

OFFICE OF THE
NOTIFIED AREA COUNCIL
KESINGA, KALAHANDI, PIN-766012

BID IDENTIFICATION No. 3180 / NAC (K), DATED 22.11.2021
Tender Reference No. KSNB-NAC-03/2021-22

INVITATION FOR COMPETITIVE BIDDING

1. The Executive Officer, N.A.C, Kesinga invites sealed **Percentage Rate** bids in single cover system for the works detailed in the table below, from appropriate Class of contractors registered with **Kesinga NAC / PHED / RWSS / RD / WR / PWD** of the State Government, so as to be eventually drawn up in PWD 'P1' contract form for executing following works.

Sl. No.	Name of the work (Item-wise)	Approx. value of work (in `)	Class of Contract or	Earnest Money Deposit (in `)	Cost of Tender Document (in `)	Period of completion
1	2	3	4	5	6	7
1	Construction of Black Top road from Khalia Tank to Prahari Mandap in W.No.1	1607505.00	Class-C or Class-D	The bidder has to submit bid security declaration in lieu of bid security as per O.M.No.5984, dt.27.04.2021 of Works Deptt. Odisha	6000.00	01 (One) Month
2	Construction of paver block road near Banmali Behera and Basant Naik house in W.No.2	715048.00	Class-C or Class-D	-do-	4000.00	01 (One) Month
3	Construction of paver block road near Muslim Pada in W.No.2	536276.00	Class-C or Class-D	-do-	4000.00	01 (One) Month
4	Construction of Black Top road from Tinkonia Chhak to Ram Kumar Bansal house in W.No.4	1071884.00	Class-C or Class-D	-do-	6000.00	01 (One) Month
5	Construction of Black Top Road, drain Repair and laying of cover slab from NH 26 to Pramod Kata house of Gountiapada in W.No.6	1071983.00	Class-C or Class-D	-do-	6000.00	01 (One) Month
6	Construction of paver block road from Sri Vihar to Surya Nagar Road in W.No.7	1339605.00	Class-C or Class-D	-do-	6000.00	01 (One) Month
7	Construction of Black Top Road with RCC drain from NH 26 to Palka pada via Smart park in W.No.8	1518436.00	Class-C or Class-D	-do-	6000.00	01 (One) Month
8	Construction of paver block road, drain and laying of cover slab from New Life School to Gobardhan Shika house in W.No.8	714814.00	Class-C or Class-D	-do-	4000.00	01 (One) Month
9	Construction of Paver block road from Harijan Pada to Yadav pada in W.No.8	714871.00	Class-C or Class-D	-do-	4000.00	01 (One) Month

10	Construction of paver block road and perpherial development of Minis Stadium in W.No.9	1607860.00	Class-C or Class-D	-do-	6000.00	01 (One) Month
11	Construction of paver block road with drain and laying cover slab over drain at Mini Stadium in W.No.9	1339513.00	Class-C or Class-D	-do-	6000.00	01 (One) Month
12	Construction of paver block road, drain and laying of cover slab near Rabi Tandi house of Budha danger pada in W.No.11	715068.00	Class-C or Class-D	-do-	4000.00	03 (Three) Months
13	Construction of Black Top road from NH 26 to Durga Mandap in W.No.12	1340281.00	Class-C or Class-D	-do-	6000.00	01 (One) Month
14	Construction of Black Top road from NH 26 to Durga Mandap via Jagadish Prasad Agrawal house in W.No.12	1607952.00	Class-C or Class-D	-do-	6000.00	01 (One) Month

2. Bid documents consisting the plans, specifications, the schedule of quantities and the detail terms and conditions of contract and other necessary documents can be seen in office of the undersigned during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the said address.
3. **The Bidder must be upload the Scan copies of original documents as follows**
1. **Valid Contractor's Registration/License Certificate**
 2. **Valid GST Registration Certificate**
 3. **PANCARD**
 4. **Cost of Tender Document (Tender Paper Cost)**
 5. **Earnest Money Deposit Receipt (EMD)**
 6. **Additional Performance Security (APS) see SI.point no-08**
 7. **Non-Relation Certificate**
 8. **Affidavit on Authenticity of documents**
 9. **Experience if any**
4. The Bid documents will be available in the website [www. tendersorissa.gov.in](http://www.tendersorissa.gov.in) from **10.00 A.M.** on **dt. 24.11.2021** to **5.00 P.M.** on **dt.03.12.2021** for online bidding
5. The Bidder must possess compatible Digital Signature Certificate (DSC) of Class II or Class III.
6. Bids shall be received only "on line" on or before **5.00 P.M.** on **dt.03.12.2021**
7. Bids received on line shall be **opened** at **11.00 A.M.** on **Dt. 06.12.2021** 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 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.
8. **Tender must be submitted with the cost of bid documents (non-refundable), EMD/ Bid security as mentioned in the above table, which shall be paid electronically through the payment gateway of SBI / ICICI / HDFC as per W.D.O.M. No.6785 dated 09.05.2017 read with W.D.O.M. No. 17254 dated 05.12.2017.**

As per Works Department Office Memorandum No.5984, dt.27.04.2021 considering the difficulties faced by the vendors and to facilitate completion in wake of slowdown of the economy due to tender documents but “Bid Security Declaration” in lieu of Bid Security with stipulation that if they withdraw or modify their bids during period of validity etc. they will be suspended for the time specified in the tender documents.

Additional Performance Security

Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e estimated cost put to tender less the quoted amount as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of **Executive Officer, N.A.C. Kesinga along with the price bid at the time of execution of Agreement.**

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)

The SC/ST bidder who is willing to take the benefit of 10% grace, shall has to furnish the APS accordingly to avail the 10% grace over his bid price/quoted rates. Otherwise he will not be eligible to claim the benefit of 10% grace.

9. An **affidavit** towards authenticity of documents must be attached with the bid documents.
10. Labour cess in accordance with Building & Other Construction Workers' Welfare act @ 1% will be deducted from the Contractor's bill.
11. The following machineries must be used by the bidder at the time of execution of work, as directed by Engineer-in- charge / Authority.

Road Concreting	Surface/ Plate Vibrator, Mixer Machine
Road improvement	PRR
Guard wall	Needle Vibrator, Mixer Machine
Drain	Needle Vibrator, Mixer Machine
Buildings	Needle Vibrator, Surface Vibrator, Mixer Machine

12. The work should be completed in scheduled period.
13. If any intending bidders wish to withdraw from participation in the bid. He/She can freely withdraw from the participation before scheduled date and time of closure. In case the 1st lowest Bidder or even the next lowest bidder withdraw in series one by one in later stage thereby facilitating a particular Bidder for award then that shall be penalised with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such

back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivizing the bidder.

14. Other details can be seen in the bidding documents
15. The Authority reserves the right to reject any or all the Bids without assigning any reason thereof.

Sd/-(22.11.2021)
Executive Officer
N.A.C.,Kesinga

GENERAL SPECIFICATIONS & CONDITIONS OF CONTRACT

1. Conditional tenders containing terms and condition are liable for rejection.
2. The Bidders are required to furnish evidence of ownership of machineries such as concrete mixer, vibrator, cantering materials failing which tenders will not be taken in to consideration.
3. The Bidder shall furnish a declaration along with tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above. If the fact subsequently proved to be false, the contract is liable to be rejected.
4. **No escalation** of cost in respect of labour, POL, materials & other item, If any, will be entertained during the course of execution of work.
5. (a) The Percentage excess or less over the cost put to tender for the work should be written both in figure and words and in case of discrepancies between quoted percentages in **figures and words**, the same in words will prevail. The rate quoted by the firm shall be firm till completion of the work.
(b) In case of submission of Bids through the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. The bidder shall download that particular Excel sheet and fill in rates in figures at the appropriate location. The line item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder.
(c) In case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate whether his price offer is how much excess or less than the estimate amount. The contractor will write percentage excess or less up to **two decimal point only. The bidder is not supposed to change or modify the format of the excel sheet in any form.**
6. The Bidders are required to furnish attested copies of valid PAN Card, Labour License and renewed registration of **GST No.** at the time of submission of tender document and originals of which are to be produced before the date of opening.
7. The detail of work can be had in the office of the Executive Officer, Kesinga N.A.C. during office hours on any working days.
8. (a) Relevant ISI standard, PWD / PHD Specification of Government of Odisha is to be followed during course of execution.

- (b) Complete copies of the drawing and specifications signed by the department Engineer and the same or copies thereof are to be kept with the works in-charge of the contractor's agent which is to be constantly kept on the ground by the contractor and to whom instructions can be given by the department Engineer.
 - (c) The contractor is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the department Engineer to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour, all vouchers for the same are to be delivered to the Engineer or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorised by the Engineer and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.
 - (d) Any authority given by the Engineer for any alterations or addition in or to the works is not to vitiate contract but all additions omissions or variations made in carrying out the works are to be measured and valued and certified by the Engineer and added to or deducted from the amount of the contract as the case may be at rates in accordance with the **sanctioned schedule of rates**, in force at the time when the particular item of work was commenced. In those cases in which rates do not exist, the **Inspector of local Works** will fix the rates to be paid and his decision shall be final.
9. Machine mix shall be used in concrete work for all structure. Vibrator of appropriate type shall be used for compaction of concrete.
10. The contractor shall use Reinforcement (SAIL / TATA / Vizag) confirming to Fe-415 grade and I.S. specification and Cement shall not be less than O.P.C.-43 grade of reputed manufactures confirming to relevant I.S. specification for execution of the work. All the work including supply of materials to be executed as per relevant IS specification and direction of Engineer-in-charge.
11. The Lowest Bidder shall submit **the quality test certificate report of materials** used in work, as and when required. The Engineer-in-charge or his authorised representative shall have the right to inspect and test the materials collected by the contractor for use in the work. The materials not confirming to relevant specification shall be rejected and the contractor shall have to replace the defective materials immediately. The Engineer-in-charge shall have the authority to reject or accept any or all the works and materials and to direct the contractor to stop the work, if the work is not taken up to the specification. The Engineer-in-charge has the right to inspect the work and can reject partly or fully each structure, if found defective in their opinion. Inspection by the Engineer-in-charge of the Department shall not relieve the contractor of his liability for rectifying the defects which may subsequently appear or be detected during execution of the work. The Engineer-in-charge shall also have authority to suspend a part or whole of the above and no claim whatsoever on this account made by the contractor shall be entertained. In case of any dispute the decision of the **Inspector of Local Works** shall be final and binding. If in the opinion of the Engineer-in-charge any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Engineer-in-charge forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Engineer-in-charge is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.

12. Materials if any, issued by department will be supplied to the contractors from NAC store and will be carried by contractor at his own cost and risk.
13. The Authority at NAC, Kesinga, reserves the right to test any material at any of the reputed laboratories if necessity arises and the cost of such test(s) shall be borne by the contractor and rejected materials shall have to be replaced by the contractor by approved material at his cost. Reinforced Concrete to be tested as per OPWD standard norms in reputed laboratories and the expenses thereof are to be borne by the Contractor. The contractor shall give cubes to the Department made of samples from fresh concrete taken as per I.S. 1199 of latest edition, cured for 7 days and 28 days for testing from the following components. Cost of testing of concrete cube will be borne by the contractor.
The sample shall be taken from the following components.
 - i. Foundation.
 - ii. Floors.
 - iii. Each lift of the wall.
 - iv. Roof slab / dome:In the event of the deviation from the desired strength the contractors shall have to dismantle the defective part of construction and make good the damages at his risk and cost.
14. Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centring and shuttering of the structures.
15. The contractor should arrange at his own cost, necessary T&P such as pump, vibrator, concrete mixer, scaffolding materials etc. as would be required during execution of work.
16. On completion of construction, the contractor shall clear all the left over surplus earth, bricks, boulders, debris, scrap, temporary structures etc. from the construction site, transported and dumped in areas as directed by the Department's Engineer and present the entire premises in a neat and tidy manner. All units, equipment, tanks, reservoirs, pipelines etc. shall be cleaned thoroughly and disinfection shall be done, without any extra claim.
17. On no account, the contract work should be assigned or subject to sublet and in such event the contract may be rescinded by Executive Officer, by giving a notice in writing, The contractor should be duly liable indemnity to the NAC for any compensation payable by NAC to any quarter and in such case the same would be recovered from the contractor. During execution of work, if it is found that the work / part of the work is sublet, the Executive Officer / Engineer-in-Charge may there upon 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. In addition, the contractors shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.
18. If the contractor shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the contractor whether the authority claims compensation for delay, in case there is any delay in execution due to non-availability of stock materials or land or rise in cost of materials and labour or any reason whatsoever beyond the control of

authority, the contractor is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee / Secretary / Legal Advisor while considering the application of the contractor for extension of time and can impose any condition which shall be binding on the contractor.

- 19.** The contractor should abide by the fair wages clause notified by the Government in Labour Department and in force during the period of execution and shall not pay less than the fair wage fixed by Government to the labourers engaged by him for the work. 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 labourer, for the work done by such labourer, fair wages. Fair wages means wages whether for time or piecework, prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages. The Engineer-in-charge shall have the right to enquire into and to decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood. The Engineer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of fourteen years and to refuse to allow any labourer whom he decides to be below the age of fourteen years, to be employed by the contractor.
- 20.** From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Kesinga NAC harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.
- 21.** If at any time after the commencement of the work, the NAC shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Executive Officer / Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from 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 or increase of the work as originally contemplated.
- 22.** If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building or structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within six months from the date of the final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security or the proceeds of sale thereof or a sufficient portion

thereof and the contractor shall be liable to pay of the expenses not so recovered by the Engineer-in-charge.

23. No claim for compensation for any damage caused by rain or any other natural calamities during the execution of work will be entertained.
24. All safety measures are to be taken by the contractor during the execution and till final completion of work by the contractor at his own cost.
25. The agency has to submit Bar Chart / PERT analysis before execution of Agreement and the same shall form part of the Agreement.
26. Under no circumstances interest is chargeable to the contractor for the due or additional dues if any payable to him for the work.
27. All tender received will remain valid for a period of 90 days from the date of opening of tender.
28. Payment will be made subject to availability of funds.

Other Requirements:

29. Even if the Contractor meets other criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
30. The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.
31. In addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his tender, he will be blacklisted.
32. Original documents / certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.
33. The Contractor shall bear all expenses associated with the preparation and submission of his tender. The Executive Officer, Kesinga N.A.C. shall in no case be responsible or liable for reimbursement of such expenses.
34. The Bidder shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities and shall collect any other information which may be required before submitting the tender. Any further data required during execution of the work / scheme shall be ascertained by the contractor at his own cost.
35. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall also be inclusive of all duties, levies, taxes of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.
36. If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or be adjusted against any sum payable to him.
37. The work is to be **completed within the stipulated period** as mentioned in the NIT.
38. Compensation for Delay:

- (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to $\frac{1}{2}$ percent of 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 un-finished after the proper dates (The work should not be considered finished until such date as the Engineer-in-charge shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Engineer-in-charge or his authorised agents, are fully complied with by the contractor to the Engineer's satisfaction). And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the
- (b) work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% (Ten percent) of the estimated cost of the work as shown in the tender.
- (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the Engineer-in-charge on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
- i) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Executive Officer shall be conclusive evidence) 20% of the value of the left over work will be realized from the contractor as penalty.
- ii) To employ labour paid by NAC and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Engineer-in-charge 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 Engineer-in-charge 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 work of the contract, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract, unless and until the Engineer-in-charge 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.

39. Circumstances for Rescission of Contract:

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract, the Engineer-in-charge may give to the contractor or his assignee or trustee as the case may be, notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the Engineer-in-charge to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Engineer-in-charge by the contractor or may be set off by the Engineer-in-charge against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

Subject to other provisions contained in this clause the Engineer-in-charge of the Department may without prejudice to his any other rights or remedy against 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, recommend the accepting authority to rescind the contract in any of the following cases:

- i) If the **contractor** having been given by the Engineer-in-charge, 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 or un-workmen like manner shall omit 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 the Engineer-in-charge (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-charge.
- iv) 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 period specified in a notice given in writing in that behalf by the Engineer-in-charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the **accepting authority** shall have the powers to rescind the contract (of which rescission notice in writing to the contractor under the hand of Executive Officer shall be conclusive evidence), **20% of the value of the left over work** will be realized from the contractor as Penalty.

40. In case of rescission of contract, the contractor shall have no claim to compensation for any loss sustained by him by regions 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

41. 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, on following circumstances:

- a) Misbehavior / threatening of Departmental and 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.

42. 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.

DECLARATION BY THE BIDDER / AFFIDAVIT

- 1. I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
- 2. I have carefully studied the conditions of the contract, specification and other documents of this work and I agree to execute the same accordingly.
- 3. I solemnly pledge that I shall be sincere in discharging my duties as responsible contractor and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipment etc., punctually. In case there are deviations from the construction programme, I shall abide by

the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipment etc.

4. I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the authority at Kesinga N.A.C. has the liberty to take any action as deemed fit.

All provisions of the scope of work and terms & conditions of the contract have been read by me and I certify that I clearly understand them and agree to abide by them.

Signature of the Bidder.

Sd/-(22.11.2021)
Executive Officer
N.A.C., Kesinga