

GOVERNMENT OF ORISSA

H & UD DEPARTMENT

**OFFICE OF THE MUNICIPAL COUNCIL:
BOUDHGARH**

BID DOCUMENT FOR TENDER CALL NOTICE NO. 1952

DTD.19.06.26



OFFICE OF THE MUNICIPAL COUNCIL, BOUDHGARH.

Boudh, Pin : 762014

e-mail: boudhgarhnac@yahoo.co.in, Ph. No-06841-223024

NOTICE FOR INVITING TENDER (NIT)

No.....1952...../Date. 19.06.26

Bid Identification No. **OR/ULB/BUDM/ 02/2026-27**

1. The Executive Officer on behalf of Boudhgarh NAC invites percentage rate bids for the following works detailed in the table from the Class of Contractors as mentioned in Col-5 of table registered with the State Governments and contractors of equivalent Grade / Class registered with Central Government /MES / Railways for execution of Civil Works. The bidders may submit bids for the works mentioned in column-2 in the Table.
2. The bidders may submit bids for the following work.

Sl No	Name of the work	Estimated cost (without GST) in Rs	Cost of tender paper (non Refundable -online)	Cost of EMD (Refundable)-online @1% of the amount put to tender	Class of Contractor	Time of Completion
1	2	3	4	5	6	7
1	Improvement of road at Bagichasahi near Samaresh Mishra house in ward No :02	5,31,825.00	4000.00	5,381.00	"D"&"C" Class	Two Calendar Month
2	Improvement of Road from PWD road to Tetelenga Village road in ward No 21	16,73,857.00	6000.00	16,738.00	"D"&"C" Class	Three Calendar Month
3	Improvement of road at Butupali from PWD road to Pandit Sahi in ward No 17	4,94,651.00	2000.00	4,946.00	"D"&"C" Class	Three Calendar Month
4	Improvement of road from Marjakud High School to Transit House of District Court in ward No 13	16,75,523.00	6000.00	16,755.00	"D"&"C" Class	Three Calendar Month

3. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website:- www.tendersorissa.gov.in
4. The Bidder shall transfer Online the Paper Cost of the Amount as specified for the work in the table Col No 04 in the Annexure through a process as mentioned / instructed in the DTCN.
5. The Bidder should submit an affidavit made before the Notary regarding payment of the bid security @2% of the quoted amount, if become successful in the bid process, before signing of the agreement failing which his bid will be out rightly rejected. The scan copy of the affidavit will be submitted to the undersigned during submission of the tender through online.
6. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as per office memorandum No : 173 dt

03.01.26 of Works Department and clarification of works department on office memorandum No : 173 dt 03.01.26 vide Office Memorandum No : 632 dt 09.01.26 of Works Department :

I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.

II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;

IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

V. The additional performance security shall be treated as part of the performance security.

VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid. These amendments shall take effect from the date of issue of the O.M. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

7. Bids must be accompanied by scanned copies of valid Registration Certificate, **GST** Registration Certificate, pan card, Affidavit of No Relation Certificate and authentication of documents.
8. The Bid documents will be available in the website: www.tendersodisha.gov.in from **10.00AM** of **dt.23.06.26** to **05.00PM** of **dt.29.06.26** for online bidding.
9. Bids shall be received only “**online**” on or before **5.00PM** of **dt.29.06.26**.
10. Bids received on line shall be opened at **11.00AM** on **dt.30.06.26** in the office of the Executive Officer, Boudhgarh NAC in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed or system failure or malfunction of internet or traffic jam or power failure on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
11. The bidder can withdraw his bid on or before **dt.29.06.26 up to 5.00PM**.

12. The work is to be completed within the stipulated period as mentioned in the Tender Call Notice from the date of issue of work Order.
13. All taxes, fees, royalties etc. payable under the local rules including, GST, Income Tax and Entry fees Shall be paid by the contractor.
14. The tender, which is not in the prescribed proforma and incomplete tenders shall be rejected out rightly.
15. All required tests such as testing of materials, concrete cubes etc are to be done as & when required by the Engineer-in-charge.
16. The publisher of this advertisement reserves the right to amend the advertisement.
17. Any short of industrial disputes between the Contractor and his labour shall not be the responsibility of the Executive Officer.
18. Any loss of life or property during execution of work shall be the responsibility of the Contractor. Municipality shall not take any responsibility towards compensation to be paid thereof.
19. In the case of Govt. under taking, Co-Operative societies, Diploma or Degree holders in Engineering and SC/ST contractors who are registered with the department, the rules framed by Govt. from time to time about EMD/ISD will apply.
20. The contractor has to submit an affidavit expressing his willingness to maintain the work executed by him for succeeding 2(two) years if any defect is found during the period
21. No compensation for any damage done by rains or by any natural calamity or by any miscreant during the execution of work will be paid.
22. The authority reserves the right to reject any or all of the tenders received without assigning any reason.
23. The contractor who has not completed the work in without valid reason as approved by the NAC authority there tender will not be taken in to consideration.
24. The bidder should submit an affidavit regarding No relation and the documents submitted along with the bid is genuine and correct.
25. Financial instrument such as Cost of bidding document and bid security in original and copy of their documents shall have to be deposited before the tender opening authority along with copy of other documents in between the date and time of closing and opening of the tender on working days failing which the bids shall be summarily rejected and will be debarred in participation of future tender process and his portal registration shall be blocked. His name shall also be informed to the registering authority for cancellation of his registration as contractor as per provision under OPWD code clause No-14(v).The name of bidder and name of the work should be clearly mentioned on the envelope for hard copy document.

Executive Officer,
Boudhgarh Municipality.

Memo No. 1953 **Date: 19.06.26**

Copy to Office Notice Board for wide circulation of the notice.

Executive Officer,
Boudhgarh Municipality.

Memo No. 1954 **Date: 19.06.26**

Copy submitted to the Superintending Engineer-cum- ILW, PH Division, Balangir / The Additional Chief Engineer, PH Circle, Bhabanipatna, for favour of kind information and necessary action.

Executive Officer,
Boudhgarh Municipality.

Memo No.1955 **Date: 19.06.26**

Copy submitted to the P.D, DUDA, Boudh / the Collector and District Magistrate, Boudh for favour of kind information and necessary action.

Executive Officer,
Boudhgarh Municipality.

Memo No .1956 **.Date:19.06.26**

Copy submitted to the Director of Municipal Administration-cum-Ex-officio, Additional Secretary to Govt, H & U.D Deptt, Odisha, Bhubaneswar for favour of kind information and necessary action.

Executive Officer,
Boudhgarh Municipality.

Memo No. 1957 **Date:-19.06.26**

Copy forwarded to the I & PR Department, Odisha, Bhubaneswar, ([email-ipr.advt@gmail.com](mailto:ipr.advt@gmail.com)) for information with a request to publish this notice in 2(two) odia daily and 1(one) English daily newspaper for one day with the minimum space, approved rate and submit one copy of publication for reference and copy in duplicate along with the bill within 7days for making payment.

Executive Officer,
Boudhgarh Municipality.



OFFICE OF THE MUNICIPAL COUNCIL, BOUDHGARH.

Boudh, Pin : 762014

e-mail: boudhgarhnac@yahoo.co.in, Ph. No-06841-223024

“e” Procurement Notice

Bid Identification No: **OR/ULB/BUDM/02/2026-27**

Tender call Notice No: 1952 / dtd. **19.06.26**

1. Name of work :-Civil works as mentioned in website.
2. No. of works: **4 No.** of Civil works.
3. Bid value : **Rs.4,94,651.00 to Rs 16,75,523.00**
4. Date and time of availability, received of the bid documents in the portal : **From 10.00 A.M of dt 23.06.26 to dt 29.06.26 up to 5.00P.M** only.
5. Bids received online shall be opened on Dt **30.06.26 at 11.00 AM**
6. Submission of original documents: on or before **10.30AM of DT. Dt.30.06.26**
7. Name & Address of the Officer inviting Bid :- **Executive Officer, Boudhgarh Municipality**

For further details can be seen from the Procurement portal:www.tendersorissa.gov.in

Executive Officer
Boudhgarh Municipality

Memo No ...1957.....**Date:-19.06.26**

Copy forwarded to the I & PR Department, Odisha, Bhubaneswar,([email-i
pr.advt@gmail.com](mailto:ipr.advt@gmail.com)) for information with a request to publish this notice in 2 (two) odia daily and 1(one) English daily newspaper for one day with the minimum space, approved rate and submit one copy of publication for reference and copy in duplicate along with the bill within 7days for making payment.

Executive Officer
Boudhgarh Municipality

INSTRUCTION TO BIDDER

1. Detail of documents to be furnished. Scanned copies of the following documents to be up-load in PDF format in the Website i.e. www.tendersorissa.gov.in
 - a. Tender paper cost will be paid online mode.
 - b. NSC/KVP/TDR from any Nationalized Bank towards EMD/ISD duly pledged in favour of Executive Officer NAC Boudhgarh only for successful bidder
 - c. NSC/KVP/TDR from any Nationalized Bank towards APS duly pledged in favour of Executive Officer NAC Boudhgarh only for successful bidder .
 - d. Valid GST Certificate
 - e. PAN Card.
 - f. Valid Registration Certificate in Xerox
 - g. Affidavit in original for the work regarding correctness of information for each work.
 - i.. No relation certificate with not below the rank of Assistant Engineer of NAC Boudhgarh .
2. Uploaded documents of successful bidders will be verified with the original after opening of the bids.
3. DTCN is not uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN cannot participate in the bidding.
4. The bidders have to produce the original DD/Bankers cheque towards cost of tender paper, NSC/KVP/TDR towards EMD duly pledged in favour of Executive Officer NAC, Boudhgarh alongwith all the original documents deposited at office of the Executive Officer, NAC, Boudhgarh on the schedule date given in notice in the specified tender box failing which the bidder will be disqualified.
5. The successful Bidder only deposit EMD and ISD and Additional Performance Security if necessary shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender.
6. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as per office memorandum No : 173 dt 03.01.26 of Works Department and clarification of works department on office memorandum No : 173 dt 03.01.26 vide Office Memorandum No : 632 dt 09.01.26 of Works Department :
 - I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
 - II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
 - III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
 - IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - V. The additional performance security shall be treated as part of the performance security.
 - VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which

the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid. These amendments shall take effect from the date of issue of the O.M. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

7. As per Govt. letter No.3863/HUD dt.28.01.2013 the single tender received at the 1st attempt for the civil works shall be put to re-tender.

8. For each work before making agreement the successful bidder should given an undertaking that he should submit the details of work programme within 7 (seven) days of getting the work order.

9. The penalty will be imposed on the successful bidder if he can't complete the work in schedule time as per OPWD Code/ as per Municipal Rule.

10. Awarded to the tender to the successful bidder will be followed by guideline of OPWD code to finalized by tender committee of NAC Boudhgarh is final.

Executive Officer
Boudhgarh Municipality

GENERAL CONDITIONS TO BIDDER

1. Before submission of bid, the bidders should visit the work site and completely aware himself/herself about site conditions, availability of materials, labour and water etc.
2. For any doubt regarding site location, drawing, design and specification of the work, the agency may contact the Municipal Engineer / Junior Engineer
3. In case of change of site, specification and scope of work if required during execution, the decision taken by the Municipal Engineer shall be binding on the agency and no claims will be entertained for any changes done as per site condition.
4. The agency shall not sub-let the work to any other agency for execution. However he can appoint site incharge / site-engineer on intimation to NAC.
5. All Govt. dues like royalty and taxes etc. shall be deducted from the bills and will be deposited to concerned departments.
6. Security Deposit, I.T & labour well fare cess as per Govt. norms shall be deducted from each bill.
7. No price escalation will be allowed either on material or on labour cost.
8. The agency has to follow fare wages rule of Labour Deptt. And should not pay less than the prescribed minimum wages to any labour engaged by the concerned agency at the work.
9. Running bills cannot be claimed as a matter of right but may be given at the sole discretion of the Executive Officer if more than 50% values of works are completed. Payment of bills will be made subject to availability of funds.
10. The agency has to complete the work in all respect within the specified date of completion otherwise the NAC will be at liberty to impose penalty on the agency as recommended by the Municipal Engineer and as per the OPWD code.
11. Any dispute in this work if arises shall be referred to the council for decision. If not satisfied, legal shelter may be taken by both the parties limited to Odisha State Jurisdiction.
12. The authority reserves the right to deduct any amount from the bills for any type of defective works and the agency may be directed to completely or partly dismantle the defective work and rectify or re-do as per specification.
13. Detail Orissa standard specifications will be followed for all items wherever the description in items of work is found insufficient to follow.
14. The authority may ask the tendering agency to reduce the rates on negotiation if felt non-affordable
15. The authority reserves the right to reject any or all the tenders without assigning any reason thereof and no claims shall be entertained towards cost of tender papers.
16. The authority may ask the successful contractor to deposit 1% of bid amount as Interim Security Deposit after reviewing his past performance before giving work order.
17. The agency will be sole responsible for quality and quantity of work as specified in tender schedule and as measured and accepted for bills. If any discrepancy or recovery arises or detected by any agency later on, the same will be binding on the contractor for rectification or recovery at his own cost.

18. All bids received will remain valid for 90 days from the date of opening of tender but can be extended by the approval of the tender committee.

19. The required materials for the work will be arranged and supplied by the contractor.

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice.

1. Cement Will be as per IS 269/455 (However the grade of cement to be selected by the Engineer-in-charge of work and complex cube test before commencement of work in each batch)

2. Steel I.S.432 (Plain) and 1786 (Tor)

3. Vibrator I.S.7246

4. Aggregate I.S. 383, I.S.515

5. Water for mixing and curing Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S.456 and I.S.3025.

6. Sand/Fine Aggregate I.S.2116, 383

7. Binding wire I.S.280 (galvanized minimum 1mm)

8. Rain water pipe I.S.2527

9. Construction joints I.S.3414

10. Steel window Frame I.S.1038/83

11. Steel Door Frame I.S.4351/75

12. Fitting & Fixture for joinery works Conforming to IS.7452/82 strictly conform to I.S .specification and as per direction of Engineer-in-charge.

Note: For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & MOST shall be followed. In case of any doubt and absence of provision regarding specification IS shall be referred (Indian standard).

ITEM OF WORK

Concrete shall be with conformity to I.S.456.

2. Foundation shall be with conformity to 1.S.1080.

3. Stone masonry (R.R.) shall be with conformity to 1.S.1597 (Part-I)

4. C.R. Masonry shall be with conformity to I.S.1597.

5. Brick masonry shall be with conformity to I.S.2212.

6. Cement plastering shall be with conformity to I.S.9103 & 6925.

7. Mortar shall be with conformity to I.S.2250

8. White and colour washing shall be with conformity to I.S.6278. 9

. CC in foundation shall be with conformity to I.S.2571.

10. Anti-Termite Treatment shall be with conformity to 1.S.6813 (Part - I & Part - II)

11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I & Part- II)

12. DPC shall be with conformity to 1.S.3067

13. Tar felt treatment shall be with conformity to 1.S.1346

14. Mosaic flooring with conformity to 1.S.2114

15. Steel painting shall be with conformity to 1.S.1477 (Part-I & Part - II) 1.S 1661

DECLARATION CERTIFICATE

I. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before submitting the tender.

II. I/We have carefully studied the conditions of the construction, specification, contract condition and all other document relating to this work and agree to execute the same accordingly.

III. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. In case there is deviation from the construction programme, I/We shall be abide by the decision of Engineer-in-charge for revision of the programme and arrange for the labours, materials, equipment etc accordingly.

IV. In the event of award of the work to me/us, I/We undertake the entire responsibility for the structural stability to re-construct / replace the whole or part of the component of the structure in the event of failure or improper functioning/improper construction within a period of one year from the date of completion without asking for extra payment from any account to the department.

V. I/We undertake that I/We shall not claim any escalation of cost on account of increase in cost of materials, labourers, taxes, or for natural calamities, public nuisance, miscreants or on any account in connection with the work during execution of the work and till its actual completion period.

VI. In case of violation of contents of department's tender documents in shape of extra conditions, or in any form, my / our offer / tender shall be rejected by the department without any intimation to me/us.

VII. I/We undertake that I/We shall not claim anything in any shape from the N.A.C if the work assigned to me /us curtailed or stopped at any stage for want of funds or for any other reasons.

SIGNATURE OF CONTRACTOR

CONTRACT FOR WORKS (GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS)

1. All works proposed for execution by contract will be notified in form of notice inviting tender and signed by the Executive officer in the manner as prescribed in the OPWD Code. 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 the bills. Copies of the specification, designs and drawings and any other documents required in connection with the submission of the tender signed for the purpose of identification by the Executive officer /Municipal Engineer shall be open for inspection by the contractor at the office of the Engineer-in-Charge 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, is must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Receipts for payments made on accounts 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 Boudhgarh N.A.C and their issue rates shall be filled in before the tender is issued for publication on-line. If a form published without having been so filled in, the bidder shall request the office to have this done before he completes and delivers his tender on-line.

5. Any person who submits a tender shall fill up the usual printed form /columns 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 requisite earnest money in any of the forms specified in the notice inviting tender 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 (not applicable in etender).

6. The Executive Officer or his/her duly authorized assistant will open the tenders in the presence of the 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 earnest money forwarded therewith as herein before mentioned be returned to the tenderer.

7. The Executive Officer shall have the right of rejecting all or any of the tenders.

8. In the event of a tender being selected to be recommended for acceptance by the Boudhgarh N.A.C, the officer who will open the tenders will, inform the tenderer of the selected tender who shall thereupon sign copies of the specification and to the documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time, if the tenderer fails to deposit the required amount of the security money within the prescribed time, the N.A.C may reject the tender. If the N.A.C 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 as initial security deposit in shape of Banker's Cheque / Pay Order / Demand Draft drawn on any Nationalized Bank / Scheduled Bank payable at Boudhgarh in favor of the Executive Officer, Boudhgarh N.A.C or National Saving Certificate / Kishan Bikash Patra duly pledged in favour of the Executive Officer, Boudhgarh N.A.C or in shape of cash. No tender shall be finally accepted until the required amount of the security money has been deposited.

10. The amount of the 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 for rejection. Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5 percent of the amount of the each payment to be made to him under Clause 7 of the conditions of contract for work done under the contract.

11. When tender has been selected for acceptance and the required amount of security money has been deposited, the Executive Officer 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 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

CONDITIONS OF CONTRACT

Clause – 1:

All compensation or other sums of money payable by the contractor to Boudhgarh N.A.C under the terms of this 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 the Boudhgarh N.A.C on any account what so ever and in the event of his security deposit being reduced by reason of any such deduction or sales as aforesaid the contractor shall within ten days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of the security deposit or any part thereof

Clause – 2 (a): (Compensation for delay)

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 of an amount equal to ½ (half) percent on the amount of the estimated cost if the whole work as shown by the tender for every day that the work remains un-commenced or unfinished after proper dates or such smaller amount as the Executive Officer may decide, whose decision in writing shall be final and binding. The work should not be considered finished until such date as the Executive Officer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Officer or his authorized agents are fully complied with by the contractor to the Executive Officers 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-fourths of the work before three-fourth of such time has elapsed. In the event 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 every day that the due quantity of work remains incomplete or such smaller amount as the Executive Officer may decide, whose decision in writing shall be final and binding, 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.

Clause– 2 (b) : If there are possibilities of exceeding this compensation amount as maintained 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 the N.A.C (whether paid in one sum or deducted by installments) the Executive Officer shall have power to adopt any of the following courses, as he may deem best suited to the interest of the N.A.C.

i. To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Officer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty and also the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the N.A.C.

ii. To employ labour paid by the Boudhgarh N.A.C 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 price of the materials (of the amount of which the cost and price certificate of the Executive Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect 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 Executive Officer as to the value of the work done shall be final and conclusive against the contractor.

iii. To measure up the work of the contractor and to take such part of the contract as shall be unexecuted out of his hand 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 certificate in writing of the Executive Officer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any sum due to him by the N.A.C under the

contract or otherwise or from his security deposit or the proceed of the sale thereof or a sufficient part thereof. In the event of any of the above courses being adopted by the Executive Officer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased and procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contracts and incase the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Executive Officer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

iv. Security deposit of the contractor shall be refunded only after conduct of audit by the Local Fund Audit or by any agency under the provisions of the Govt. Rules such as AG, SRC & Govt audit, and after receipt of the audit report thereto, provided the final bill has been paid and defects, if any rectified. Audit recovery if any as suggested by the concerned audit as aforesaid shall be deposited by the contractor failing which it shall be deducted from, or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Boudhgarh N.A.C on any account what so ever.

Clause – 3: (Contractor remains liable to pay compensation if action not taken under Clause-6 and power to take possession of or require removal or sell contractor's plants)

In any case in which any of the powers conferred upon the Executive Officer by Clause-3 hereof shall 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 power 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 Executive Officer putting in force the powers vested in him under the proceedings clauses he may 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 or allowing for the same in the account at the contract rates or incase of these not being applicable, at current market rates to be certified by the Executive Officer whose certificate thereof shall be final otherwise the Executive Officer may by notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Officer may remove them at the contractor's expenses 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 Officer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause – 4: (Extension of Time) 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 Officer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Executive Officer shall if in his opinion (which shall be final) reasonable grounds be shown thereon, authorize such extension of time, if any as may in his opinion be necessary or proper. The Executive Officer shall at the same time inform the contractor whether he claims compensation for delay.

Clause – 5: (Final Certificate) On completion of the work, the contractor shall be furnished with a certificate by the Executive Officer 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 Engineer-in- Charge in the site plan on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all woodwork, door & windows, walls, floors or other parts of any building in upon or about which the work is to executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the N.A.C in accordance with the rules of the departments whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off such dirt on or before the date fixed for

completion for the work, the Engineer-in-Charge by orders of the Executive Officer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding of surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Sub-clause – 5 If in the opinion of the Executive Officer which shall be final and binding on the contractor, occupation and utilization of a portion of the work completed in no way interferes with the progress of the work, the same may be occupied or utilized on behalf of the Boudhgarh N.A.C under the written order of the Executive Officer and to get the defects if any rectified by the contractor at his (contractor) own cost within twelve months from the date of completion of the whole work provided that the contractor will not be allowed any concession either in shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause – 6: (Payment on intermediate certificate to be regarded as advances and bill to be submitted monthly)

A bill shall be submitted by the contractor each month on or before the date fixed by the Executive Officer for all works executed in the previous month, and the Executive Officer or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claims 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 Executive Officer or his subordinate shall measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Executive Officer or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects. Provided that, if any balance of the 10% 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 preclude the requiring the bad, unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine, or effect in any way the powers of the Executive Officer under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Clause – 7: The final bill shall be prepared by the office of the Boudhgarh N.A.C in accordance with the rules of the N.A.C in the presence of the contractor within one month of the date fixed for the completion of the work.

Clause – 8: (Stores supplied by N.A.C) If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the N.A.C store, or it is required that the contractor shall use certain store provided by the Boudhgarh N.A.C under the conditions of the contract (such materials and store and the prices to be charged, therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum here to 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 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 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 Boudhgarh N.A.C 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 or his authorized agent. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the N.A.C Store at the prevailing market rate or at the issue rate whichever is less if by

a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause – 8 (a) If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provisions of this Clause with a view to dispose of the same dishonestly, he shall in addition to any other liability, civil or criminal arising out of 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 N.A.C have undertaken to supply materials specified in the schedule here to annexed. There may be delay in obtaining materials by the N.A.C and the contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the N.A.C and to so adjust the progress of the work that their labour may not be remain idle nor may there be any other claim due to or arising from delay in supplying the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the N.A.C on account of delay in supplying materials. However, extension of time for completion of the work can be granted on timely application by the contractor vide Clause-5

Clause – 9: (Works to executed in accordance with specification, drawing and orders etc) The contractor shall execute the whole and every part of the work in the most substantial and work man like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Executive Officer or 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 requires, be entitled at his own expenses to make or cause to be made copies of the specifications and all such designs, drawings and instruction as aforesaid.

Clause – 10: (Do not invalidate contract, Extension of time in consequence of alterations, Rates of work not in estimate or schedule of rates of the district) The Engineer-in-charge shall have power to make any alternation in or additions to the original specifications, designs, drawings and instructions that may appear to him necessary and advisable during the progress of the 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 deviation from the specifications stipulated in the contract nor additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substitute 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 of 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 the rates shall have been determined as lastly herein 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 shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Executive Officer of the N.A.C will be final.

Clause – 11: (No compensation for alteration in or restriction of work to be carried out) If at any time after the commencement of the work the Boudhgarh N.A.C shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Executive Officer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause – 12: (Action and compensation payable in case of bad work) If it shall appear to the Executive Officer or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Executive Officer / Engineer-in-charge specifying the work material 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 Executive Officer /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 Executive Officer /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.

Clause – 13: (Works to open to inspection, Contractor or responsible Agents to be present) All work under or in course of execution or executed in presence of the contractor shall at all times be open to the inspection or 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 writings present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause – 14: (Notice to be given before work is covered up) The contractor shall give not less than five days notice in writing to the Executive Officer/ 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 dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the 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 on payment or allowance shall be made for such work or the materials with which the same was executed.

Clause – 15: (Contractor liable for damage done and for imperfection for three months after certificate) 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, drain, 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 becomes apparent in it within three months from the date of final certificate, of its completion shall have been given by the Executive Officer /Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses, or in default, Executive Officer/ 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 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, 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.

Clause – 16: (Contractor to supply plant, ladders, scaffolding etc and is liable for damages arising from non- provision of lights, fencing etc.) 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 N.A.C store), tools and plants, appliances, equipments, ladders, cordage, tackle, scaffolding and temporary works requisite 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 requirements 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 thereof 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 Executive Officer /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 a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of any suit, action or other proceeding of 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 – 17: No female labour shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labour for the work done by such labourer wages not less than the wages paid for similar work in the neighborhood. The Executive Officer /Engineer-in-Charge shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labourer is less than the wages paid for the similar work in the neighborhood. The Officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age 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. Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the State of Orissa, like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma holders belonging to the State of Orissa

Clause – 18: (Work not to be sub-let, Contract may be rescinded and security deposit forfeited for sub- letting, bribing or if contractor becomes insolvent) The contract shall not be assigned or sublet without the written approval of the Executive Officer. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly 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 the Boudhgarh N.A.C in any way relating to his office or employment, or if any such officer or person shall become in anyway directly or indirectly interested in the contract, the Executive Officer, may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Boudhgarh N.A.C 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 to be paid for any work therefore actually performed under the contract.

Clause – 19: (Sum payable by way of compensation to be considered as a reasonable compensation without reference to the actual loss) All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Boudhgarh N.A.C without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Clause – 20: (Changes in constitution of firm) In the case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Executive Officer for his information. In case of failure to notify the change in the constitution within fifteen days, the Executive Officer 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 the N.A.C 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 to be paid for any works there for 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 respect of the Municipal Engineer, Boudhgarh N.A.C for the time being who shall entitled to direct at what point or points and in what manner they are be commenced and from time to time carried on.

Clause – 22: (Lump sums in estimate) When the estimate on which a tender is made include 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 by his discretion recommend for payment of 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 provision of this Clause.

Clause – 23: (Action where no specification) In the case of any class of work for which there is no such specification as is mentioned in Rule-1, such work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer- in-Charge.

Clause – 24: (Definition of Works) 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 contracted to be executed, whether temporary or permanent, and whether original, altered substituted or additional.

Clause – 25: The Boudhgarh N.A.C shall be entitled to recover in full from the contractor any amount that the Boudhgarh N.A.C 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 contracts.

Clause – 26: That for the purpose of the jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Orissa and it is agreed that neither party to the contract or agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

Clause – 27: The N.A.C 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 – 28: Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

Clause – 29: The contractor shall bear all taxes including GST, income tax, Royalty, fair weather charges and tollage etc in connection with procurement of materials for the work and produce such documents in support of payments as necessary along with his bill failing which the amount so involved will be recovered from his bill at the rates as notified by the Govt. from time to time.

Clause – 30: Statutory deduction at source for Income Tax, GST, labour cess etc shall be made from the gross amount of the bill at their respective rates as stipulated by the Government from time to time.

Clause – 31: After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary work such as vats mixing platforms etc as to be dismantled and all materials removed from site .The ground up to 100-0” wide from the building should be cleared and dressed.

FAIR WAGE CLAUSE

Clause – 32:

(a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen (14) years and shall pay to each labourer for work done by such labourer fair wages. Explanation: - “Fair Wage” means wages, whether for time or piece work prescribed by the State Public Work Department provided that where higher rates have been prescribed under the Minimum Wage Act, 1948 wages at such higher rates should constitute fair wages. The Executive Officer/Engineer-in-Charge shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to pay any labourer for work done by such labourer is less than the wages as per the sub paragraph (i) above.

(b) The contractor shall not withstanding the provision of any contract to contrary, cause to be paid a fair wages to labourer indirectly engaged in the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourer had been immediately employed by him.

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

(d) The Executive Officer or Engineer-in-Charge 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-fulfillment of conditions of the contract for the benefit of the workers, non-payment of wages or deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

(e) Vis-à-vis, the Government of Orissa, the contractor shall be primarily liable for all payments to be made under for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from sub-contractor.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be the breach of this contract.

(g) Under the provisions of the 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 Officer or Engineer-in-Charge concerned shall have the right to deduct the sum not paid on account of wages of weekly holidays to any labourer and pay the same to the person 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 labour doing cement mixing work and blacktopping of roads (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-Charge and on his failure to do so N.A.C shall be entitled to provide the same and recover the cost from the contractor.

(i) The contractor shall submit by the forth and nineteenth 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 in the work (2) their working hours (3) 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, injury caused by them and (5) the number of female workers who have been allowed maternity benefit according the Clause (k) and the amount paid to them falling which the contractor shall be liable to pay to Govt a sum not exceeding Rs50/- for each default to materially incorrect statement. The decision of the Executive Officer shall be final in deducting from any bill due to the contract or amount levied as fine.

(j) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of the agreement, the contractor shall comply with or cause to be "complied" with all the rule, framed by the Govt .This will apply to work places having fifty or more workers.

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

ORISSA PWD / ELECTRICITY DEPARTMENT CONTRACTOR'S LABOUR REGULATION

1. Short Title – These regulations may be called "The Orissa Public Works Department / Electricity Department Contractor's Regulation."

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

i. "Labour" means worker employed by a contractor of the Orissa Public Works Department / Electricity Department/Boudhgarh N.A.C directly or indirectly through a sub-contractor or other person, by an agent on his behalf.

ii. "Fair Wages" means wages whether for the time or piecework described by the State Public Works Department / Electricity Department/ Boudhgarh N.A.C for the area in which the work is done.

iii. "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour in the work taken on contract. iv. "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 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, notices 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 where the work is done. b. Send a copy of such notices to the Executive Officer/ Engineer-in-charge of the work.

4. Payment of Wages : a. Wages due to every worker shall be paid to him direct. b. All wages shall be paid in current coin or currency or in both.

5. Fixation of Wage Period :

a. The contractor shall fix the wage period in respect of which the wages be payable.

b. No wage period shall exceed one month.

c. Wages of every workman employed on the contract shall be paid before the expiry of the days, after the last day of the wage period in respect of which the wages are payable.

d. When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated. e. All payments of wages shall be made on a working day.

6. Wage Book and Wage Card, etc :

a. The Contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars –

i. Rate of daily or monthly wages.

ii. Nature of work on which employed.

- iii. Total number of days worked during each wage period.
- iv. Total amount payable for the work during each wage period.
- v. All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
- vi. Wage actually paid for each work period.
- b. The Contactor shall also maintain a wage card for each worker employed on the work.
- c. The Executive Officer/Engineer-in-Charge may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion may not directly or indirectly employ more than 10 persons on the work.

7. Fines deduction which may be made from wages :

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

i. Fines.

ii. 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.

iii. Deduction for damage to 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 damage or loss is directly attributable to his neglect or default.

iv. Any other deductions, which the Orissa Government may from time to time allow.

b. No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity or showing cause against the fines or deductions. c. The total amount of fines which may be imposed in any one wage period on a work shall not exceeded an amount equal to five paisa in rupee of the wages payable to him in respect of that wage period.

d. No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date on which it was imposed. 8. Register of fines, etc :

a. The contractor shall maintain a register of fines and of all deductions for damage or loss. Such Register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

b. The contractor shall maintain a list in English and 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 in 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 Officer to make investigation or enquiry :

The Labour Welfare Officer or any other persons authorized by the Government of Orissa on their behalf shall have power to make enquiries with a view for ascertaining and enforcing due and proper observance of the fair wage clauses and the provision of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

11. Report of the Labour Welfare Officers :

The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Officer/ Engineer-in-Charge 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 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 persons so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Officer but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of Registers :

The Contractor shall allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of 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 authorized by the Govt of Orissa in that behalf shall be final.

Clause – 33:

The terms and conditions of the agreement have been read / explained to me and I Sri _____ declared that I clearly understand them.

The N.A.C shall not supply any materials what-so-ever for the work. The contractor should be financially stable for advanced procurement of all materials to be required for the work.

Schedule showing (approximately) materials to be supplied, if available, the rates which they are to be charged for and the places at which they are to be supplied.

Particulars	Rate which the materials will be charge to the contractor		Place of Delivery
	Unit	Rs P	

Note:-

1 The persons or firm submitting the tender should see that the rates in the above Schedule are filled up by the Executive Officer on the issue of the form/publishing the NIT prior to the submission of the tender.

2 Before issue of the above materials to him, the contractor shall furnish bank guarantee of any of the Nationalized Banks located at Boudhgarh for a sum equal to the cost of materials. The bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill (s) in full or if the materials are partly utilized materials are returned by him to the department in full and in good condition and receipt thereof duly acknowledged by the concerned departmental officer.

SPECIAL CONDITIONS

1. A detailed work programme shall be submitted by the contractor for completion of the work within the stipulated period which shall be followed strictly during the course of execution and the progress reviewed from time to time.

2. The provisions contained in para 2-2-9, 2-2-23, 2-2-27 of OPWD code volume-1 should be scrupulously followed.

3. Materials required for the work shall be brought from the nearby approved quarries. Payment of royalties will be admissible after passed of the transit receipt by the concerned Tahasildar in case of the materials obtained from the approved quarries. Regarding use of crusher broken chips, metals royalties of which will be admissible on production of valid money receipt from those approved by the concerned Tahasildar having valid sales tax licence. In the event of failure to produce the genuine Royalty receipts from the Revenue Authorities, charges towards royalty of Minor Minerals shall be recovered at the prevailing rates as notified by the Govt from time to time from the bills of the contractor, the current rates being as follows:

- a. All stone products such as metal, boulders and chips etc @ Rs.135.00/Cum
- b. Earth, Sand and Moorum @ Rs.35.00 /Cum

4. All the machineries as Power Road Roller, Bitumen boiler, hot mix plant, sensor paver finisher, concrete mixer, niddle vibrator, plate vibrator, steel shuttering plates, water tanker with pump set etc as per specification shall be arranged at the risk and responsibilities of the contractor for completion of the work.

5. Empty cement bags @ Rs..... / each and empty bitumen drums @ Rs..... / each shall be deducted from the contractors' bill.

6. The following taxes with additional surcharge as applicable from time to time shall be deducted from the gross bills of the contractor:

a. Income Tax @ 2.24%

b. Labour Cess @ 1%

7. Contractor will have to pay the minimum wages to the labour engaged in the work as prescribed by the Govt. from time to time and keep all records ready in this aspect for verification of the officers of Labour Department as well as the state Govt. authorities. The contractor has to obtain valid labour license for the purpose.

8. The contractor shall not claim anything in any shape from the Boudhgarh N.A.C if the work is curtailed or stopped at any stage for want of funds or for any other reasons what so ever. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waved & extinguished.

9. The contractor has to furnish an affidavit at the time of submission of tender about the authenticity of tender documents.

10. In the event of want or paucity of funds, change in structural design and drawing, if the scope of work reduced, contractor shall not claim compensation of any nature from the Boudhgarh N.A.C.

11. The contractor shall record and submit the photographs/video recordings of the work prior to commencement of the work, during progress of the work and after completion of the work in shape of soft copy(CD) and Hard Copy for reference and record prior to finalization of work bills failing which work bills shall not be passed for payment.

12. The contractor shall erect a display board at a prominent place at the work site at his own cost containing the name of the work, programme /scheme /grant under which the work is taken up, year of its sanction, estimated value of the work, materials to be used with its quantity, mix proportion, minimum wages payable to the labourers etc along with all other details as directed by the Executive Officer, before commencement of the work.

13. All the concrete works must be cast in the presence of Municipal Engineer or Junior Engineer and all premeasurements must be made either in the presence of Municipal Engineer or Junior Engineer before casting of RCC works.

14. No extra expenditure will be allowed on any account in pertaining to this work till its completion. Work is to be restricted to funds available.

15. The work is to be completed without cost over-run and time over-run. Responsibility has to be fixed for delay in execution of the work and cost over-run. In no case the work shall be spilled over to the next year and it has to be completed strictly as per the work programme. 1

6. Date of commencement: The date of Commencement of the work shall be the date on which the Executive Officer, Boudhgarh N.A.C signs the Agreement. Any delay on the part of Boudhgarh N.A.C in issuing the work order after the date of acceptance of agreement by the Executive Officer shall not be construed as the cause of delay in the commencement of the work. **If the work not started within 7 (seven) days from the date of issue of work order 50% of the Earnest Money/security money Deposited shall be forfeited.**

17. Date of completion: The contractor shall not be entitled to any compensation on account of delay in handing over the site, giving layout or due to any natural calamity, unavailability of labour, labour unrest, supply of stock materials, T&P, water scarcity and any sort of difficulty encountered by the contractor in any form. But extension of time beyond the stipulated date of completion shall be considered for grant on account of such hindrances as aforesaid, subject to receipt of a written application from the contractor before expiry of 75% of the period of completion or 7 days before the stipulated date of completion whichever is earlier.

18. Progress of the work: The contractor is bound to show proportionate progress of the work, the quantum of work being generally assessed by the supervising officers of Boudhgarh N.A.C at suitable intervals from time to time. If for no particular reasons as aforesaid, the contractor is unable to proportionate progress the Executive Officer, Boudhgarh N.A.C shall have the right to make such deductions as deemed fit from the amount payable to the contractor in shape of running bills. The amount so deducted shall be considered for release only at the time of payment of final bill if the contractor improves on the work.

19. Penalty in delay of completion: If the Executive Officer, Boudhgarh N.A.C is not satisfied regarding the genuineness of delay in completion of the work beyond the stipulated period he may impose penalty @ ½% per day of delay beyond the said date subject to maximum 10% of the

agreement value. The amount of such penalty shall be fixed exclusively at the discretion of the E.O, Boudhgarh N.A.C.

20. Acceptance of measurements: A contractor shall put his signature on the measurement book and the bill before payment is made to him as a token of acceptance of the quantities, specification, rate and amount of the bill and no claim shall be entertained at a later date.

21. Premeasurement: All such work which cannot be measured and quantity cannot be verified at a later date shall be got measured by the concerned Junior Engineer and got check measured by the Assistant Engineer/Municipal Engineer before utilization, execution and covering up. No claim on account of such execution of work shall be entertained at a later date if the quantity of work cannot be measured, check measured or verified after execution.

SPECIAL CLAUSE

1. All quality control tests both at site and laboratory should be conducted as envisaged in CPWD/OPWD/National Building Code and CPWD specifications/ MoRTH specification for Building/Road & Bridge work (4th Revision) and result be recorded and proper quality is to be ensured and contractor is to bear testing cost at his own cost.

2. Quality control tests should be conducted for materials used at all stages of construction and cost will be borne by the contractor.

3. No extra items, quantities and deviation shall be allowed without prior permission from the competent authority.

4. The construction and maintenance of the diversion of the road as required during execution of work should be done by the contractor at his own cost and traffic management and maintenance of this stretches of road during period of execution should also be done by the contractor at his own cost.

5. If any excess payment is made in this work, the said excess amount shall be recovered from the contractor's dues for this work or any other work of this office.

6. The progress of work should be proportionate to the work programme, failing which action as deemed proper shall be taken as per terms and conditions of the tender. If at any time it appears to the Executive Officer that the actual progress of the work does not confirm to the programme to which consent has been given, the contractor shall produce at the request of the Executive Officer, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the stipulated period. If the contractor does not submit an updated programme within this period, the Executive Officer may withheld an amount of 1% of the contract value from the next payment and continue to withheld this amount until the next payment after the date on which the overdue programme has been submitted.

7. The work should be executed as per approved crust design of the flexible / cement concrete pavement. Necessary soil tests / field tests are to be conducted at site to ensure the structural adequacy.

8. The sample of materials to be used for the work shall be got approved from the competent authority before execution of the work.

9. The N.A.C shall not supply any materials what-so-ever required for the work. The contractor /Tenderers are required to submit the information in the following Schedules

INSTRUCTION TO BIDDERS:

1. Minimum Eligibility Criteria:

- a) Required E.M.D.
- b) Copy of valid Registration certificate, valid GST Registration certificate, PAN card
- c) The Appendix from A to E should be submitted in proper format otherwise bid will be cancelled.

Personnel Criteria:

2. To be eligible for qualification, applicants shall furnish the followings. Required E.M.D, Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in proper Appendix and affidavit to that effect including authentication of tender documents.

3. Registration Certificate.

Tenderers are required to submit attested copy of certificate of Registration with Orissa State PWD or equivalent class of CPWD / Railways /MEs/Central Govt. / State Govt. undertakings along with their tenders otherwise the bid shall be considered as no responsive and thus will be rejected.

If the tenderer is a private limited firm/company they are required to furnish following documents along with their tender.

- i). Copy of article of association/registration of the firm/company.
- ii). Copy of authorized signatory of the firm with power of attorney if any.

4. The tender should be mandatorily accompanied with the Attested Xerox copies of the valid GST Registration certificate. PAN card and other requisite documents, otherwise the Bid shall be considered as non-responsive and thus will be rejected.

5. Even if qualifying criteria are met, the bidders can be disqualified for the following reasons, if enquired and convinced by the Department as to Making a false statement or declaration.

6. AWARD OF CONTRACT.

Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions.

If the L-I bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV /firm where such an agency / firm already happens to be or is going to be a partner / member / proprietor, he / they shall neither be allowed for participation in bidding for three years nor his / their application will be considered for registration and action will be initiated to blacklist him / them. **In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-I bidder, otherwise the tender will be cancelled.**

7. EMPLOYER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:

Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

8. SIGNING OF CONTRACT AGREEMENT:

The bidder / tenderer whose bid has been accepted will be intimated by the Municipal Commissioner prior to expiry of the validity period. This letter (hereinafter called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution and completion of the works by the contractor as prescribed in the contract (here-in-after and in the contract called the "Contract Price").

The notification of award will constitute the formation of the contract, subject only to the furnishing of the Initial Security Deposit in shape of cash / National Savings Certificate / Demand Draft on any Nationalized Bank duly pledged in favour of the Executive Officer, NAC, Boudh, and in no other form. The ISD shall be 1% of the value of the accepted tendered amount (excluding EMD already deposited) and sign the agreement in fulfillment of the contract in the office of the Municipal Engineer/Municipal Commissioner as directed.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after Twelve months of successful completion and commissioning of the work subject to payment of the final bill and will not carry any interest. The E.M.D. will be forfeited in case where tenderers back out from the offer before acceptance of tender by the competent authority.

The tender accepting authority will verify the originals of **all the scanned documents of the successful lowest bidder only after opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.**

9. Additional Performance Security (APS): Amendment to Para 3.5.5 (v) Note – ii of OPWD Code Vol.-I by modification vide Works. Department Office Memorandum No.5288 dated.4.05.2016. Additional Performance Security shall be obtained from the successful bidder when the bid amount is less than the estimated cost. The successful bidder shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Executive Officer NAC, Boudh in the sealed envelope soon after selection as L1 Bidder.

10. CORRUPT OR FRAUDULENT PRACTICES:

The Employer requires that bidders/ suppliers/ contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

Defines for the purposes of this provision, the terms set forth below as follows:

“Corrupt practices” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so. By misusing the position in which they are placed. and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and “Fraudulent practice” means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the borrower of the benefits of free and open competition; will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded If at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing the contract.

11. TERMS AND CONDITIONS OF TENDER.

I /We do here by tender for the execution of the work specified in the underwritten memorandum at the rates specified there in DTCN from the date of written order to commence and in accordance in all respects with in specification designs, drawings, and other documents referred to

in rule thereof and subject to the following terms and conditions of tender and in all other respects in accordance with such condition so far as applicable

The paving of roads shall be done on wall-to-wall basis, without leaving any soil on either side by fixing of 80mm thick cement concrete interlocking paver block of M-40 grades of approved make, design and size made by Block making machine with proper compaction conforming to IRC SP-63.2018

The DTCN condition cover concurrent of three years of defect liability period and maintenance period of the constructed roads to ensure qualitative work & good condition of road for at least 3 years period. In addition to that 10% Security deposit (2 % towards initial security deposit at the time of signing of the agreement +8% Security deposit to be deducted from running or final bill amount to cover the maintenance period of the roads), which shall be released to the Executing Agency@ 2% at the end of 1st year after completion of the Road, @3% at the end of 2nd year after completion of the Road and @5% at the end of 3rd year after completion of the Road. In case, the Executing Agency fails to maintain the road properly during the above mentioned three years period, the ULB shall incur expenditure and maintain the road at the cost and risk of the Executing Agency and the entire expenditure so incurred by the ULB shall be recovered from the 10% security deposit available with the ULB, apart from blacklisting of the contractor.

The specifications of the materials to be used and the defect liability period & maintenance period conditions as mentioned at Col. 5 & 6 above shall be part of the agreement, while assigning the work to the Executing Agencies.

The works should be executed following standard PWD specifications & IS code.

The Executing agency shall undertake to repair and maintain the road/drain /building of any normal defect if occur within Two year from the date of completion at his own cost after which SD will be refunded. The Executing agency shall undertake to execute work in stipulated time failing which he will be penalized as per O.P.W.D code. Initial security deposit is to be deposited before the commencement of the work.

The contractor will be responsible for the payment of all royalty or other charges for quarrying materials. All local taxes including state sales tax and income tax, ferry by and tollage charges are to be paid by the contractor.

The tender may not at the discrepancies of competent authority to consider unless accompanied by attested true copy of Income tax sales tax clearance, non-assessment certificate as the case may be and original produce before the NAC, Boudh at the time of opening of the tender.

Every tenderer must examine the detailed specification in the Office during Office hour before submitting his tender. The right is reserved without impeding the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increased or decreased shall in to case invalidate the contractor rates. It shall be definitely. Understood that the Municipal Corporation does not accept any responsibility for the correctness of completeness of the quantity shown in the schedule. The schedule is liable to alternation by commission or additions or deductions and such omission, deductions shall in no case invalidate the contract and no extra monetary compensation will be for entertained.

All reinforcement cement concrete work should conform to office detailed standard specification and should be of preparation (1:2:4) or(1:11/2:3) as the case may be with 12mm to 20mm size CBHG chips not to exceed 25% size hard broken granite chips Proper curing shall also be ensured.

Shuttering and centering shall be with seasoned sal wood planks the inside of which shall be lined with suitable shuttering and centering with proper bracing and removed after at least 21 days and above from the date of casting.

The contractor shall make all arrangement for proper storage of materials, raising shed for the storage of materials and pay of watchmen etc. will be borne by the contractor. The department is not responsible for considering the theft of materials etc. at site.

For purpose of jurisdiction in the event of dispute if any contractor should be deemed to have entered into within the state of Orissa and if agreed that neither party to the contract not the agreement will be commenced to being a suit in regard to the meters covered by this contract at any place outside the state of Orissa.

After the work us Finalized all supplies materials and derbies and to be removed by the contract and preliminary work such as mixing platform etc are to be dismantled and all the materials removed from the site. The ground up to 15 m wide from the building should be cleared and dressed no extra payment will be made to the contractor on this account. The rate quoted must be inclusive all these items.

The contractor shall not interfere with the execution of water supply or electricity fittings arrangement and any other work on trusted to other agency by the Department at any time during the progress of the work.

The department will have the right to inspect the scaffolding, entering made for the work and can reject partly or fully such structures if found defective.

The contractor has to arrange for water supply ,for all work and make sanitary arrangement at his own cost for the work and his labour camp contractor has arrange adequate lighting arrangement for night work whenever required at his own cost.

Bailing out water form the foundation either rain water or subsoil water if necessary should be borne by the contractors. No payment will be made for bench marks, level pillars profiles and benching and leveling ground where required. The rates quoted should be for furnishing items of works inclusive of these incidentals items of work.

Cement concrete in roof slab, beam column and etc. whatever prescribed by the Engineer-incharge will be done by means concrete mixture this purpose.

I should be understood clearly that no claim what so far will be entertained .As regards extra items of work or extra quantity of any items besides estimated amount. A written order must be obtained from the responsible Officer of Municipal Corporation and rates settled before the work is taken up.

Tender shall be abiding by the O.P.W.D safety code rule introduced by Govt. of Orissa of Works Dept. and all supplies will he made as per Orissa standard specification / relevant IS code.

The contractor will be abiding by the fair wages clause at introduced by the Govt. The contractor should arrange at his own cost necessary tool and plants such as pumps, vibrator, and Paver finisher. Tar boiler, concrete mixture etc. required for the efficient execution of the work and the rates quoted should be inclusive of the running charges of such plants and cost of consumable. The work of road metal and gravel will be measured in boxes of size 1 .5m x I .5m x O.5m to he measured as 1 .5mx 1 .5m x O.44m packed stacks percentage of void should be determined on actual observation and void deducted accordingly.

APPENDIX — A

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR
ABANDONMENT OF WORK BY THE TENDERER**

1. Is the tenderer currently involved in any litigation relating to the works.
If yes: give details: Yes / No

2. Has the tenderer or any of its Constituent partners been debarred!
Expelled by any agency in India
During the last 5 years. Yes / No

3. Has the tenderer or any of its Constituent partners failed to Perform on any contract work in NAC, Boudh
If yes, give details: Yes / No

Note:

If any information in this Appendix is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signature of the Tenderer

AFFIDAVIT

1. Sriaged about
.....years, Son/daughter/wife of Sri
.....at present residing
.....P.ODist..... PIN
.....do hereby solemnly affirm as follows.

2. That I /We posses valid license for execution of work contract issued by
..... and valid up to..... I am submitting tenders before
Executive Officer, NAC, Boudh for execution of...
.....in response to tender call Notice
No..... dated.....

3. That I am the authorized signatory on behalf of contractor for the tender for the work mentioned above

4. I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before Executive Officer, NAC, Boudh including EMD in any shape is all authentic and bonafide documents in the eyes of law of land.

Signature of the Tenderer /
Authorized signature

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related**(*) to any officer of P.W.D of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Orissa / NAC, Boudh. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

BIDDERS CONTACT INFORMATION & BANK DETAILS

Name of the Bidder : _____
Class : _____
Address : At- _____
P.O. _____
Dist: - _____
Pin: - _____
Telephone No. : _____
Mobile No. : _____
E-mail Id : _____
Bank Account Number : _____
IFSC Code : _____

Signature of the Tenderer

Date:-

Tender Call Notice No. _____ date _____

To

The Executive Officer,
NAC, Boudh

I/We. The undersigned, declare that:

I/We understand that according to term & condition as contained in Tender/bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended/impaired or derogated from the tender in any respect, my/our Bid during the period of bid validity or its extended period, if any

or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity specified in the bid document (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security/ Bank Guarantee, in accordance with the Instructions to Bidders.

or

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;

or

d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid as specified in the bid documents.

Place:
Date:

Signature of the Tenderer
Name/Organization
Seal

(Note: In case of a consortium/Joint Venture, the Bid Security Declaration must be in the name of all partners to the consortium/Joint Venture that submits the bid)