

**OFFICE OF THE NOTIFIED AREA COUNCIL, REDHAKHOL
'e' Procurement NOTICE.**

**No. 898 / NAC Dt. 09.04.2025
Bid identification No. RDL NAC – 1/2025-26
Tender ID- 2025_ORULB_112355**

1. The Executive Officer invites percentage bid in single cover system on behalf of NAC, Redhakhol for the following works from eligible government registered contractors for execution of the Civil work. The proof of registration from the appropriate authority shall be enclosed along with the Bid.

Sl. No	Name of the work.	Estimated Cost (Excluding GST)	E.M.D. Rs	Class of contract or	Tender paper cost	Period of completion.
1	2	3	4	5	6	7
1	Const. of paver road/Concrete road at Sundhimunda Maharasahi in ward No 02	338518	1% of EC	D&C	2000	30 days
2	Const. of paver road from Santosh house towards PWD in ward No 03	253643	1% of EC	D&C	2000	30 days
3	Const. of paver road at Biswanathpur from NH 55 Sahu house towards Anganwadi in ward No 06	253643	1% of EC	D&C	2000	30 days
4	Const. of Paver road at Suru House towards Anand Kedia House in ward No 07	253643	1% of EC	D&C	2000	30 days
5	Const. of Paver road from RD road towards Purunagarh Jharjhari Matha in ward No 1	507781	1% of EC	D&C	4000	30 days
6	Repairing of road at Sundhimunda from Sarata Prusti House towards Sethi House in ward No 02	338518	1% of EC	D&C	2000	30 days
7	Const. of paver road in front of Siva Mandir in ward No 03	253643	1% of EC	D&C	2000	30 days
8	Const. of paver road at Talisahi towards sir House in ward No 04	253643	1% of EC	D&C	2000	30 days
9	Const. of paver road from Binod House towards Dutia House in ward No 05	423281	1% of EC	D&C	2000	30 days
10	Const. of paver block road at khandadhip from NH 55 towards Luku House in ward No 07	423281	1% of EC	D&C	2000	30 days
11	Const. of paver block road from Hari House road at Madhusudanpada in ward No 07	253643	1% of EC	D&C	2000	30 days
12	Completion of paver road from Rushi House towards Dharmu House in ward No 09	338518	1% of EC	D&C	2000	30 days
13	Const. of paver road at Bagichasahi from Laxmann Nanda House towards Rama Bebera House in ward No 11	423281	1% of EC	D&C	2000	30 days
14	Const. of paver road at Adarshanagar from Ashish Ray house towards Laxman Pradhan House in ward No 11	423281	1% of EC	D&C	2000	30 days
15	Const. of paver road from Chinmaya House towards Kerandijore in ward No 12	338518	1% of EC	D&C	2000	30 days
16	Const. of paver road from Motilal House towards Bira Sir House in ward No 12	338518	1% of EC	D&C	2000	30 days
17	Const. of paver road from Royal Club towards Ramesh Singh House in ward No 13	1016360	1% of EC	D&C	6000	30 days
18	Const. of paver road from Santosh Mahananda House towards Bhima Urma House in ward No 03	253643	1% of EC	D&C	2000	30 days
19	Compl. Of paver road from Telephone Exchange towards RD road in ward No 04	253643	1% of EC	D&C	2000	30 days
20	Const. of paver road at Kuhi from Kaiblaya House toward Daya House in ward No 05	338518	1% of EC	D&C	2000	30 days
21	Const. of paver road from C.C road towards Ghanashyam House in ward No 05	168825	1% of EC	D&C	600	30 days
22	Const. of paver block road from Bidya office towards Jharia house in ward No 07	253643	1% of EC	D&C	2000	30 days
23	Const of paver road at Samukanagar in ward No 09	253643	1% of EC	D&C	2000	30 days

24	Const. of paver road at Adarshanagar from JavaSchool towards Parsu House in ward No 11	253643	1% of EC	D&C	2000	30 days
25	Const. of paver road at Adarshanagar from PWD road towards Rashmita Mohapatra House in ward No 11	168825	1% of EC	D&C	600	30 days
26	Const. of Paver road at Dehursahi near Janani House front in ward No 11	168825	1% of EC	D&C	600	30 days
27	Const. of paver road from Muna House towards Pramod House in ward No 12	338518	1% of EC	D&C	2000	30 days
28	Const. of paver road from Kelakata Ambaburi towards Gada Behera House in WN1	253643	1% of EC	D&C	2000	30 days
29	Const. of paver road at Kaithasahi towards Kerandijore in ward No 04	253643	1% of EC	D&C	2000	30 days
30	Const. of paver road at Adarshanagar near Dillip RI house in ward No 11	168825	1% of EC	D&C	600	30 days

2. Contract and other necessary documents can be seen in the website www.tendersodisha.gov.in

3. Cost of Bid Documents/ Tender Paper: Cost of Bid Documents/ Tender Paper specified against each work in column 6 of table of N.I.T. The paper cost should be paid online in the portal in a single payment. The bidder is solely responsible for successful payment and he will not be able to participate in case of failure. Department of State Procurement Cell, NIC and designated Bank should not be held responsible or failure of payment by the bidder.

4. Earnest Money Deposit (EMD): Earnest Money Deposit (EMD) specified against each work in column 4 of table of N.I.T. The EMD should be paid online in the portal in a single payment. The bidder is solely responsible for successful payment and he will not be able to participate in case of failure. Department of State Procurement Cell, NIC and designated Bank should not be held responsible or failure of payment by the bidder.

5. 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

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

7. GST: The GST is applicable shall be payable to the contractor on each bill amount on production of tax invoice.

8. The Bid documents will be available in the website www.tendersorissa.gov.in from 10.00 A.M. of dt. 10.04.2025 to 05.00 P.M. of 24.04.2025 for online bidding.

9. The Bidder must possess compatible Digital Signature Certificate (DSC) of Class III

10. Bids shall be received only "on line" on or before 5:00 P.M. of 24.04.2025

11. Bids received on line shall be opened at 9.00 AM on 25.04.2025 in the office of the undersigned 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 on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

12. All original documents along with affidavit of lowest bidder will be verified before issue of work order.

13. As per the Works Department Letter No. 5310 Dt. 02.05.2009 and letter No. 5140 Dt. 28.04.2009, Labour Cess @ 1 % (One percentage) will be deducted from the bill of the contractor.

14. 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.4559 dated.05.04.2021. 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 NAC, Redhakhol in the sealed envelope soon after selection as L1 Bidder.

Sl. No	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

15. Engineers Contractors who want to avail EMD exemption have to furnish one affidavit declaring therein to the effect that they have not yet availed three nos. of EMD exemption during the financial year and to show the original registration certificates to the tender opening authority for confirmation. Any bidders desirous to avail any facility as per certain circular/- orders of Govt. have to apply for the same in affidavit along with copy of the circular/-order.

16. The sealed Bid document shall contain scan copy of (a) Registration certificate, (b) PAN, (C) GST Registration certificate, (d) Cost of Tender Paper (Tender Fee) and EMD and other document required as per DTCN and special condition if any.

- Even if qualifying criteria are met, the bidders will be disqualified for the following reasons
- if enquired and convinced by the Department as to making a false statement or declaration in APPENDIX- A to E
- Past record of poor performance.
- Past record of abandoning the work half way / recession of contract.
- Past record of in-ordinate delay in start / Completion of the work.
- Past history of litigation.

Other details can be seen in the enclosed Bidding documents (DTCN).

17. Bidders should read the terms and conditions carefully before bidding.

18. The Authority reserves the right to cancel any or all the Bids without assigning any reason thereof.

Sd/-
Executive officer
NAC, Redhakhhol

Memo No. 899 **Date. 09.04.2025**

Copy Submitted to the Collector, Sambalpur / P.D, DUDA, Sambalpur / Adl Chief Engineer, PHED-cum-ILW, Sambalpur for information and necessary action .They are requested to publish the same in their Office Notice Board for wide publication.

Sd/-
Executive Officer
NAC, Redhakhhol

Memo No. 900 **Date. 09.04.2025**

Copy Submitted to Sub-Collector , Rairakhhol / Tahasildar ,Rairakhhol / Asst. Executive Engineer (R&B), Sambalpur / Asst. Executive Engineer (R.D), Sambalpur / Asst. Executive Engineer, RWSS ,Rairakhhol / Asst. Executive Engineer P.H.D. Rairakhhol for information and necessary action. They are requested to publish the same in their Office Notice Board for wide publication.

Sd/-
Executive Officer
NAC, Redhakhhol

Memo No. 901 **Date. 09.04.2025**

Copy forwarded to the sambalpur.odisha.gov.in for information and necessary action with a request to publish the same in Sambalpur website for wide publication.

Sd/-
Executive Officer
NAC, Redhakhhol

Memo No. 902 **Date. 09.04.2025**

Copy forwarded to the NAC website and office notice board for wide publication of the notice.

Sd/-
Executive Officer
NAC, Redhakhhol

Memo No. 903 **Date. 09.04.2025**

Copy submitted to ipr.avdt@gmail.com with a request to publish the matter in two odia daily News Paper in one issue as per the prescribed I & PR rate and submit bills in duplicate Along with publication of paper for payment.

Sd/-
Executive Officer
NAC, Redhakhhol



ବିଜ୍ଞାପିତ ଅଂଚଳ ପରିଷଦ, ରେଦାଖୋଲ

OFFICE OF THE
NOTIFIED AREA COUNCIL, REDHAKHOL.
(ODISHA), DIST- SAMBALPUR
E-mail:- eonacrdl@gmail.com



'e' Procurement NOTICE.
No. 898 / NAC Dt. 09.04.2025
Bid identification No. RDL NAC -1/2025-26
Tender ID- 2025_ORULB_112355

The Municipal Executive Officer on behalf of NAC Redhakhhol invites tenders in Single Cover System. Bid documents consisting of specification the Schedule of Quantities and the set of terms and conditions of contract and other necessary documents can be seen the Govt. Website i.e. <https://tendersodisha.gov.in>

- | | |
|---|---|
| 1. Number of Civil works/Others | : (30) numbers |
| 2. Estimated Costs | : 1.68 crore to 10.16 crore |
| 3. Period of completion | : As per NIT |
| 4. Date and time of availability of the bid documents in the portal | : From 10.00 A.M. of 10.04.2025 to 05.00 PM of 24.04.2025 |
| 5. Last Date/ Time for receipt of bids in the portal | : 05.00 PM of 24.04.2025 |
| 6. Bids will be opened on | : 9.00 AM of Dt. 25 .04.2025 |
| 7. Name and address of the officer inviting bid: | Executive Officer, NAC Redhakhhol |

Sd/-
Executive Officer
NAC Redhakhhol

Memo No 903 /NAC Dt 09.04.2025

Copy submitted to ipr.advt@gmail.com with a request to publish the matter in two odia daily News Paper in one issue as per the prescribed I & PR rate and submit bills in duplicate along with publication of paper for payment.

Sd/-
Executive Officer
NAC Redhakhhol

GENERAL CONDITIONS OF THE DTCN/CONTRACT

1. **Goods and Service Tax (GST) Clearance Certificate:** Tenderers are required to submit self-attested copies of valid GST Clearance Certificates along with their offers, failing which their offers will not be considered for evaluation. Failure to comply this instruction within the stipulated period shall render his /her/their tender incomplete and shall be rejected with other punitive action against the said defaulter bidder as deemed fit by **NAC Redhakhol**.
2. **Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by **NAC Redhakhol** that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then **NAC Redhakhol** may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as **NAC Redhakhol** may decide just & proper for completion of the procedure(s). The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalisation of the corresponding tender(s) of the bidder(s) or on the tender for the work.
3. **No Claim for Bidding /Cancellation of Tender, etc:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
4. **Understanding the DTCN Before Bidding:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (DTCN Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by **NAC Redhakhol** with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
5. **Drawl of Agreement:** If L₁ bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding at least for three years in **NAC Redhakhol** and action will be taken to blacklist the contractor. In that case, the L₂ bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L₂ bidder negotiates his/her/their rate and terms and conditions at par with the rate quoted by the L₁ bidder, otherwise the tender will be cancelled.
6. **Work Programme:** The selected bidder shall submit construction schedule during signing of the agreement. The same shall be approved with necessary modification, if any, by **NAC Redhakhol**. However, **NAC Redhakhol** shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the selected bidder to abide by such changes in construction schedule/bar chart as per direction of **NAC Redhakhol**. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the **NAC Redhakhol**.
7. **Urgent Work:** Taking into consideration of the urgency of the work in the opinion of **NAC Redhakhol**, if the executant is unable and unwilling to carry out the work, the Engineer-in-Charge may execute the work through MSG following the instruction given vide HUD-FUND-SCH-0003-2023 Letter No.-15616/Dated 05.08.2023. The ISD to be forfeited and the contractor will be blacklisted.
8. **Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to **NAC Redhakhol** for information. In case of failure to notify the change(s) within 15 days, **NAC Redhakhol** may, by notice in writing, rescind the contract and the security deposit of the contractor shall, thereupon, stand forfeited and be absolutely at the disposal of **NAC Redhakhol** and, the same consequences shall be ensured as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.
9. **Contract not to be Sub-let:** The contractor shall not subcontract/sublet the work assigned to him. If the contractor shall assign or sublet any part or whole of this contract or attempt to do so, the contract shall be rescinded with forfeiture of the EMD, ISD and penalty will be imposed as may be decided by **NAC Redhakhol**.
10. **Payment/Deduction/Withhold/Retention of Duties, Levies, Taxes & Security Deposit:**
 - (i) The contractor shall bear all Taxes Duties, Levies, Central and State Taxes Cess, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages, as applicable, & **NAC Redhakhol** shall not entertain any claim whatsoever in this respect other than admissible for payment as per rules and practices. Statutory withhold/deduction of taxes, SD, MSD as applicable, shall be done by **NAC Redhakhol** from each running account bill of the contractor.
 - (ii) Notwithstanding anything contained in this DTCN, 8 % of each bill amount found payable to the contractor, as decided and corrected by **NAC Redhakhol**, shall be withheld by **NAC Redhakhol** from each bill towards performance security. The EMD and ISD (as applicable) with the withheld performance security amount(s) shall be treated as **Security Deposit (SD)** and retained by **NAC Redhakhol** till such period for due fulfilment of the agreement conditions by the contractor vide **Special Conditions of this DTCN** .
11. **No Payment for Preparatory/Facilitating Works, etc:** No payment shall be made by **NAC Redhakhol** towards survey and preparatory/facilitating works/items such as; investigation, testing, commissioning, site cleaning and levelling precaution and safety gear, inspection, etc. After the work is finished, all surplus

materials, preparatory/facilitating works such as; vat, cement mortar/concrete mixing platform, scaffolding, etc., should be removed from the sites and the sites should be made clean/free from unwanted/unnecessary (as decided by NAC Redhakhol) objects/articles both biotic and abiotic in nature. The sites should be cleared and dressed properly with outward slopes away from the structure(s), if any. After the work is completed in all respects, the contractor shall vacate the site within a week from the date of completion & commissioning after making good the damages, if any.

12. **Custody of Materials:** The contractor shall be responsible for safe custody of his/her/their materials at the work sites and NAC Redhakhol will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this DTCN/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of NAC Redhakhol or of, any other agency/organisation engaged/allowed by NAC Redhakhol, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which NAC Redhakhol shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to NAC Redhakhol in required shape and manner or till, NAC Redhakhol takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till NAC Redhakhol declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by NAC Redhakhol.

13. **Supply of Materials:**

(i) The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of BIS specifications and Codes of Practices or in their absence to other specifications as may be decided by NAC Redhakhol. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by NAC Redhakhol. In the event of there being no specifications born in the SORs of Odisha for the items required for the work, whether included in the Financial Bid or not, such items of the work shall be carried out by the contractor in accordance with the instructions and requirements of NAC Redhakhol.

(ii) NAC Redhakhol shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

(iii) NAC Redhakhol shall have the right for removal from the work sites, of all materials which, in its opinion, are not in accordance with the specifications and in case of default, NAC Redhakhol shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

14. **Contractor to Provide and Facilitate Inspection, Safety Gear, etc:**

i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that can not be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.

ii) **Inspection:** NAC Redhakhol will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

iii) **Working Platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.

iv) **Safe Means of Access:** Safe means of access shall be provided to all working platforms and other working places.

v) **Precaution Against Electrical Equipment's:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.

vi) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution 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. The contractor not to come cause blockage of traffic /disruption of the traffic.

vii) **Personal Safety Equipment's:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.

viii) **Precaution Against Fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

ix) **Demolition :** Before any demolition work is commenced and also during process of work;

- a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
- b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
- c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
- d) no floor roof or other parts of the building shall be over loaded with debris or materials which may render it unsafe.

15. Fair Wages Clause:

(a) 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 work done by such labourers fair wages.

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

NAC Redhakhol 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 labour is less than the wages described above.

- (b) **NAC Redhakhol** shall have the right to enquire whether any labour employed by the contractor is below the age of fourteen years and to refuse to allow any labour below the age of fourteen years for engagement in this work by the contractor.
- (c) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.
- (d) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (e) City Engineer/Municipal Engineer, **NAC Redhakhol** shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (f) Vis-à-vis, **NAC Redhakhol**, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

16. **Contractor to Respond for Disengagement of Unruly Labour/Personnel:** **NAC Redhakhol** are to have round the clock access to the work sites during execution and defect liability period. **NAC Redhakhol** may require the contractor to remove dismiss any labour/representative(s) of person of the contractor’s found to be incompetent or ill mannered/behaved or of doubtful background/integrity, etc., and the contractor shall comply with such requirements.

17. **Provision for Workman Compensation:** **NAC Redhakhol** shall not be held liable to pay any compensation to any workman under workman’s compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court, **NAC Redhakhol** pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.

18. **Contractor to Indemnify NAC Redhakhol:** The contractor shall take every precaution not to damage or injure life and/or property of any person/organisation/entity in connection with this work. He shall indemnify and keep **NAC Redhakhol** indemnified against all claims for injuries or damages to any person/property which

may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible. NAC Redhakhol will not assume any responsibility on this account.

19. **Resident Engineer(s) and Assistant(s):** The contractor shall engage for this work, qualified and experienced Resident Engineer(s) and Assistant(s) to the satisfaction of NAC Redhakhol. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of NAC Redhakhol which will be binding on the contractor.

20. Odisha PWD / Electricity Department Contractor's Labour Regulations

20.1 "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

20.2 "Wages" shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.

20.3 **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 in which the work is done.
- (b) Send a copy of such notices to the Engineer-in-charge of the work.

20.4 **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

20.5 **Fixation of Wage Period:**

- (a) The contractor shall fix the wage period in respect of which the wages be payable. No wage period shall exceed one month.
- (b) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (c) 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.
- (d) All payments of wages shall be made on a working day.

20.6 **Wage Book and Wage Cards, etc.:**

- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed
 - (c) Total number of days worked during each wage period
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.

- (3) City Engineer/Municipal Engineer, **NAC Redhakhol** 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 100 persons on the work.

20.7 Fines and Deductions Which May be Made from Wages:

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

20.8 Register of Fines, etc.:

- (a) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (b) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

20.9 Preservation of Register: The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (twelve) months** after day of the last entry made in them.

20.10 Powers of Labour Welfare Officer(s) to Conduct Investigation or Enquiry:

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

20.11 Report of Labour Welfare Officer(s): The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to City Engineer/Municipal Engineer, **NAC Redhakhol** indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.

20.12 Appeal Against the Decision of Labour Welfare Officer: Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to City Engineer/Municipal Engineer, **NAC Redhakhol** but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

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

20.14 Submission of Return: The contractor shall submit periodical returns as may be specified from time to time.

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

21. **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the contractor, without prior written permission of **NAC Redhakhhol**, shall be considered as breach of contract and **NAC Redhakhhol** reserves the right to take such actions as it may deem fit against the contractor.
22. **Rescission of Contract:** Subject to other provisions contained in this DTCN or in the agreement, **NAC Redhakhhol** may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:
- i) If the **contractor** having been given by **NAC Redhakhhol** a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/fail to comply with the requirement of such notice for a period of seven days thereafter.
 - ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
 - iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of City Engineer/Municipal Engineer (which shall be final & binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from City Engineer/Municipal Engineer, **NAC Redhakhhol**.
 - iv) If the contractor fails to follow and comply with the relevant provisions this DTCN and/or agreement.
 - v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

When the contractor has made himself liable for action under any of the cases aforesaid, **NAC Redhakhhol** shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of City Engineer/Municipal Engineer shall be conclusive evidence), 20% of the value of the left over work will be realized from the contractor as Penalty in addition to other punitive measures deemed fit by **NAC Redhakhhol** including debarring the contractor from participating in **NAC Redhakhhol** tenders at least for 3 years, blocking his/her/their DSC in the e-procurement portal and recommending the corresponding licence issue authority not to renew the licence of the contractor.

In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reasons of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work /performance of the contractor.

23. **Black Listing:** A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor may be blacklisted.
- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
 - b) Involvement in any sort of tender fixing.
 - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d) Persistent and intentional violation of important conditions of contract.
 - e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
 - f) Submission of false/ fabricated / forged documents for consideration of a tender.

In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the state.

24. **Force Majeure:** Neither the contractor nor **NAC Redhakhhol** shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due to the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the future execution of the contract for mutual settlement.
25. **Jurisdiction for Legal Dispute:** That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.

SPECIAL CONDITIONS OF THE DTCN/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/executed/drawn between **NAC Redhakhol** & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by **NAC Redhakhol** or due to any natural calamity or labour unrest or non-availability of labour, theft of materials or any kind of force majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then **NAC Redhakhol** shall have the right to take any action deemed fit against the contractor as per the agreement and/or OPWD Code including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either to start or expedite and complete the work/utterly or written defiance to achieve required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, **NAC Redhakhol** shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through MSG following the instruction given vide HUD-FUND/SCH-0003-2023 Letter No.15616/Dated 05.08.2023 and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by **NAC Redhakhol**. **The employer NAC Redhakhol also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization /entity regarding this work and/or the conditions/instructions associated with this work.**
4. The decision of Commissioner/Executive Officer, **NAC Redhakhol** regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Commissioner/ Executive Officer, **NAC Redhakhol** is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor @ **0.05%** per day of delay of the value of work lying unfinished subject to a maximum **10%** of the agreement amount.
5. **NAC Redhakhol** reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of **NAC Redhakhol** and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to **NAC Redhakhol**
6. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor & **NAC Redhakhol**. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Odisha Schedule of Rates (SOR) of PHEO & Works Deptt. or local market rate(s), as applicable for the items/components not covered under SOR subject to approval of City Engineer/Municipal Engineer, **NAC Redhakhol**
7. The contractor shall put his/her/their signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by **NAC Redhakhol**.
8. The timeline(s) for the nature of work(s) to be executed by the contractor shall be communicated by **NAC Redhakhol** through telephone/physically/e-mail/letter by post and contractor has to abide by the same failing which it will be treated as a breach of contract and hence, **NAC Redhakhol** will be a liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in **NAC Redhakhol** tenders, blocking of DSC of the contractor, etc.
9. The APS (if any) submitted by the contractor shall be refunded within two months from the date of completion of the original work.
10. No interest will be paid by **NAC Redhakhol** on the EMD furnished by any bidder, on the EMD and ISD of the contractor and on the amount(s) to be retained/withheld/deducted by **NAC Redhakhol** from the bill amount(s) of the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

No claim in this regard in any manner by the contractor or any organization /entity shall be entertained/accepted by NAC Redhakhol.

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 & filled up of all required information with signature & date otherwise bid will be rejected.

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-1 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-1 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, Redhakhol, 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, Redhakhol 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 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, Redhakhol 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 l .5m x 0.5m to he measured as 1 .5mx 1 .5m x 0.44m 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. Yes / No
If yes: give details:
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, Redhakhol 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 aboutyears, Son/daughter/wife of Sriat present residingP.ODist..... PINdo 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, Redhakhol 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, Redhakhol including EMD in any shape is all authentic and bonafide documents in the eyes of law of land.

Signature of the Tenderer /
Authorized signature

APPENDIX — C

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, Redhakhol. 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:-

APPENDIX — D

BIDDERS CONTACT INFORMATION & BANK DETAILS

Name of the Bidder : _____

Class : _____

Address : At- _____

P.O. _____

Dist: - _____

Pin: - _____

Telephone No. : _____

Mobile / Whatsapp No. : _____

E-mail Id : _____

Bank Account Number : _____

IFSC Code : _____

Signature of the Tenderer

Date:-

Tender Call Notice No. _____ date _____

To

The Executive Officer,
NAC, Redhakhol

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:

Signature of the Tenderer

Date:

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)