

# OFFICE OF THE PANCHAYAT SAMITI, RAYAGADA

PO: RAYAGADA, PIN: 761213, DISTRICT: GAJAPATI, ODISHA

Identification No. -2/2021-22, PS Rayagada Advertisement No. 2254

Date:- 01.12.2021

The Block Development Officer, Rayagada on behalf of Governor of Odisha invites percentage rate bids in sealed cover for the construction of work detailed in the table from eligible Class of Contractors registered with the State Government and the Contractors of equivalent Grade / Class registered with the Central Government / MES / Railways for execution of Civil works. A bidder may submit the bid for one or more work out of the following works. The amount put to tender may be changed and confirmed at the time of sale of tender documents.

| Sl. No. | Name of the Work and identification no.  | Amount put to tender in rupees | EMD to deposit(1% of the tender amount) | Cost of tender documents including VAT @ 5% (non refundable) | Class of Contractor | Period of completion of the work |
|---------|--|--------------------------------|---|--|---------------------|----------------------------------|
| 1       | 2  | 3                              | 4                                       | 5  | 6                   | 7                                |
| 1       | Construction of new primary school at Baraghara New Colony, Gangabada GP of Rayagada Block, Gajapati<br><b>Identification No. 2/2021-22 PS, Rayagada</b> | 14,26,294                      | 14,263.00                               | Rs.6000/- + Rs. 300/-  | D & C               | Three months                     |

The detail terms & conditions please visit our web site <http://gajapati.nic.in>

Any corrigendum/Addendum can be seen in the website <http://gajapati.nic.in>

  
Block Development Officer,  
Rayagada (Gajapati)

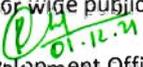
### **TERMS AND CONDITIONS.**

1. The Tender paper containing specifications, the schedule of quantities and the set of Terms & Conditions of contract etc. will be available in the Websites <http://gajapati.nic.in> from **02.12.2021** and can be downloaded from the aforesaid Websites.
2. The Tenderer may download the tender paper from the website as specified and submit through Regd. Post / Speed post on or before **14.12.2021** the tender papers along with the required amount of tender cost of Rs.10,000/- (in case downloaded from website) in shape of Bank Draft / Bankers Cheque issued in favour of the BDO, Rayagada payable at Rayagada. In this case the undersigned is not responsible for any addition, omission or deletion in the downloaded tender paper.
3. Bid document can be purchased from the Office of the undersigned on deposit of non-refundable amount of Rs. 6,300/- on cash during office hours on all working days from **02.12.2021 to 14.12.2021 (10.30 am to 4.30 PM)**
4. The EMD is to be deposited duly pledged in favour of BDO, Rayagada in shape of NSC/POTD/KVP along with the Tender paper, without EMD no tender paper will be entertained. Transfer or adjustment of EMD/differential/initial security deposit (ISD) will not be entertained.
5. Bank Draft/Banker's Cheque/NSC/POTD/KVP towards paper cost amount, EMD amount and differential amount should be submitted along with the Tender paper.
6. The tender paper have to be submitted in sealed cover for the work indicating on the cover "TENDER PAPER FOR PANCHAYAT SAMITI,RAYAGADA" mentioning the name & ID number of the work on the top of the cover.
7. If the Tenderer quoted his rate more than 10% less of the scheduled amount, he should pledge the less amount i.e. difference between net quoted amount by the contractor and 90% of approved tender scheduled amount in favour of the B.D.O., Rayagada in shape of NSC/POTD/KVP etc. along with the tender paper.
8. The sealed tender paper must be accompanied with attested copies of valid and up to date GST for the year,2020-21,2021-22 ITCC/PAN Card, valid contract license and EMD ,No relationship Certificate, Bid security, Cost of documents (Non-refundable) as per column 5 above in separate envelop mentioning cost of tender papers and an affidavit about the authentication of documents produced without which the tenderer will be liable for rejection. The No-relation Certificate should be in the specific format as per OPWD F-2 clauses. Tenderers or their authorized representative should be present with their original documents for verification at the time of opening of tender.
9. The bids will be opened on **15.12.2021 at 11.00 am.** in the Office of the Panchayat Samiti, Rayagada located at Rayagada, Gajapati in presence of the Tender Committee & Bidders or their Authorised Agents who wish to attend. If the Office happens to be closed on the last date of the receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
10. Non submission of any required documents and papers submitted without signature shall be liable for rejection.
11. The tender papers will be received by Registered Post / Speed Post only on or before **14.12.2021 by 05.00 PM.** No tender papers will be received by hand. The undersigned will not be responsible for any delay in postal services.
12. The defaulting / black-listed Contractor will not be allowed to participate in the above tender. An undertaking in this effect is mandatory.
13. No grace is allowed to SC & ST licensee unless claimed.
14. The Engineer contractors seeking exemption of EMD is to enclose an affidavit regarding the nos. of tenders they have participated with exemption of EMD during the current financial year 2019-20 , 2020-21,2021-22.

15. The bidder who will be awarded the bid shall deposit the required amount and execute the agreement within seven days of receipt of letter of acceptance and will start the work within 15 days of receipt of work order. On failure of the above, the deposited amount of the awardee will be forfeited automatically.
16. The authority reserves the right to reject/cancel any or all tenders without assigning any reasons thereof at any point of time.

  
Block Development Officer,  
Rayagada.

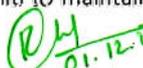
Memo No. **2255** Dt. 01.12.2021  
Copy to Notice Board of all Blocks of Gajapati District /Executive Engineer  
RD/MI/Works/RWS&S Gajapati / Sub-Collector, Paralakhemundi / Collectorate, Gajapati for wide publicity.

  
Block Development Officer,  
Rayagada

Memo No. **2256** Dt. 01.12.2021  
Copy to DIPRO, Gajapati for wide publicity through two Odiya daily & one English  
daily news papers limiting to Rs. 10,000/- each towards publishing cost.  
Copy to D.I.O., NIC, Gajapati for information. He is requested to webhost the tender  
notice in the Dist. Website by **02.12.2021** for wide publicity.

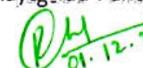
Copy to AEE/CDPO/ J.E concerned/Head Clerk/Cashier, Rayagada Block for  
information.

Copy forwarded to the IIC, Rayagada Police Station for information. He is requested  
to deploy Police personnel on **15.12.2021 before 11.00** am. at Rayagada Panchayat Samiti to maintain possible law &  
Orders situation.

  
Block Development Officer,  
Rayagada

Memo No. **2257** Dt. 01.12.2021  
Copy submitted to the Project Director, DRDA, Gajapati / PA, ITDA,  
Paralakhemundi for favour of kind information.

Copy submitted to the Chairman / Vice Chairman of Rayagada Panchayat Samiti for  
favour of kind information.

  
Block Development Officer,  
Rayagada.

|   |  |
|---|--|
| <b>Name of the work :- Construction of P School at New Baraghara Colony .</b> |  |
| <b>Identification No:-</b>  | <b>PS Rayagada</b>   |
| <b>Name of the Bidder:-</b>   |  |
| 1   | Estimate Cost 1750000 .00                                  |
| 2   | Amount put to Tender Rs 14,26,294-00                       |
| 3   | EMD required including VAT Rs 14,500-00                    |
| 4   | Time of completion   |
| 5   | Cost of Tender Paper including VAT Rs 6000 .00             |
| 6   | Class of contractor D & C                                  |
| 7   | Date of Sale & receipt of tender paper up to 5 pm          |
| 8   | Date of opening at 11 am in the office of Panchayat Samiti |

### SCHEDULE OF WORKS

| SI<br>N | Description of works   | No. or<br>Quantity | Unit | Estimate rate |   | Amount Rs<br>P |
|---------|--|--------------------|------|---------------|---|----------------|
|         |  |                    |      | Figure        | Words   |                |
| 1       | Earth work excavation in foundation in stony soil in foundation and plinth including rough dressing and levelling the bed and depositing the excavated earth   | 58.39              | cum  | 295.74        | Two hundred ninety five rupees and seventy four paise only              | 17268.00       |
| 2       | Filling in foundation and plinth with sand in layers well watered and rammed including cost, conveyance, royalty of all the materials required for the work labour with  | 41.71              | cum  | 697.88        | Six hundred ninety seven rupees and eighty eight paise only             | 29109.00       |
| 3       | Cement Concrete of proportion(1:3:6) in foundation and plinth using 4cm size clean hard black granite metal of approved quality from approved quarry including hoisting, lowering and laying in layers not   | 19.05              | cum  | 4862.95       | Four thousand eight hundred sixty two rupees and ninety five paise only | 92639.00       |
| 4       | R.R.H.G stone masonry in cement mortar (1:6) in foundation and plinth with hard black broken granite stone of approved size and quality form approved quarry   | 37.88              | cum  | 3385.9        | Three thosand three hundred eighty five rupees and paise only           | 128258.00      |
| 5       | WBCB brick masonry in cement mortar (1:6) in super structure using clamp burnt bricks of 9" size including splays cutting, circular moulding, chamfering and cur belling, watering and curing etc. complete including cost, conveyance, royalty, taxes | 31.7               | cum  | 4444.00       | Four thousand four hundred fourty four rupees and zero paise only       | 140875.00      |
| 6       | R.C.C work with M25 in C.C(1:1½:3) using   |                    |      |               |   |                |
| a       | Plinth band, colum base  | 10.65              | cum  | 5767.70       | Five thousand seven hundred sixty seven rupees and seventy paise only   | 61426.00       |
| b       | Colum & beam   | 9.00               | cum  | 13034.65      | Thirteen thousand thirty four four rupees and sixty four paise only     | 117312.00      |

|    |   |        |      |         |   |           |
|----|---|--------|------|---------|---|-----------|
| c  | Lintel Band (ground floor)  | 1.30   | cum  | 9313.31 | Nine thousand three hundred thirteen rupees and thirty one paise only   | 12107.00  |
| d  | Slab Ground floor   | 13.44  | Cum  | 9996.16 | Nine thousand nine hundred ninty six rupees and sixteen paise only      | 134348.00 |
| e  | Chajja Ground floor   | 17.27  | Sqm  | 838.71  | Eight hundred thirty eight rupees and seventy one paise only            | 14485.00  |
| 7  | Straightening bent up or coiled M.S.rods including cutting, bending and binding, cranking, hooking, welding or jointing (if required) the M.S.rods and binding wires and tying the grills hoisting, placing in proper position as required for R.C.C. | 37.58  | qntl | 7655.97 | Seven thousand six hundred fifty five rupees and ninty seven paise only | 287711.00 |
| 8  | 20mm th Cement plaster in C.M (1:4) to stone work finished smooth including watering curing and scaffolding with cost, conveyance, royalty, taxes of all the materials required for the work with all labour, T&P etc. complete in all respect as     | 112.02 | sqm  | 225.43  | Two hundred twenty five rupees andfourty three paise only               | 25253.00  |
| 9  | 16mm th Cement plaster in C.M (1:6) to brick work finished smooth including watering curing and scaffolding with cost, conveyance, royalty, taxes of all the materials required for the work with all   | 169.83 | sqm  | 202.18  | Two hundred two rupees and eighteen paise only                          | 34336.00  |
| 10 | 12mm th Cement plaster in C.M (1:6) to brick work finished smooth including watering curing and scaffolding with cost, conveyance, royalty, taxes of all the materials required for the work with all   | 169.83 | sqm  | 142.66  | One hundred forty two rupees and sixty six paise oly                    | 24228.00  |
| 11 | 20mm th Cement plaster in C.M (1:6) to grading smooth including watering curing and scaffolding with cost, conveyance, royalty, taxes of all the materials required for the work with all labour, T&P etc   | 24.61  | sqm  | 213.64  | two hundred thirteen rupees and sixty four paise only                   | 5258.00   |
| 12 | supplying ,fitting ,fixing of Ceramic tiles in floor in 25 mm thick cp(1:1) incuding cost of all material &all labour & as per direction of E I C etc complete  | 6.30   | sqm  | 1001.77 | one thousand one rupees and seventy seven paise only                    | 6311.00   |
| 13 | supplying ,fitting ,fixing of ceramic tiles in dados in 25 mm thick cp(1:1) incuding cost of all material &all labour & as per direction of E I C etc complete  | 30.24  | sqm  | 1050.19 | One thousand fifty rupees and ninteen paise only                        | 31758.00  |
| 14 | Distempering two coat over a coat of white washing etc complete.  | 269.64 | sqm  | 74.57   | seventy four rupees and fifty seven paise only                          | 20107.00  |

|                                |  |   |     |        |   |            |
|--------------------------------|--|---|-----|--------|---|------------|
| 15                             | Weather coat painting two coats over a coat of white including cost of all material & all labour ,all tax etc complete   | 364.65  | sqm | 83.26  | eighty three rupees and twenty six paise only           | 30361.00   |
| 16                             | Supplying fitting fixing of angle iron shutter choukath made out of angle with grill for . door & window including cost, | 1889.79                                       | Kg  | 75.00  | seventy five rupees and zero paise only                 | 141734.00  |
| 17                             | Labour for fitting & fixing of grills etc complete.  | 53.99   | sqm | 70.10  | Seventy rupees and ten paise only                       | 3785.00    |
| 18                             | Painting two coats over a coat of primer including cost ,conveyance & royalty etc  | 121.49  | sqm | 192.80 | one hundred ninty two rupees eighty paise only          | 23423.00   |
| 19                             | 6 mm thick C P (1:4) over concrete surface etc complete.   | 99.81   | sqm | 156.76 | One hundred fifty six rupees and seventy six paise only | 15646.00   |
| 20                             | 25mm thick AS flooring in CC(1:2:4) using 12 mmsize of chips to complete.  | 91.6  | sqm | 311.75 | Three hundred eleven rupees and seventy five paise only | 28556.00   |
| Total estimated cost in figure |  |   |     |        | Rs  | 1426294.00 |
| Total estimated cost in word   |  | Fourteen lakh twenty six thousand two hundred |     |        |   |            |

Total twenty item only

ninty four Rupees only .

I Sri/Smt..... S/O /W/O.....

village.....Thana.....Post.....Quote.....% less

/ more/equal to estimated rate and my quoted value comes to

Rupees(.....)only.

No. of correction

No. of over writings

No. of interpolations.

Signatur of the Contractor

Addl. Project Director,(Tech.)  
DRDA, Gajapati

Block Development Officer,  
Rayagada

10 Tender schedule re approved for 2,14,26,294/2 C.C. Rupees fourteen lakh twenty six thousand two hundred ninty four) only.

Administratively Approved  
for Rs..... (Rupees ..  
..... only

Executive Engineer,  
(Civil - Addl. P. (Tech.)  
DRDA (Gajapati)

# F<sub>2</sub> AGREEMENT

No. \_\_\_\_\_

- 1) Name of Work \_\_\_\_\_
- 2) Sanctioned Estimate No. \_\_\_\_\_
- 3) Name of Contractor \_\_\_\_\_
- 4) Agreement value \_\_\_\_\_
- 5) Authority of acceptance \_\_\_\_\_
- 6) Date of Commencement \_\_\_\_\_
- 7) Stipulated Date of Completion \_\_\_\_\_
- 8) Extension of time granted upto \_\_\_\_\_
- 9) Authority and No. & Date in which extension of time granted \_\_\_\_\_
- 10) Reference to Letter No. & Date in which the copy of agreement submitted to :
  - (i) Superintending Engineer \_\_\_\_\_
  - (ii) Chief Engineer \_\_\_\_\_
  - (iii) Accountant General (A&E)  
Puri Branch, Puri \_\_\_\_\_

Certified that the Agreement contains  
( \_\_\_\_\_ ) number of pages only.

**Executive Engineer**

## REFERENCE TO PAYMENT OF BILLS

| Sl.No. of bill | M.B.No. | Page No. | Voucher No. | Date | Amount of the bill | Gross Amount | Initials of D.A.O. |
|----------------|---------|----------|-------------|------|--------------------|--------------|--------------------|
| 1              |         |          |             |      |                    |              |                    |
| 2              |         |          |             |      |                    |              |                    |
| 3              |         |          |             |      |                    |              |                    |
| 4              |         |          |             |      |                    |              |                    |
| 5              |         |          |             |      |                    |              |                    |
| 6              |         |          |             |      |                    |              |                    |
| 7              |         |          |             |      |                    |              |                    |
| 8              |         |          |             |      |                    |              |                    |
| 9              |         |          |             |      |                    |              |                    |
| 10             |         |          |             |      |                    |              |                    |
| 11             |         |          |             |      |                    |              |                    |
| 12             |         |          |             |      |                    |              |                    |
| 13             |         |          |             |      |                    |              |                    |
| 14             |         |          |             |      |                    |              |                    |
| 15             |         |          |             |      |                    |              |                    |

# ODISHA PUBLIC WORKS DEPARTMENT

( FORM F<sub>1</sub> )

## ITEM RATE TENDER AND CONTRACT FOR WORKS

General Rules and directions for the guidance of contractors.

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on 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 for submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Sub-divisional officer / Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer / Executive Engineer during 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 Public Works Department and their issue rates shall be filled in and completed in the office of the Sub-divisional Officer / Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

5. Any person who submits a tender shall fill up the usual printed forms stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by a treasury chalan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works, shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope. Cash deposits for earnest money here in before mentioned shall be made in Govt. treasuries and the chalan there of should be enclosed with the tender.

EXECUTIVE ENGINEER  
CONTRACTOR

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CONTRACTOR

6. The Engineer or his duly authorised assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being rejected the chalan for the earnest money forwarded therewith shall thereupon be returned to the tenderer with a pay order for the amount of the earnest money.

7. The Engineer shall have the right of rejecting all or, any of the tenders.

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

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

9. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Executive Engineer. Govt securities may be endorsed to the Executive Engineer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

10. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10 percent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deductions of 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.

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

CONTRACTOR

2

EXECUTIVE ENGINEER



| Item No. | Item of work | RATE TENDERED |    | Per- |          |
|----------|--------------|---------------|----|------|----------|
|          |              | In figure     |    |      | In words |
|          |              | Rs.           | P. |      |          |
|          |              |               |    |      |          |

CONTRACTOR EXECUTIVE ENGINEER

CONTRACTOR EXECUTIVE ENGINEER



9

| Item No. | Item of work | RATE TENDERED |    | Per- |          |
|----------|--------------|---------------|----|------|----------|
|          |              | In figure     |    |      | In words |
|          |              | Rs.           | P. |      |          |
|          |              |               |    |      |          |

CONTRACTOR

8

EXECUTIVE ENGINEER

| Item No. | Item of work | RATE TENDERED |    | Per- |          |
|----------|--------------|---------------|----|------|----------|
|          |              | In figuro     |    |      | In words |
|          |              | Rs.           | P. |      |          |
|          |              |               |    |      |          |

CONTRACTOR

9

EXECUTIVE ENGINEER

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

Dated the

Day of

Signature of Contractor

Signature of witness to one tenderers signature.

Witness - \*

Address -

Occupation -

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

Dated the

Day of

Signature of the officer by whom accepted.

CONTRACTOR

10

EXECUTIVE ENGINEER

REVERSE SIDE

# CONDITIONS OF CONTRACT

12

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

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 the work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to half percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday 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 the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed and three fourth of work before three fourth of such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

As per circular No.3734 / W Dt.26.02.2000 of works department.

(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 rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in full at a time 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 the Government.

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 the left over work will be realized from the contractor as penalty.

As per No.10639 Dt.27.05.2005 of works department.

ii) Security deposit of the contractor shall be refunded only one year after date of completion of the work provided the final bill has been paid and defects if any rectified. However, in case of Projects executed with externally aided fund, security deposit is to be refunded as outlined there in.

As per No.17823 dt.11.10.06 of Works Department

CONTRACTOR

11

EXECUTIVE ENGINEER

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

**Clause-3.** In any case in which any of the powers conferred upon the Executive Engineer by clause 3 here of, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions here of and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor of which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force the powers vested in him under the preceeding clause may be, if he so desires, take possession of all or any tools plants, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Executive Engineer, whose certificate thereof shall be final, otherwise the Executive Engineer may send a notice in writing to the contractor or his clerk of the works, foreman or other authorised agent required; him to remove such tools; plants, materials, or stores from the premises( with in a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them 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 any such removal and the amount of the 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 sale contractor's plant

Extension of time

**Clause-4.** If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall if he feels that the grounds shown is reasonable may authorise such extension of time as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor on the claims for compensation, if any, for delay

Final certificate

**Clause-5.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all scaffolding surplus materials and rubbish, and cleared off the dirt from 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 possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the public works department in accordance with the rules of the department whose measurement shall be binding and conclusive against the contractors. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer in Charge may at the expense of the contractor remove such scaffolding materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

**Sub-clause to clause-5.** If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilisation of a portion of the work completed in no way interferes with the progress of rest of the work, the same may be occupied or utilized by or on behalf of the Government under the written order of the Engineer -in -Charge. This will not impede the right of the Engineer-in-Charge to get the defects, if any, rectified by the contractor at his (Contractors) own cost within six months from the date of completion of he whole work, provided that the contractor will not be allowed any other compensation in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

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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 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge or his subordinates 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.

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

Provided that if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilful work to be removed and taken away and reconstructed or re-erected or any part thereof in any respect or accrual of any claim nor shall it conclude, determine or effect in any way the powers of Engineer-in-Charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in other way vary or affect the contract.

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

Clause-8 If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or 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 price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as, in any way, to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then, due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Stores supplied by Govt.

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

Clause-8 (b): Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-Charge and so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials.

It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However, extension of time for completion of work can be granted on timely application by the contractor vide also Clause-4.

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EXECUTIVE ENGINEER

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

Alteration in specification & design.

Do not invalidate contracts.

Extension of time in consequence of alterations.

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

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

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

**Clause-10** The Engineer-in-Charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary & advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

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

The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-Charge for the additional work 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 or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

**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 the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

CONTRACTOR

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EXECUTIVE ENGINEER

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

Action and compensation payable in case of bad work.

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

Work to be open to inspection..

Contractor or responsible agents to be present.

**Clause-14** The contractor shall give not less than five days 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, 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, and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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 fence, enclosure, or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damages shall happen to the work while in progress, from any cause whatsoever or any imperfection became apparent in it within six months from the date of final certificate of its completion shall have been given by the Engineer - in-charge, as aforesaid the contractor shall make the same good at his own expense or in default the Engineer in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that 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 imperfection 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 works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings, to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply plant ladders, scaffolding etc.

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

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**Clause-17(a)** No female labour shall be employed within the limits of a cartonnment. The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighbourhood.

The Executive Engineer shall have the right to enquire into and decide any complaint 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 any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer whom he decides to be below the age of twelve years to be employed by the contractor.

**Explanation -** Fair wages means wages whether for time or piece work prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act 1948, wages at such higher rates should constitute Fair wages.

**Clause-17(b)** The contractor shall if so required by the Engineer-in-Charge employ one or more Engineering Graduates or Diploma holders as apprentices at his own cost if the cost of the 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 the work is completed. The stipend to be paid to the apprentices should not be less than Rs. 2000/- per month in the case of graduate Engineers and not less than Rs. 1800/- per month in case of Diploma holders. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed 1% of the tendered cost of the work.

**Clause - 17(c)** "Special class contractor shall employ under him one graduate engineer and two diploma holders belonging to the state of Odisha, like wise "A" class contractor shall employ under him one graduate engineer or two diploma holders belonging to the state of Odisha. The employment of graduate engineer and diploma holders under the contractor shall be full time and continuous and they should not be superannuated, retired, dismissed or removed personnel from any state govt. or central govt. services / Public Sector undertaking / private companies and firms or be ineligible for appointment to govt. service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the state Govt. of Odisha.

The Chief Engineer Roads Odisha may however assist the contractor with names of such unemployed Graduate Engineer or 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 Engineers of Diploma holders so employed by the contractor to the effect that the work executed as per the bill has been supervised by him / them.

**Clause-18** The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt so to do or if any bribe, gratuity, gift, loan perquisite reward, or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employment of the Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under the clause 2 hereof, and in addition, the contractor shall not be entitled to recover or be paid for any work thereto fore actually performed under the contract.

**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.

Work not to be sublet

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

Sums payable by way of compensation.

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EXECUTIVE ENGINEER

**Clause -20** In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

Changes in constitution of firm

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

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

**Clause -22** Deleted as per works department No.29449 dated 24.12.81.

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

Lump sums in Estimates

**Clause-24** In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect 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 and taken to mean the works by or by virtue of the contract, or contracts 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 Workman's compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

**Clause-27** That for the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered in to 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.

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

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EXECUTIVE ENGINEER

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**Clause-31(a)(i)** If during the progress of the work, the price of any material (excluding cost of steel, cement & bitumen) incorporated in the work (not being materials supplied from the Engineer-in-charge's store in accordance with clause..... thereof) increases or decreases as a result of increase or decrease in the average wholesale price index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials, (incorporated in the works). Such increased or decreased price, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 75 % in between the average wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof, as are not attributable to him.

Payment for  
variation in prices

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

$$Vm = \frac{0.75 \times Pm \times R(I-I_0)}{100 \quad I_0}$$

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

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

I = The average wholesale price index (all commodities) for the quarter in which the tender was opened (as published in RBI Bulletin)

I<sub>0</sub> = The average wholesale price index (all commodities) for the quarter under consideration.

Pm = Percentage of material component (specified in schedule of analysis) of the item.

**Clause 31 (a) (ii)** Where original contract period is one year and above, increase / decrease of cost of steel, cement and bitumen are to be paid / recovered. Payments in case of increase are to be made with prior approval of Govt. when the total claim is more than Rs.50,000/- and with prior approval of the Engineer-in-charge / Chief Engineer (as the case may be ) when the total claim is upto Rs. 50,000/- . Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor, immediately.

Works Department  
circular No.5608  
dt. 3.4.07

The cost shall be determined as follows:-

Steel --- Rate as fixed by Steel Authority of India Ltd. (SAIL).

Cement --- Average factory price of three manufacturer of cement inside the state.

Bitumen --- Rate as fixed by Indian Oil Corporation (IOC).

**Clause 31 (a) (iii)** Where original period of contract is more than six months & below one year increase / decrease of cost of steel, cement and Bitumen are to be paid / recovered. Payments in case of increase are to be made with prior approval of Govt. when the total claim is more than Rs. 50,000/- and with prior approval of the EIC / Chief Engineer ( as the case may be ) when the claim is upto Rs. 50,000/- subject to the fulfilment of the conditions mentioned below :

- (i) The cost shall be determined as follows :-
  - Steel --- Rate as fixed by Steel Authority of India Ltd. (SAIL)
  - Cement --- Average factory price of three manufacturer of cement inside the state.
  - Bitumen --- Rate as fixed by Indian Oil Corporation (IOC)
- (ii) The cost of the project should be more than Rs. 50.00 lakhs. However the differential cost on such materials may be paid to the contractors after deducting his percentage amount in the tender for these materials from the calculated amount of differential cost.
- (iii) Contractors have to submit the vouchers showing the procurement from any authorized dealer for the said work within 28 days after utilisation of steel, cement, bitumen.
- (iv) Differential cost will be allowed only for the original agreement period, but not for the extended period even though it might have been validly extended.
- (v) Differential cost will be allowed only after successful completion of the work as per the approved work programme.

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EXECUTIVE ENGINEER

(VI) Stipulation contained in existing clause-31(f) Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

**Clause 31 (b) :** Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by the Govt. and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages, then he/she shall be entitled to reimburse or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages of labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :-

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

$$V_L = \frac{0.75 \times PL \times R \times (i - i_0)}{100 \times i_0}$$

$V_L$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages of labour.

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

$i_0$  = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

$i$  = The minimum wages of labour prevailed during the quarter under consideration.

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

Price adjustment and reimbursement of claim for escalation on labour under Clause 31 (b) will be applicable only if there is any increase or decrease in the minimum wages by the Govt.

**Clause 31 (c)** Similarly if during the progress of work, the price of petrol, oil and lubricants (Diesel oil being the representative item for price adjustment) increase or decrease as a result of the price fixed thereof by the Govt. of India and the contractor there upon necessarily and properly pays such increased or decreased price towards petrol, oil and lubricants used on execution of the work then he shall be entitled to reimbursement or liable to refund quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference in between the price of POL which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

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

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

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

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

$D1$  = The average price per liter of diesel oil which was fixed by the Govt. of India during the quarter in which the tender was opened.

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

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

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

| Category of work       | Contractor's Supply |             |          | Departmental supply of Materials |
|------------------------|---------------------|-------------|----------|----------------------------------|
|                        | % of materials      | % of labour | % of POL |                                  |
| <b>Irrigation work</b> |                     |             |          |                                  |
| (a) Structural Works   | 20 %                | 30 %        | 5 %      | 45 %                             |
| (b) Earth Works        |                     |             |          |                                  |
| Canal Works            |                     |             |          |                                  |
| Embankment Works Etc.  | 20 %                | 60 %        | 5 %      | 15 %                             |
| <b>R&amp;B Works</b>   |                     |             |          |                                  |
| (a) Bridge Works       | 20 %                | 30 %        | 5 %      | 45 %                             |
| (b) Road works         | 45 %                | 40 %        | 5 %      | 10 %                             |
| (c) Building Works     | 30 %*               | 30 %        | 5 %      | 35 %                             |

\* Where brick is supplied by the Deptt. it should be 20% instead of 30%.

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**Clause 31 (e)** Vide works Deptt. letter No. 21369 dt. 25.9.91 and No. 22874 dt. 21.10.92 the reimbursement / refund on variation in price of materials ( except steel, cement and bitumen ) which will be governed as per clause 31 (a) (ii) and (iii) labour and P.O.L. as per subclause (a-i) (b) and (c) respectively of this clause 31 shall be applicable in the following manner.

In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one year period there of provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from.

**Clause -31 (f)** The contractor shall for the purpose of sub-clause (a), (b) and (c) of this clause keep such books of account and other documents as are necessary to show the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Govt. and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require and document kept and such other information as the Engineer-in-charge may require.

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such materials, wages of labour or price of POL, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

**Clause -31 (g)** In respect of canal/ dam contracts where there is change in methodology of execution (by mechanical means) as compared to those spelt out in the schedule of quantities and specification, the percentage component of labour, material P.O.L. and departmental material shall be refixed on actual observation. The same however, shall not exceed 34% in respect of labour and 11% in respect of P.O.L. The component of departmental material shall also not be less than 15%. [The price adjustment clause for increase/ decrease in minimum wage for works actually executed should be as per clause-31(b)]

**Clause-32** After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc are to be dismantled and all materials removed from site. The ground upto 30 metre (100') wide from the building should be cleared and dressed.

#### FAIR WAGE CLAUSE

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

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

The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages as per sub-paragraph -I above

(b) The Contractor shall, notwithstanding the provisions of any contract to contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him

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

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d) The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

e) Vis-a-Vis, the Government of 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 a part of this contract and any breach thereof shall be breach of this contract.

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

(h) The contractor shall at his own expenses provide or arrange for the provision of foot wear for any labourer doing cement mixing work and black topping of roads, (the contractor has undertaken to execute under his contract) to the satisfaction of the Engineer-in-Charge and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.

(i) The contractor shall submit by the 4th and 19th 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 of the current month respectively (1) the number of labourers employed by him on the work (2) their working hours (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injury caused by them and (5) the number of female workers who have been allowed maternity benefit according to clause (k) and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs 50/- for each default to materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to contractor the amount levied as fine.

(j) In respect of all labour, directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Odisha public works Department and its contractors. This will apply to work places having 50 or more workers.

(k) Maternity benefit rules for female workers employed by the contractor :

Leave and pay during leave shall be regulated as follows:

1. Leave -- (a) In case of Delivery : - Maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery or 4 weeks following the days,

(b) In case of miscarriage:- upto 3 weeks from the date of miscarriage.

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

(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 of 3 months immediately preceding the date of such miscarriage.

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

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**MODEL RULES FOR HEALTH AND SANITARY ARRANGEMENTS  
FOR WORKERS EMPLOYED BY ODISHA P.W.D. OR ITS CONTRACTORS**

1. **Application :** These rules shall apply to all construction works in charge of Odisha Public works Department which are expected to continue for a year or more.
2. **Definitions :** ( I ). Work place means a place at which an average of fifty or more workers are employed in connection with construction work.  
(II) Large work place means a place at which an average of 500 or more workers are employed in connection with construction work,
3. **First Aid -** (a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilizer dressings and sterilized cotton wool. The appliances shall be kept in good order and in large work place they shall be readily available during working hours.  
(b) At large work places where hospital facilities are not available within easy distance of the works first aid posts shall be established and be 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, Town or in their suburbs and no beds are considered necessary owing to the proximity of city town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place some conveyance facilities such as a car, shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospitals.
4. **Drinking water -** (a) In every work places 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 storage shall be at a distance of not less than 15 M, from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such well shall be entirely closed in and be provided with a trap door, which shall be waterproof.  
(d) A reliable pump shall be fitted to each covered well, the trape doors shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.  
(e) The temperature of drinking water supplied to workers shall not exceed 90°F.
5. **Washing and bathing place :** (i) Adequate washing and bathing place 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 seat  | 1 |
| b) Where the number of persons employed exceeding       | 50 but does not exceed 100. ... | No of seats  | 3 |
| c) For every additional 100                             | ... ..                          | No. of seats | 3 |

( In particular cases the Executive Engineer shall have the power to vary the scale where necessary.)
7. **Latrines and Urinals for Women :** If women are employed, separate latrines and urinals separate from that for men 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 man or woman 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.

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8. **Latrines and Urinals** : - Except in work places provided with water flushed latrines and urinals connected with a water borne sewerage system all latrines shall be provided with receptacles on dry earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be 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 a register maintained for this purpose and kept available for inspection.

10. **Disposal of Excrete**: Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excrete by incineration at the work place shall be made by means of a suitable incinerator approved by Asst. Director of Public Health or Municipal Medical Officer of Health as the case may be, in whose jurisdiction the work place is situated. Alternatively excrete 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 a layer of waste or refuse and then covering it up with a layer of 6" layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

11. **Provision of shelters during rest** : At every work place there shall be provided free of cost two suitable sheds one for meals and the other for rest for the use of labourers . The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof.

12. **Creche** : (a) At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year belonging to such women and shall be used for infant's games and play and their bed room. The hut shall not be constructed on a lower standard than the following.

(i) Thatched roofs

(ii) Mud floors and wall

(iii) Planks spread over the mud floor and covered with matting

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

b) Where the number of women workers are more than 50 the contractor shall provide one hut and one 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 creche shall be properly maintained and necessary equipment like toys etc shall be provided.

13. **Canteen**: A cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient

### Odisha P.W.D. / Electricity Department Contractor's

#### Labour Regulations.

1. **Short title** : These regulations may be called " The Odisha Public Works Department/ Electricity Department Contractor's Regulations

2. **Definition** : In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say :

(1) "Labour" means workers employed by a contractor of the Odisha Public Works Department / Electrical Department, directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.

(2) "Fair Wages" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the Minimum Wages Act 1948 wages at such higher rates should constitute fair wages.

(3) "Contractor" shall include every person whether a Sub -contractor or headman or agent employing labour on the work taken on contract.

(4) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rates wages, if any.

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3. **Display of notice regarding wages 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 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 the State public Works Department/Electricity Department for the district in which the work is done.
- (b) Send a copy of such notice to the Engineer-in-charge of the work.

4. **Payment of wages.**

- (1) Wages due to every worker shall be paid to him direct.
- (2) All wages shall be paid in current coin or currency or in both.

5. **Fixation of wage period.**

- (1) The contractor shall fix the wage period in respect of which the wages be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on 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.
- (4) 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.
- (5) All payments of wages shall be made on working day.

6. **Wage book and wage cards etc.**

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

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

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

(3) The Executive Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employed more than 100 persons on the work:

7. **Fines and deductions which may be made from wages: -**

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

(a) Fines

(b) Deduction for absence from duty i.e., from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

(c) Deductions for damages or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damages or loss is directly attributable to his neglect or default.

(d) Any other deductions, which the 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 workers has been given an opportunity of showing cause against such fines or deductions.

(3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.

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

#### 8. Register of fines, etc.

- (1) The contractor shall maintain a register of fines and of all deduction for damage or loss, such register shall mention the reason for which fine was imposed or deduction for damages 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 or fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places of the work.

#### 9. Preservation of register

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

#### 10. Power of Labour Welfare Officer to make investigation or inquiry

The labour Welfare Officer or any other persons authorised 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 provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor in regard to such provisions,

#### 11. Report of labour Welfare Officer

The labour Welfare officer or other authorised as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive engineer concerned indicating the extent if any to which the default has been committed with a note that necessary deduction from the contractors bill be made and the wages and the other dues be paid to the labourers concerned.

#### 12. Appeal against the decision of Labour Welfare Officer

Any person aggrieved by the decision and recommendation of the labour Welfare Officer or other person so authorised may appeal against such decision to the labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

#### 13. Inspection of Registers

The contractor shall allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorised by the Government of Odisha on his behalf.

#### 14. Submission of Return

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

#### 15. Amendment

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

Clause 34 : The terms and conditions of the agreement have been read / explained to me and ..... certify ..... clearly understand them.

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