues, (ij any) payable. for the work shall be entertained.

30. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangements as may be required from time to time to protect the men, machinery, materials and the work under progress and. work for- which the measurements were recorded and payment made against damages either during working season or during the rainy season. The department accepts no liability whatsoever for any damage or loss of men, materials, machinery and work or any hindrance caused to the progress of work.
31. All correspondence with the tenderer will be made through post in the address given in the tender. The tenderer must mention in the tender, his correct postal address where letters can be delivered to him. The department will not be held responsible for non-receipt of any letter by the tenderer either for wrong address given by him or for his absence from the given address. The contractor must intimate any change in address for correspondence.
32. The contractor should take all precautions to protect the structures from flood damages at his own cost during the period of execution. Damages if any caused by the probable flood during monsoon till handing over of entire work will be made by the contractor at his own cost.
33. The authority reserves the right to revalue the contract with due notice.
34. An affidavit duly sworn in before Executive Magistrate / Notary shall be furnished, by the contractor along with tender papers about the authentication of tender paper, related documents including E.M.D..
35. Tenderers should furnish their past performance record duly certified by the Executive Engineer / Authority under whom they have executed works in order to judge their past performance.
36. Authority reserves right to revoke the contract with due notice.

TECHNICAL SPECIFICATION FOR PROCESSING LAND ACQUISITION FOR

MACRO IRRIGATION SYSTEM IN COMMAND AREA OF BARIKPUR BRANCH CANAL & ITS SYSTEM OF SALANDI LEFT CANAL & KESHARIPUR DIRECT MINOR UNDER SLMC.

PROJECT IN BRIEF

The integrated Anandapur Barrage project is located in Keonjhar, Bhadrak and Balasore District. This project aims to irrigate of 60000.00 Ha of CCA in Balasore & Keonjhar District. The present aim of this work is to acquire land of the following canals.

The Canal systems included under this package are

1. Kesharipur Direct minor under SLMC & its system.
2. Barikpur Branch canal & its system.

THE WORK

Land acquisition cases for Macro irrigation in commanded area of above mentioned Kesharipur Direct minor under SLMC &.Barikpur Branch canal & it's system of Salandi Left Main Canal from RD 44.179Km to RD 47.950Km.

1.0 MAIN CANAL

A major conveyance channel which takes off directly from the Bidyadharpur Barrage Project .

1.1 DISTRIBUTERIES:

A medium sized distribution channel which directly takes off either from Main Canal/ Branch Canal/ Major distributaries and has capacity between 1-10 cumecs.

1.2 MINORS :

A distribution channel of smaller size which usually takes off from the distributaries. But at times also takes off from Main or Branch Canals to deliver water to chak out-lets and has a capacity between 0.2 to 1.00 cumecs

1.3 SUB-MINORS (SM):

A comparatively smaller channel having capacity 0.03 to 0.2 cumecs which usually takes" off from minors to deliver water to chak-out lets away from the minors. In some cases the sub-minor also takes of directly from other bigger channels depending on the topography of the Ayacut.

1.4 CULTURABLE COMMAND AREA (CCA):

The area to be actually irrigated by any canal and is determined by the area s recorded in Record of Rights (ROR) maintained by the Revenue Authorities. This shall exclude the un-commanded area above.

2.0. INFORMATION AND INSTRUCTIONS:

2.1 SCOPE OF WORK

The scope of work under this contract consists of the following operations with the supply of all required equipment, personnel, materials and media. These are to be executed as per the detailed instructions and specifications laid down hereinafter and completed in four calendar months.

STAGE-1

- 2.1.1.** Preliminary data collection including collection of village (Cadastral) maps from Project authorities/Tahasil Office, ROR details from Project Office/Tahasil Office and recording the same in the computer media (Ref. Para 5.0)
- 2.1.2.** Verification & updating of village maps (Ref. Para 4.0) and ROR including verification of configurations and plots.
- 2.1.3.** Fixation of temporary Bench Marks (Ref. Para 6.0) including fixing of Bench Mark Pillars.

STAGE-II

- 2.1.4** Preparation and submission of various reports, maps plans drawings and documents (Ref. Para 8 & 9)

2.2 OBJECTIVE AND AIM OF THE CONTRACT:

The main objective of the contract is to obtain optimum solution for providing an efficient Macro-distribution system consisting of Distributaries/Minors/Sub-Minors for providing irrigation water up to chak outlets.

OTHER RELEVANT INFORMATIONS:

The command area as specified above is having different crop calendars Field survey will convenient during off crop period. Availability of temporary accommodation for survey part is remote. Tent accommodation is preferable. The bidders are advised to take care of this aspect for planning their survey programme and submit their bids accordingly.

2.3 INFORMATIONS AND DOCUMENTS TO BE SUPPLIED BY THE PROJECT AUTHORITIES:

The project Authorities will supply the following informations/ documents of receipt of requisition by the contractor.

- 2.3.1** Ayacut Map showing the alignment of Main Canal, Distributaries, Minor & Sub-Minors if available and contour at interval of 0.5M.

2.3.2. Design statement of Main Canal, if available.

3.0. **DETAILS OF WORK TO BE CARRIED OUT BY THE CONTRACTOR:**

3.1 **Village Map:**

The field survey is to be conducted with reference to and on the cadastral survey map i.e. village map of scale 1" = 330ft (16"-1 mile)

3.2 **Record of Right (ROR):**

Permanent ownership record of land maintained by the Revenue Authority is to be procured by the tender for preparation of land scheduled and village data base.

3.3 **Procurement of village Map & ROR:**

The village maps and ROR details are available with Tahsildar, Collectorate and locally or at the Central Office at Cuttack and are to be procured by the contracting Agency at his own cost. The Engineer-in-Charge will however render assistance in giving introductory reference to requirements of Maps for official and obnafide purpose.

4.0 **VERIFICATION AND UPDATING OF MAPS:**

4.1 The tenderer shall carry out reconnaissance survey in the field to verify if the layout of canal system and position of H/R tally with RDS and ground conditions. Other important features like village and plot boundaries. Agricultural plots house hold plots, water bodies like tank stream, nallah etc. roads, cart tracks, electric line, crematory, Abavadi, Gochar land, village forests etc. as show and recorded in the village map and ROR are to be verified with the ground status.

- 4.2 The important features listed in Para 4.1 above are to be marked on the village map, if these are not shown on the village map as per actual.

5.0 **Digital Village Maps (DVM):**

After the village maps are procured from the Revenue Authority / Project Authority and verified with found condition, the same shall be digitized with the use of electronics scanner and restore to vector conversion software or manually by the use of electronic digitizer and stored in computer media (floppy disk or magnetic tapes), later to be used for survey, planning and designing of Macro Irrigation system. While digitizing following points are to be incorporated.

- a. Each plot with its ownership boundary to be marked in the verified village map is to be stored as one separate entity in the graphical data base.
- b. Coordinates of all corners of the plot (ref. Para 7.0) and one central point and all such points selected for spot levelling are to be recorded as attributes along with the plot number in standard DBMS format compatible with dBase III.
- c. The accuracy of digitisation shall be such that for any plot, deviation shall not be more than $\pm 2\%$ in the perimeter.
- d. The output of such digitization shall be in Auto Cad compatible format, (AutoCAD is a product of Auto Desk-Inc).

5.1 **Land Information System (LIS):**

- i) After all individual verified village maps are digitized as detailed in Para 5.1 the individual DVM of each Minor Service Area (MSA) are joined together with the CAD software to form the Survey Number Mosaic (SNM), which is the graphic land information data base.
- ii) A thematic Village Data Base (VDB) from ROR shall be created with the use of either suitable DBMS software compatible with CAD software used for preparing SNM or suitable GIS software. Following features of each plot shall be recorded in this VDB.

- a) Village Name
 - b) Thana No.
 - c) Plot No.
 - d) Area
 - e) Type of Land
 - f) Owner's Name
- iii) Above SNM (Graphic) and VDB (Thematic) files shall be linked to form the Land Information System (LIS) which can be later used for preparation of Digital Land Map (DLM) with the ground contours drawn digitally on it as detailed in Para7.4.

6.0. DIGITAL LAND MAP (DLM):

The contour map shall be prepared for each MSA in joining the village map. shall be taken to see that the levels and their horizontal co-ordinates transferred to the partly completed LIS and topographic database completed. Then with the use of suitable DTM/Customized software's (Quick - Surf, DCA's - DTM or Grapher etc.) the contours shall be drawn and the DLM completed. Where the area is large instead of one Digital Land Map there can be two or more maps, but in those cases these shall be an overlap of at least 5 cm. on all the sides . These maps shall be utilised for preparation of Irrigation Information Svstem (IIS). These shall be utilised for delineating high spots and critical spots in the chaks for finalizing the F.S.L. required at chak head. Any major discrepancy with S.O.I. contours (Para 2.3.1) shall be brought to the notice of Engineer-In-Charge and jointly sorted out.

- 6.1** On completion of the above, the digital land maps and LIS shall be submitted along with a summary report on preliminaries and survey to the Engineer-in-Charge in five copies for approval. After the approval by the Engineer-in-Charge is communicated, the offerer may proceed with alignment survey and planning of macro distribution system.

7.0. PREPARATION OF LAND SCHEDULE AND LAND PLANS:

The land-plans and land-schedules are required for preparation of land 'acquisition proposals for acquiring (and for the channels.

The Village will be treated as one unit for preparation of Land Acquisition proposal and instead of channel-wise proposal the village-wise proposal up to sub-minor level is to be formulated.

Utmost care should be taken for preparation of land -plan and land-schedule,

The width of land for a particular channel is to be correctly assessed keeping provision for spoil banks for excavation of canal in deep cutting zone. The width of land to be acquired should be certified by the Engineer-in-Charge before preparing Land-Plans.

The land-schedule should be certified by the concerned Tahasildar. This certificate is to be arranged by the contractor.

The Contractor/Firm has to prepare the property statement coming within acquired land and have to collect sale statistics or estimate duly certified by the Engineer-in-Charge." The property statement shall be furnished in the requisite formats as per LA provisions i.e. Tree schedule, House Schedule, Well and Tank schedule etc. Before submission of 11 (1) proposal, the contractor/Firm shall conduct Gram Sabha taking the help from Special Land Acquisition Officer of the project or his authorised representative and Engineer-in-Charge concerned.

Substitute Land proposal shall be furnished for Gochar land, Cremation ground/Grave yard etc. and other such land being used for public purpose as per the provisions in LA Act.

8.0. REPORTS & DOCUMENTS FOR APPROVAL:

The Contracting Agency shall have to furnish the following documents/reports for approval. The documents/reports should be submitted in the prescribed formats annexed to these technical specifications.

- a. Village maps showing the correct alignment of channels with contours after the alignment survey.
- b. Village-wise land plan and land-schedule along with the schedule of properties required for submission of 11(1) proposal.

9.0. SUBMISSION OF FINAL REPORTS/DOCUMENTS/PLANS & DRAWINGS:

The Contracting Agency has to furnish following Reports/documents/Maps/Plans and Drawings to the Engineer-in-Charge.

- i. to vi Deleted.
- vii. Land-Plans & land schedule drawn on tracing cloth in Indian ink for each village - 18 copies for each case (Two tracing-copy and 16 blue print copies) and schedule of properties 10 copies each .

Note: The text & drawing shall be stored in computer media (compact Disk, 80MB) in Word Star or Word Perfect ad Auto CAD compatible formats respectively and given to the Engineer-in-Charge along with the final prints of the report and drawing volumes in required copies shall be of A4 size ad spiral bounded with laminated/plastic coated hard covers.

10.0. In addition to the above reports/documents/plans and maps, the Contracting Agency has to furnish the following additional documents

i) The following documents in complete shape required for notification of 11(1) proposal village wise are to be submitted by the agency to the Executive Engineer, Soro Canal Division, Soro for onward transmission to the land acquisition authority for detail verification. Any error pointed out by the land acquisition officer in the documents to be complied by the agency from time to time till finalization of the notification of 11(1) proposal by the revenue department.

ii) **The payment to the agency will be disbursed after completion of the above process as per agreement after area notified by the revenue authority.**

CHECK LIST:-

1. Revised administrative approval & environment clearance certificate
2. No objection certificate (With regard to acquisition of land on any general or specific ground)
3. No possession certificate
4. Form -4(Form of notification)
5. Certificate of non- schedule area
6. Original village map-1 copy
7. Land plan map-16copies (Signed by Amin/JE/AE/AEE/EE)
8. Tracing paper land plan-1 copy -do-
9. Tracing cloth land plan-2copies -do-
10. Land sechedule-7copies -do-
11. R.O.R original -lcopy (Attested by Tahasildar)
12. 'A' form-7copies with forwarding letter duly signed by the agency, Amin/JE/AE/AEE/EE

Note: The text & drawing shall be stored in computer media (compact Disk, 80 MB) In Word Star or Word Perfect and Auto CAD compatible formats respectively and given to the Engineer-in-Charge along with the final prints of the report. and drawing volumes in required copies shall be of A4 size ad spiral bounded with laminated/plastic coated hard covers.

SI No.	Name of canal	Offtaking from		Length of canal in mtr	Width of canal in mtr.	Canal area in sqm
		canal	RD in mtr			
1	BARIKPUR BRANCH CANAL	SLMC	48900	15865	50	793250
2	DAHISARA MINOR -1R	BARIKPUR BRANCH CANAL	310	5840	30	175200
3	SUB MINOR 1L	DAHISARA MINOR -1R	2516	3090	20	61800
4	BR MINOR 1R	SUB MINOR 1L	1525	1880	30	56400
5	NALAKABANDHA MINOR 2R	BARIKPUR BRANCH CANAL	5530	5268	30	158040
6	KORADA DISTRUBUTARY	BARIKPUR BRANCH CANAL	6205	9030	35	316050
7	THALA MINOR-1R	KORADA DISTRUBUTARY	750	9150	30	274500
8	SUB MINOR 1L	THALA MINOR 1R	1288	1214	20	24280
9	SUB MINOR 2L	THALA MINOR 1R	2310	4020	20	80400
10	PURANA MINOR 2L	KORADA DISTRUBUTARY	2412	1938	30	58140
11	SUB MINOR 1L	PURANA MINOR 2L	550	1995	20	39900
12	GANDASTHAPUR SUB MR 3R	KORADA DISTRUBUTARY	4340	962	20	19240
13	SAUD SUB MINOR-4R	KORADA DISTRUBUTARY	4730	720	20	14400
14	THALSARA SUB MINOR-5L	KORADA DISTRUBUTARY	5814	1370	20	27400
15	KOCHIKOILI SUB MINOR-O6	KORADA DISTRUBUTARY	6965	2217	20	44340
16	BEDAMUNDA SUB MINOR-7R	KORADA DISTRUBUTARY	7800	1896	20	37920
17	PODAIHA TAIL SUB MINOR-1R	KORADA DISTRUBUTARY	9030	1490	20	29800
18	PODAIHA TAIL SUB MINOR-2L	KORADA DISTRUBUTARY	9030	554	20	11080
19	BAJIPUR MINOR-3L	BARIKPUR BRANCH CANAL	6830	6280	30	188400
20	SUB MINOR-1R	BAJIPUR MINOR	3275	1980	20	39600
21	BRAHAMAPUR MINOR-4R	BARIKPUR BRANCH CANAL	9815	8490	30	254700
22	NADIGIRA MINOR-5	BARIKPUR BRANCH CANAL	10875	480	30	14400
23	LAXMINARAYANPUR PATNA DY-2R	BARIKPUR BRANCH CANAL	11555	5215	35	182525
24	ALADA MINOR-1R	LAXMINARAYANPUR PATNA DY	710	8315	30	249450
25	SUB MINOR-1R	ALADA MINOR 1R	1810	545	20	10900
26	SUB MINOR-2R	ALADA MINOR 1R	2910	600	20	12000
27	SUB MINOR-3R	ALADA MINOR 1R	4270	1550	20	31000
28	SUB MINOR-4L	ALADA MINOR 1R	4425	2490	20	49800
29	SUB MINOR-5L	ALADA MINOR 1R	6760	1050	20	21000
30	PATRIPUR MINOR	LAXMINARAYANPUR PATNA DY	4793	3087	30	92610
31	MAHARUDRAPUR TAIL MINOR	LAXMINARAYANPUR PATNA DY	5215	1400	30	42000

32	ODISHAL MINOR-6L	BARIKPUR BRANCH CANAL	12440	4825	30	144750
33	SUB MINOR 1L	ODISHAL MINOR 6L	670	925	20	18500
34	SUB MINOR 2L	ODISHAL MINOR 6L	1535	660	20	13200
35	ARALA MINOR-7L	BARIKPUR BRANCH CANAL	13670	2705	30	81150
36	TALPADA MINOR 8R	BARIKPUR BRANCH CANAL	14145	7185	30	215550
37	SUB MINOR 1R	TALAPADA MINOR 1R	2256	855	20	17100
38	SUB MINOR 2R	TALAPADA MINOR 1R	2495	1470	20	29400
39	PINGHAPALI TAIL MINOR 2R`	BARIKPUR BRANCH CANAL	15865	1415	30	42450
40	SUB MINOR 1R	PINGHAPALI TAIL MINOR 2R	1415	608	20	12160
41	SRIJANG TAIL MINOR	BARIKPUR BRANCH CANAL	15865	6655	30	199650
42	SUB MINOR 1L	SRIJANG TAIL MINOR	2452	2175	20	43500
43	KESHARIPUR DIRECT MINOR UNDER SLMC	SLMC	46070	2570	30	77100
44	SUB MINOR 1R	KESHARIPUR DIRECT MINOR	90	1380	20	27600
45	SUB MINOR 2L	KESHARIPUR DIRECT MINOR	110	450	20	9000
					Total	4341635