

**TDCCOL****TRIBAL DEVELOPMENT CO-OPERATIVE CORPORATION OF ORISSA LTD**Tel. 0674-2542475 / 2542617. Fax-2544828. Email: [admin@tdccorissa.org](mailto:admin@tdccorissa.org), website:[www.tdccodisha.org](http://www.tdccodisha.org)**Notice no.559 dated 12.02.2019****Tender Call Notice for Hiring Interior firm**

TDCCOL invites tender from reputed firm for Interior Designing & remodeling for designing of Tribal World Outlet at Goa. The interested firms may download tender documents and other details from website- [www.tdccodisha.org](http://www.tdccodisha.org). Last date of receipt of applications by hand, speed post/ courier only is 2:00 PM 25.02.2019. Managing Director, TDCCOL reserves the right of accepting or rejecting any or all tenders without assigning any reason thereof.

-Sd/-

**Managing Director**

NoticeNo:-559

Date:- 12.02.2019

## **TENDER CALL NOTICE**

Sealed bids are invited from authorized Interior designing firm/contractors for interior designing & remodelling of Tribal World Outlet at Goa. The interested firms/contractors may download tender documents and other details from website [www.tdcccodisha.org](http://www.tdcccodisha.org).

1. Name of the works: Interior designing & remodelling of Tribal World Outlet at Goa with an estimated cost of Rs: 912073/-.
2. Class of Contractor/Interior Firm: 'C' Class/'D' Class/Interior Firm having at least 3 years' experience of similar kind of work
3. Nature of work:- Civil Construction work, Interior designing and Electrical work
4. Period of completion of the work: 3 months.
5. Date and time of availability of BID: 15.02.2019 to 25.02.2019.
6. Last date & time for receipt of BIDs : On or before 25.02.2019 at 4.00 PM at TDCCOL Building, Rupali square, Bhoinagar, Bhubaneswar, Odisha, Pin-751002.
7. BIDs received shall be opened on: 04.00 P.M(after noon) 28.02.2019 in the office of Managing Director, TDCCOL, Bhubaneswar.
8. Name and address of the officer: Ms. Mansi nimbhal, Managing Director, TDCCOL, BBSR. website -[www.tdcccodisha.org](http://www.tdcccodisha.org),
9. Bidders are strictly instructed to submit their bid through i.e hard copy by registered post/speed post/hand only. Sealed bid must be delivered on or before 25.02.2019 at 4.00 PM at office of the Managing Director, TDCCOL Building, Rupali square, Bhoinagar, Bhubaneswar, Odisha.

The Managing Director, TDCCOL reserves the right to accept or reject any or all bid without assigning any reason thereof.

-Sd-

Managing Director, TDCCOL

**OFFICE OF THE MANAGING DIRECTOR, TDCCOL BUILDING,  
RUPALI SQUARE, BHOINAGAR, BHUBANESWAR, ODISHA**

**DETAILED TENDER CALL NOTICE  
TO  
F-2 CONTRACT**

**(TO BE ACCOMPANIED WITH TENDER)**

**Name of Work :** "Designing & Remodelling of Tribal World Outlet at Goa "

**Amount put to Tender      Rs.9,12,073/-**

**Amount of bid security      Rs.9,120/-**

**Class of Contractor/Interior Firm      C" & "D"/Interior Firm  
having 3 years experience**

**Last date of receipt of Tender      25.02.2019**

SOLD TO -----

-----CONTRACTOR /INTERIOR FIRM.

ON CASH PAYMENT OF RUPEES -----VIDE RECEIPT NO.---

-----DATED-----

REGISTRATION OF LICENCE VALID UP TO-----

VIDE NO.-----

-

DATE-----OF-----

**MANAGING DIRECTOR, TDCCOL**

**GOVERNMENT OF ODISHA**

**TRIBAL DEVELOPMENT CO-OPERATIVE CORPORATION OF ORISSA LTD(TDCCOL),**

**ST & SC DEVELOEMNET DEPARTMENT**

**DETAILED TENDER CALL NOTICE**

1.Sealed tender are invited from the registered eligible contractors of P.W.D. / Irrigation/ R. W. wings / Railways / C.P.W.D. / M.E.S or Interior Designing Firm in prescribed form to be eventually drawn in percentage rate tenders(P.W.D. Form F-2)and will be received by the Managing Director, TDCCOL, BBSR up to 4.00 P.M, Dated 25-02-2019 for the work “Designing & Remodelling of Tribal World Outlet at Goa”and will be opened in the presence of the tenderers or their authorized agents on 28-02-2019 at 4.00 P.M at TDCCOL office building, Rupali square,Bhoinagar,Bhubaneswar,Odisha.

<b>Sl. No.</b>	<b>Name of work</b>	<b>Amount put to tender Approximately</b>	<b>Tender paper</b>	<b>EMD required 1% of tender amount.</b>	<b>Time of Completion</b>	<b>Place of sale of tender paper and receive</b>	<b>Class of contractor eligible for apply.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
1.	Designing & Remodelling of Tribal World Outlet at Goa	Rs 912073/-	It will be downloaded from website- www.tdccodisha.org	Rs9120/-	3 Calendar months	TDCCOL Building, Rupali square, Bhoinagar, Bhubaneswar	“C” & “D” Class Contractor / Interior Firm having 3 years

2.The tenderers should please note that the work will have to be completed within 3 (Three) calendar months commencing from the date of issue of work order. Tenderers are required to submit detailed programme of works along with the tender. Without the programme of works, the tender will be considered defective. Authority for acceptance of tender would rest with Managing Director, TDCCOL.

3.The prescribed form along with other documents can be obtained from Office of the Managing Director, TDCCOL for each work to be brought by the intending tenderer during office hours, from **15.02.2019 to 25.02.2019 from 10.00 A.M. to 4.00 PM.** Tenders will be received in sealed covers (the name of the tenderer and name of the work being noted on the cover) up to**25.02.2019** in the office of the Managing Director, TDCCOLfrom 10.00 A.M. to 4.00 PM. It should be noted that the Deptt. will not be

responsible if the tender documents sent by intending Contractor through “Registered Post/Speed post” do not reach the Tender receiving authority by the appointed date & time, even if tender documents were dispatched by the tenderer before the due date of receipt of Tenders.

4.The authority reserve the right to reject any or all the tenders without assigning any reason thereof.

5.Tenderers are required to pay earnest money (Bid security) @ 1% of tendered amount rounded to hundred rupees and Additional Performance Security (APS) required as described in clause No 6(a) deposited either in shape of N.S.C./KVP/Deposit receipt of Scheduled Banks/Bank Draft from any Nationalized Bank duly pledged to the Managing Director, TDCCOL otherwise their tender will not be considered.

6. The earnest money and Additional Performance Security (APS) will be refunded to the unsuccessful tenderers on application as per the terms and conditions laid down in P.W.D. Code and the same will be retained in case of successful tenders and will not carry any interest.

6(a). Tenderers are required to deposit earnest money (Bid security) @ 1% of tendered amount rounded (as mentioned above) and Additional Performance Security of 1.00 times of differential cost of Bid amount and 100% of the cost of tender at the time of Agreement. This is also applicable for ST/SC contractors applying for availing price preference of 10%. The ST/SC contractors have to deposit Additional Performance Security (APS) up to which they are intending to get price preference at the time of filling of tender.

7.The tenders whose tender is accepted shall forth with upon written intimation of his tender make an initial security deposit (1% of the estimated cost) within seven days of such intimation and sign the agreement. in P.W.D. percentage rate tenders for the due fulfilment of the contract in the Office of the Managing Director, TDCCOL, BBSR. The security deposit together with the earnest money(2% of the estimated cost) should be taken as security deposit for the fulfilment of the contract. Failure to entry into the required agreement or to deposit the security money within the stipulated period shall entail forfeiture of the earnest money. In case of fixed deposit holder the amount of earnest money as mentioned under para 3 will be recovered from the fixed deposit.

No tender shall be final accepted until the required amount of security money is deposited. The written agreement to be entered into between the Contractor and Government shall be the Fundamental Rights of the parties and the contract shall be deemed to be incomplete until the agreement use first being signed by the contractor and then by the proper officers, authority to enter into the contract on behalf of the Government. The department will accept the security deposit in the form of National Savings Certificate, or postal time Deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

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

9. The plan & specification for the work can be seen in the office of Managing Director, TDDCOL during working hours and days. Complaints at a future date the plan and specification have not been seen can not be entertained. Tender must be submitted in sealed cover. All other information can be obtained on application to the Managing Director, TDCCOL.

10. All rates should be for finished item of work unless or otherwise mentioned in the tender notice or schedule of quantities.

11. The percentage rate should be quoted in word and figures otherwise the tender will be liable to rejection. In case of discrepancies between words and figures, the words shall prevail. The rates should be quoted in percentage (%) less or excess. The tender shall be written legibly and free from erasures, over writings or conversion of figures, correction where unavoidable should be made by scratching out, initialing bating rewriting. Rate quoted by the tenderer shall be considered up to two decimal places only.

12. The contractor will be responsible for payment of all taxes for quarrying materials. GST (12%) and Welfare cess (1%) are to be paid by contractor. All taxes, tollage, fee, royalties etc. payable under the local rules including State Sales Tax & Income tax will be paid by the contractor. No extra payment will be made of during the period of execution any enhancement of taxes, tollage, fees or royalty etc. is affected by the Government or any other authority.

13. The tender will not likely be considered unless the tenderer encloses a true copy of the Income Tax Clearance Certificate and GST Clearance Certificate along with his tender and original certificate is produced before the office of the Department at the time of opening the tender.

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

15. The contractor shall be liable to fully indemnify the Department for the payment of any compensation under workman's compensation act. VIII of 1923 on account of workers employed by the contractor and the full amount of compensation payable will be recovered from the contractor.

16. The right is reserved with the competent authority to make any increase or decreases in the quantity for Items of work mentioned in the schedule attached to the tender notice as may be considered necessary during actual execution of the work and such increase or decrease shall in no way invalidate the contract or rates. The contractor shall not be entitled to any compensation on this account except extension of time where considered necessary.

17. The contractor shall have to furnish a certificate along with the tender to the effect that he is not related to any officer of the department of the rank of Assistant Engineer or above or any officer of the rank of Assistant Secretary or above.

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

19. No. compensation for any damage done in rains or labourers made idle, floods, cyclone, public agitation, riot, labour strike or by any other natural calamity during the execution of work will be paid to the contractor and so the contractor should include all such' contingencies.

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

21. The contractor/interior firm shall make at his own cost housing accommodation, water supply, sanitary arrangements, medical aid for the workman engaged by him on the work.

22. The contractor/interior firm shall make arrangements at his own cost at the work site for proper storage and safe custody of the materials used by him.

23. The tender which is not in the prescribed proforma and not strictly in accordance to the terms and conditions of this tender notice is liable for rejection.

24. As regards execution of extra items of work beside the tendered items or extra quantity of any item beside the schedule quantities, written order must be obtained from the Managing Director, TDCCOL of the work before the work is taken up. Order from any officer below the rank of the Managing Director, TDCCOL will not be considered payment for extra items will be made at the current schedule of rates and if such items are not covered up by the schedule of rates it will be paid on actual analysis approved by the competent authority.

25. The contractor/interior firm is to supply necessary labours and materials for the purpose of giving and checking of alignment, layout and profiles, construction, bench mark etc. wherever required at his own cost. Accommodation for labours, supply of controlled commodities for imported labours is the contractor's responsibility. The Department may, at the request of the contractor write to the concerned authorities for obtaining permits for controlled commodities but no claim by the contractor will be entertained on this account what so ever. The rates quoted by the contractor should be inclusive of all these incidental terms.

26. Machineries as may be required for the work are to be arranged by the contractor at his own cost.



27. Every tenderer should before quoting his rates should inspect the site of work. He should also inspect the quarries and borrow areas from where he wants to obtain construction materials of required specification and satisfy himself about the lead involved and the rates quoted should include such lead.

28. After the work is completed, all surplus materials should be removed from the site of work and the vats platforms etc. should be dismantled and all materials and debris removed from the site at the cost of the contractor and premises left neat and clean. This should include in the rates of the contractor.

29. The contractor/interior firm has to arrange for adequate lighting arrangement for night work whenever necessary at his own cost.

30. The contractor/interior firm will have to submit to the Managing Director, TDCCOL monthly, the return of labour both skilled and unskilled employed by him on the work.

31. No part of the contract/interior firm shall be sublet without written approval of the Managing Director, TDCCOL and in such event the contract may be rescinded or transfer be made by power of attorney authorising others to receive payment on the contractor's behalf.

32. If any further information is required the Managing Director, TDCCOL will furnish the same but it must be clearly understood that the tenders must be received in order and according to instructions.

33. Tenderers are required to go through each clause of P.W.D. percentage rate tender carefully in addition to clause herein before mentioned before tendering.

34. The authorised staff from department will have the right to inspect the interior designing and remodelling made for the work and can reject partly or fully such structures if found defective.

35. The contractor/interior firm will arrange the permit from the Forest and Revenue Department for quarrying materials if necessary at his own cost.

36. The contractor/interior firm will construct and maintain roads to quarries, borrow areas approach road within the project site and individual structure as is necessary for transport of materials and inspection of work at his own cost.

37. The contractor/interior firm should also arrange at his own cost necessary tool and plants required for the efficient execution of work and rates quoted shall be inclusive of the hire running charges of such plant and cost of consumable etc.

38.Land/outlet place for project will be acquired in due course. But no claim can be entertained in the event of non-availability of land/outlet place. The extension of time shall be given in lieu thereof if considered necessary.

39. All 'C' class/'D' class/Interior Design firm should furnish a list of work in hand in the following proforma. Without these information's, the tender is liable to be rejected.

#### **WORK IN HAND**

Name of work	Location	Total tender cost	App. Value of work done	Date of commencement of work.	Schedule date of completion of work.

40.If a contractor/interior firm remove any Govt. materials or store supplied to him without permission of the Engineer-in-charge the site of work, he shall be in addition to any other liability Civil or criminal arising out of this contract be liable to pay penalty equivalent to five times of the cost of materials or stock according to stipulated rates. The penalty so imposed shall be recoverable at any time thereafter become due to the contractor from his security deposit or the proceeds of the sale thereof.

41. In case of any damage to Govt. property done due to negligence of the Contractor/interior firm resulting in damaging or stoppage of work thereby the contractor shall be liable to be penalised to the extent of the assessed value of the damage.

42.The cost of empty cement bags will be recovered from the Contractor/interior firm @ Rs. 3.50/- per bag on the total No. of bags utilised in the work.

43.Under no circumstances, interest is chargeable for the dues or additional dues if any payable for the party.

**Schedule XLV – Form No. 61****ORISSA PUBLIC WORKS DEPARTMENT****[Form F-2]****ITEM RATE TENDER AND CONTRACT FOR WORKS****GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.**

1. All works proposed for execution by contract will be notified in a form of Invitation to tender pasted on a board hung up in the office of and signed by the Managing Director, TDCCOL, BBSR

This notice will state the works 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 specification, designs and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Managing Director, TDCCOL, BBSR shall also be open for inspection by the contractor at the office of the Managing Director, TDCCOL, BBSR 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. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by the required earnest money will be liable to rejection. Tender shall bear the name of the work to which they refer written outside the envelope.
5. The Managing Director, TDCCOL, BBSR or his duty a 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 challan for the earnest money forwarded there with shall thereupon be returned to the tenderer with a pay order for the amount of the earnest money.

6. The Managing Director, TDCCOL, BBSR shall have the right of rejecting all or any of the tenders.
7. In the event of a tender being selected for acceptance the Managing Director, TDCCOL, BBSR 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 rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Managing Director, TDCCOL, BBSR may reject the tender. If the Managing Director, TDCCOL, BBSR is not competent to accept the tenders himself, he will inform the tenderer of the tender which he decides to recommend for acceptance. Such tender shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the proscribed time. The tenderer with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the authority who is competent to accept the same. If the said authority rejects the tender the security money deposited shall be refunded to the tenderers.
8. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash to the Managing Director, TDCCOL, BBSR. Government securities may be endorsed to the Managing Director, TDCCOL, BBSR 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.
9. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10 per cent of the estimated value of the work and towards this amount the earnest money already deposited by him shall be credited. At least half 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 but standing after completion of the contract with the tenderer may be made up by deductions of 5 per cent of the amount of each payment to be done to him under clause 7 of the conditions of contract for work done under the contract.
10. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Managing Director, TDCCOL, BBSR shall scrutinize all pages of the form of Item, Rate, Tender and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He/She shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form for signature of the acceptance to the officer competent to accept it.

**TENDER FOR WORKS:**

I/We hereby tender for the execution for the Governor of Orissa of the work specified in the under written memorandum at the rates specified there in within a period of ..... of years ..... months from the date of written order to commence and in accordance in all respects with the specifications, designs, drawings and other document referred to in rule I hereof and subject to the conditions of contract and with such materials are provided for by, and in all other respects in accordance with such conditions so far as applicable.

**MEMORANDUM**

- |  |  |
|--|--|
| (a) If several sub-works are included they should be detailed in a separate list.              | a) Name of Work  |
| (b) This deposit will be 5% of the estimated cost of the work.                                 | b) Estimated Cost:..... Rs.<br>c) Earnest Money : ..... Rs.<br>d) Initial security deposit (including earnest money) to be deposited before the commencement of the work ..... Rs. |
| (c) This percentage deduction from bills will be credited to the contractor's security deposit | e) Percentage to be deducted from bills Rs. 5%<br>(Rupees five per cent)   |
|  | f) Time required for the work from date of written order to commence Months<br>g) Date of written order to commence.<br>h) Total number of work tendered for                       |

## CONDITIONS OF CONTRACT

**Clause 1 :** All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account 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 .The work should not be considered finished until such date as the Engineer-in-charge shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Engineer – in-charge of his authorized agent are fully compelled with by the contractor to the Engineer-in-charge.

**Clause 2 :** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 1/2 per cent on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains uncompleted, or unfinished after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month; to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed one half of the work, before one half of such time has elapsed, and three-fourths of the work, before three-fourths of such time has elapsed, in the events of the contractor falling to comply with the condition, he shall be liable to pay as compensation an amount equal to one-third per cent on the said estimated cost of the whole work for every day that the due quantity of work remain incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

Action when whole security deposit is forfeited.

**Clause 3 :**In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in one sum or deducted by installments) the Managing Director,TDCCOL.on behalf of the Governor of Orissa, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government : -

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

(b) To employ labour paid by the Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and price certificate of the Managing Director,TDCCOL shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Managing Director,TDCCOL as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor, and to take such part of the work of the contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Managing Director,TDCCOL shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Managing Director,TDCCOL the contractor shall have no claim to compensation for any loss sustained by him by reason of

his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to, to execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Managing Director,TDCCOL shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

(d) Security deposit of the Contractor shall be refunded only 3 months after the date of completion of the work provided the final bill has been paid and defects, if any rectified or after the Department audit by the staffs of S.T. & S.C. Dev. Department shall over which over is later.

Contractor may lable pay  
Compensation if action not  
taken under clause.

**Clause 4 :**In any case in which any of the powers, conferred upon the Managing Director,TDCCOLby clause 3 hereof, 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 hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Managing Director,TDCCOLputting in force the powers vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plants, materials and stores, in or upon the works, or the size 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 Managing Director,TDCCOLwhose certificate thereof shall be final, otherwise the Managing Director,TDCCOLmay by notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any

Power to take possession of or  
requires removal of or sell  
contractor plants.



such requisition, the Managing Director, TDCCOL 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 Managing Director, TDCCOL 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.

Extension of time.

**Clause 5 :** 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 Managing Director, TDCCOL within 30 days of the date of the hindrance on account of which he desired such extension as afore said and the Managing Director, TDCCOL shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any as may in his opinion, be necessary or proper. The Managing Director, TDCCOL, BBSR shall at the same time inform the contractor whether he claims compensation for delay.

Final certificate.

**Clause 6 :** On completion of the work, the contractor shall be furnished with a certificate by the Managing Director, TDCCOL of such completion, but no such certificate be given nor shall the work be considered to be complete until the contractor shall have removed from the area of the premises ( to be distantly marked by the Engineer-in-charge in the site plan) on which the work shall be executed all scaffolding, surplus materials, and rubbish, and cleared off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by technical officer of the other Line Department in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the

same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.

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

**Clause 7 :** A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of ten day from the presentation of the bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said, work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill for such list which shall be binding on the contractor in all respects.

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

**Clause 8 :** The final bill shall be prepared by the Engineering staff/ Marketing Manager, TDCCOL of c/o the Managing Director, TDCCOL 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 9 :** Deleted.

**Clause 10 :** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, 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 specifications, and of all such designs, drawings and instructions as aforesaid.

**Clause 11 :** The Engineer-in-charge shall have power to make any alterations in or additions to the original specification, drawings, designs and instructions that may appear to him necessary and advisable during the Progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Managing Director, TDCCOL 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 & the certificate of the Engineer-in-charge shall be conclusive as to such proportion and if the additional work includes any class 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 on the 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 on 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 Managing Director, TDCCOL charge of the rate which it is his intention to charged for such class of work, and if the Managing Director, TDCCOL 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 Managing Director, TDCCOL 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 here in before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Managing Director, TDCCOL will be final.

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

**Clause 12** If at any time after the commencement of the work the Governor of Orissa shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Managing Director, TDCCOL shall give notice in writing of 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 specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation in case of bad work

**Clause 13 :** If it shall appear to the Managing Director, TDCCOL or his subordinate in charge of the work, that any work has been executed with un-sound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality

inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove 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 respects of the contractor.

Work to be open to inspection

**Clause 14:** 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 Managing Director, TDCCOL 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 Managing Director, TDCCOL 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.

Contractor or responsible Agents to be present.

Notice to be given before work is covered up.

**Clause 15 :** The contractor shall give not less than five days notice in writing to the Managing Director, TDCCOL or his subordinate in-charge 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 Managing Director, TDCCOL 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 of

allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfection for 3 months after certificate.

**Clause 16 :** 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 continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfection became apparent in it within 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 workman, 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 Managing Director, TDCCOL, BBSR.

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

**Clause 17 :** The contractor shall supply at his own cost all materials (except such special material, if any, as may in accordance with the contract, be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite of 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 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, weighting and assisting in the measurement of examination at any time and from time to time of the work or materials. Failing this 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.

**Clause 18 :** No female labour shall be employed within the limits of a cantonment.

The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighbourhood.

The Managing Director, TDCCOL 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 the refuse to allow any labourer whom he decides to be below the Close of twelve years, to be employed by the contractor.

Work not be sublet

**Clause 19 :** The contract shall not be assigned or sublet without the written approval of the Managing Director, TDCCOL, BBSR 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 of advantage, pecuniary or otherwise, shall either directly or indirectly be given promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Managing Director, TDCCOL may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely

Contract may be rescinded and

security deposited forfeited for, subletting bring or if contractor be comes insolvent.

at the disposal of Government and the same consequences shall ensure as it the contract had been rescinded under clause 3 hereof, and in addition the contractors shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss

**Clause 20 :** 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.

Charges in construction of firm

**Clause 21 :** In the case of a tender by partners, any change in the constitution of the firm shall be for with notified by the contractor to the Managing Director, TDCCOL for his information.

In case of failure to notify the change in the constitution within fifteen days, the Managing Director, TDCCOL 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 ensure as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

**Clause 22 :** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Managing Director, TDCCOL 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 23 :** Deleted

**Clause 24 :** When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of



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

Action where no specification

**Clause 25 :** In the case of any class of work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

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

**Clause 27 :** Government shall be entitled to recover in full form the contractor any amount that that the Government may be liable to pay under Workman's Compensation Act VIII of 1923, to any workmen employed in course of execution of any part of the work covered by these contract

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

**Clause 29 :** The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

**Clause 30 :** Sanitary arrangements will be made by the contractor at his own cost for his labour camp

**Clause 31 :** The contractor shall bear all taxes including GST, sales tax income-tax, royalty, fair-weather charges and tollage, where necessary.

**Clause 32 :** Deleted.

**Clause 33:** After the work is finished all surplus materials and

debris are to be removed by the contractor and preliminary works such as vats, maxing platforms etc. are to be dismantled and all materials remove from site the ground up to 100' wide from building or work site should be cleared.

#### **FARE WAGE CLAUSE**

**Clause 34 :** (a) The contractor shall not employ for the purpose of this contract any person who is below the age of twelve year and shall pay to each labourer for work done by such labour fair wages.

**Explanation :** "Fair Wage" means wages, whether for time or pied work prescribed by the State Public Works Department provided that whether higher, rates have been prescribed under through the minimum wages Act 1948 wages at such higher rates constituted fair wages.

The Managing Director,TDCCOL 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-para-graph 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.

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

(d)The Managing Director,TDCCOL shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the 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 Orissa, 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 interning form 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.

### **Orissa P.W.D./Electricity Department Contractor's Labour Regulations:**

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

**2.Definitions:** In these Regulations unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively that etc say.

(1) "Labour" means workers employed by a contractor of the Orissa Public Works Department/Electricity 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 rate wages, if any.

### **3.Display of notices regarding ways, etc. :**

#### *The Contractor shall*

(a) Before BE 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, notices in English and in the local Indian language spoken by technical majority of the workers. giving the rate of wage proscribed by the State Public Works Department/Electricity Department for the district which the work is done.

(b) Send a copy such notice to the Managing Director,TDCCOL 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 the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.

(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 (me on which is employment is terminated.

(5) All payments of wages shall be made on a 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 a wage card for each worker employed on the work.

3. The Managing Director,TDCCOL may grant an exemption form the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on the work.

### **7.Fines and deduction which may be made from wages:**

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

a) Fines

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

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

d) Any other deduction which the Orissa Govt. may from time to time allow.

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

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

(4) No fine imposed on any worker shall be recovered from him by installments, 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 damage or loss was made

(2) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed it shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

### **9. Preservation of register:**

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

**10. Power of labour Welfare Officers to make investigation or enquiry :**

The labour Welfare Officers or any other persons authorised by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. he shall investigate into any complaint regarding default made by the contractor, subcontractor in regard to such provisions.

**11. Report of labour Welfare Officers:**

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

**12. Appeal against the decision of labour Welfare Officers:**

Any person aggrieved by the decision and recommendation of the labour Welfare Officer or other person so authorized may appeal against such decision to the labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Managing Director,TDCCOL 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 Orissa on his behalf.

**14. Submission of return :**

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

**15. Amendments:**

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

**Clause 35 :**The terms and conditions of the agreements have been read/explained to me and ..... certify..... clearly understand them.

Witness

Contractor

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

Nature of contractor before submission of tender

Dated the ..... day of ..... 200

Signature of Witness to one tenders signature

+Witness :

Address :

Occupation :

Signature of the officer by whom accepted.

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

Dated the ..... day of ..... 200 .....

<b>TENDER SCHEDULE</b>					
<b>NAME OF THE WORK: INTERIOR DESIGNING &amp; REMODELLING OF TRIBAL WORLD OUTLET AT GOA</b>					
<b>SL NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
1	<b>Providing vitrified tile flooring using double charged vitrified tiles of premium grade having thick of 8mm to 10mm</b> conforming to IS 13756 of 600mmx600mm coloured / printed series (homogeneous) of approved quality, colour in floors, treads on steps and landings in all floors at all height on <b>20mm thick bed of cement mortar of mix (1:4)</b> laid in proper slope and gradient with screened and washed sharp sand for mortar and grouted with epoxy grout with required quantities of pigments of approved marks to match the shades of the vitrified tile if required watering and curing for 21 days, including cost, conveyance, loading, unloading, royalties and taxes of all materials, cost of all labour, sundries, T&P required for the work, complete in all respect as per specification and direction of Engineer-in-charge.	55.00	SQM	1383.70	76103.50
2	Providing <b>Brick on edge flooring</b> over one brick flat set in cement mortar (1:8) including cost, conveyance, loading, unloading, royalties and taxes of all materials, cost of all labour, sundries, T&P required for the work, complete in all respect as per specification and direction of Engineer-in-charge.	8.00	SQM	766.20	6129.60
3	Providing, fitting & fixing of <b>premoulded decorative corner beading</b> of Model no 443 of Gypsum India Ltd. Having cross sectional dimension 112x80mm and fixing the same by providing PVC plug, screw, cornice adhesive, fevicol etc complete in all respect as per direction of Engineer-in-charge.	40.00	MTR	383.40	15336.00
4	<b>Finishing wall surface with Acrylic wall putty</b> to inside surface of approved make and finished smooth and even surface to receive painting to inside surface including cost of scaffolding staging charges with cost of all materials taxes, labour T & P etc complete as per direction of Engineer-in-charge.	60.00	SQM	67.90	4074.00
5	<b>Providing and painting two coats with plastic emulsion paint over a coat of primer</b> of approved quality and approved shade in all floors at all height by making the surface to the interior plastered surface of wall smooth including cost, conveyance, loading and unloading and taxes of all materials, cost of all labour, sundries, T&P, scaffolding etc. required for the work and complete in all respect as directed by the Engineer in charge.	60.00	SQM	131.00	7860.00



6	<b>Providing and painting two coats with synthetic enamel paint over a coat of red oxide primer</b> of approved quality and approved shade confirming to ISI <b>on steel work</b> to give an even shade in all floors at all height including sand papering and making the surface smooth with cost, conveyance, loading and unloading, and taxes of all materials, cost of all labour, sundries, T&P, scaffolding etc. required for the work and complete in all respect as directed by Engineer-in-charge.	25.00	SQM	177.70	4442.50
7	Murals painting	15.00	SQM	3000.00	45000.00
8	Providing partition of <b>full height partly Glazed partly solid partition</b> for in other area as per drawing with Aluminium frame 50x25 mm with 1.5mm thickness intermediates, verticals and horizontal (600mmx600mm) as shown in drawing and shall be fixed to floor, ceiling, walls etc. with suitable size of screws, plugs including making good to damages, with the cost of applying a coat of primer to exposed faces of the timber and fixing 6 mm thk .BWR ply both sides of approved make and quality confirming to IS 710 over the frame work with screws at adequate intervals and fixing 1.0 mm thk Laminate both sides on ply (suede finish) with adhesive and 12mm thick glass with chemical etching to be fixed with Dorma patch fittings at glazed portion including cost, conveyance, loading, unloading, royalties and taxes of all materials, cost of all labour, sundries, T&P required for the work, complete in all respect as per specification and direction of Engineer-in-charge. (Payment will be made as per height below the false ceiling)	3.00	SQM	3811.50	11434.50
9	Supplying and fixing of <b>fully glazed partition with 12mm thick toughened glass</b> using patch fitting at top and bottom with necessary accessories (Dorma or equivalent make) etc., complete and as per approved drawing of the Architect/consultant and as directed by Engineer-in-charge.	35.00	SQM	9572.80	335048.00
10	Supplying and fixing of <b>fully glazed door with 12mm thick toughened glass</b> using patch fitting at top and bottom with necessary accessories such as floor spring, lock, handle, locking arrangement (Dorma or equivalent make) etc., complete and as per approved drawing of the Architect/consultant and as directed by Engineer-in-charge.	6.00	SQM	13857.80	83146.80
11	Providing <b>small eye Laterite stone masonry in superstructure</b> with cement mortar (1:4) using machine cut laterite stone of approved quality from approved quarry including cost of all material, all taxes and cost of all labour, conveyance, loading & unloading, royalties, hoisting, lowering, sundries, T&P required for the work etc. complete in all respect as directed by the Engineer-in-Charge	1.00	CUM	9949.91	9949.91

12	The <b>Storage</b> Should be made out of 16mm solid ply with two side panel, one bottom panel and a back panel. It should have two shutters with approved shade of laminate. The shutter should be fixed onto the cabinet by auto shut hinges, All exposed edges are to be edge banded mechanically with PVC (Rehau/Dolkan) Edge banding tape And hot melt glue.It should have knock down arrangement of fitting. All hardware should be of Heitich make etc complete as per the drawing, design and direction of Engineer-in-charge. (60cm depth and shelves to be provided @ 450mm height)	7.00	SQM	15000.00	105000.00
13	<b>Providing and fixing rolling shutters</b> of approved make, made of 80x1.25mm laths interlocked together through their entire length and jointed at the by end locks mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete including the cost of providing and fixing necessary 27.5 cm long wire springs grade no 2. and M.S. top cover 1.25mm thick for rolling shutter. Item include providing and fixing 2 nos ball bearings of approved make in rolling shutter. Item also include painting of shutter with 2 coats of synthetic enamel paint over a coat of metal primer of approved make & shade and fixing of shutter with lugs of 15x 6mm in 15cmx10cmx10cm cement concrete blocks of 1:2:4 (1cement:2 coarse sand:4 graded stone aggregate). The rate should include cost of all materials, labour etc.	10.00	SQM	3024.30	30243.00
<b>TOTAL</b>					
	Add 10 % for EI works				73376.81
<b>TOTAL</b>					
	Wel fare Cess(1%)				73376.78
	GST(12%)				807144.59
	G.TOTAL				8071.45
	<b>OR SAY</b>				<b>912073.39</b>
					<b>912073.00</b>

**RUPEES NINE LAKH TWELVE THOUSAND SEVENTY-THREE ONLY.**

Rate quoted by the Contractor.....% (both figure and words)less than /Excess Over the amount put to Tender

Percentage of Excess or less: -

(a) In Figures.....% Excess

(b) In words.....% Excess

(c) In Figures... ..% Less

(d) In words ..... % Less

Total No. of Correction: \_\_\_\_\_, Total No. of Over writing: \_\_\_\_\_, Total No. of Interpolations: \_\_\_\_\_

