

OFFICE OF THE NOTIFIED AREA COUNCIL, DHAMNAGAR,

Pin:-756117(Odisha), Tel. No-06786-236056

E.Mail: dhamnagarnac-bdk@gov.in / dhamnagar.nac@gmail.com

No: 3858

Date: 29.11.2023

"e" Procurement Notice

Bid Identification No- 05/DNRNAC/2023-24

Bid Documents consisting of Work, Estimated Cost, Cost of Tender Paper, EMD, Time of Completion, Class of Contractors and the set of terms and conditions of contract and other necessary documents can be seen in Govt. website i.e. www.tendersodisha.gov.in.

- | | |
|---|--|
| 1. Name of the Work | : Civil const. works as mentioned in DTCN. |
| 2. No. of Works | : 8 (Eight) Nos. |
| 3. Estimated Cost | : As per DTCN |
| 4. Period of Completion | : 30 days |
| 5. Date and Time of Bidding | : 04.12.2023 (10.00 AM) |
| 6. Last date and Time for receipt of bids in the portal | : 16.12.2023 upto 5:00 PM |
| 7. Submission of Original Document | : 18.12.2023 to 19.12.2023 upto 5:00 PM |
| 8. Bids received online shall be opened on | : 20.12.2023 at 11:00 AM onwards |
| 9. Name and address of the officer inviting Bid | : Executive Officer, Dhamnagar NAC |

Further details can be seen from the procurement portal i.e. www.tendersodisha.gov.in

Straik
29/11/2023
Executive Officer
Dhamnagar NAC

Memo No: 3859 /Date: 29.11.2023

Copy submitted to the Deputy Director (Advertisement) & Deputy Secretary to Govt., I & P.R. Department, Odisha, Bhubaneswar with a request to get this e-Procurement Notice published in one no. of leading Oriya Dailies and one no. of English Daily News Paper within a minimum space on or before **Dt.03.12.2023** for wide circulation of the tender call notice. The complimentary copy of the newspaper publishing the e-Procurement notice may be sent to this office for reference and record & the bill may be sent for necessary payment as per the rate approved by I & P.R. Department, Odisha.

Straik
29/11/2023
Executive Officer,
Dhamnagar NAC

Memo No: 3860 /Date: 29.11.2023

Copy submitted to the Nodal Officer, e-Procurement, Housing & Urban Development Department, Government of Odisha, Bhubaneswar / D.I.O., NIC, Bhadrak for favour of kind information and necessary action.

Straik
29/11/2023
Executive Officer
Dhamnagar NAC



**OFFICE OF THE NOTIFIED AREA COUNCIL,
DHAMNAGAR
Dist: BHADRAK**

BID IDENTIFICATION NO: 05 / DNRNAC / 2023-2024

**DETAILED TENDER CALL NOTICE
& PRICE BID DOCUMENTS**

**FOR
(" Road ")**

PERCENTAGE (%) RATE BID CONTRACT

**GOVERNMENT OF ODISHA
HOUSING & URBAN DEVELOPMENT DEPARTMENT**

OFFICE OF THE NOTIFIED AREA COUNCIL, DHAMNAGAR

Pin:-756117 (Odisha) Tel.No-06786-236056 / E.Mail: dhamnagar.nac@gmail.com

No: 386 /Date: 29.11.2023

TENDER CALL NOTICE

Bid Identification No: 05 /DNRNAC /2023-2024

The Executive Officer, Dhamnagar, Dist.- Bhadrak, Pin-756117 invites percentage basis bids only on "ON LINE" in the website www.tendersodisha.gov.in for the construction of works detailed in the table from eligible Contractors registered with the State Government & Contractors of equivalent Grades/Class for execution of civil works, on production of definite proof from the appropriate authority. The Bidders may submit bids for any or all of the following works separately.

WORK LIST

Sl. No	Name of the work	Estimated Cost (Without GST)	E.M.D @ 1%	Cost of the Tender paper	Class of Contractor	Period of Completion
1	2	3	4	5	6	7
1	Const. of Paved Surface Over Kuchha Road from Sarat Pradhan House to Laxmidhar Samal	6,40,834/-	6,408/-	4,000/-	D & C Class	30 days
2	Const. of Paved Surface Road from Medical Chhak to Biranchi Tripathy House in Ward No.05	16,91,779/-	16,917/-	6,000/-	D & C Class	30 days
3	Const. of Paved Surface Road from Satar Miya House to Razak Miya House in Ward No. 05	5,04,288/-	5,042/-	4,000/-	D & C Class	30 days
4	Const. of Paver Surface Road from Agira Chhak to Jagannath Temple House in Ward No. 07	4,00,042/-	4,000/-	2,000/-	D & C Class	30 days
5	Const. of Paved Surface Over Kuchha Road from Dhania Bhuyan House to Madan Bhuyan House Last	5,70,000/-	5,700/-	4,000/-	D & C Class	30 days
6	Const. of Paved Surface Over Kuchha Road from Bato House to sahabbir House	11,31,834/-	11,318/-	6,000/-	D & C Class	30 days
7	Const. of Paver Surface Road from Madha Mallik House to Bholu Ghara House in Ward No 10	4,97,940/-	4,979/-	2,000/-	D & C Class	30 days
8	Const. of Paver Surface Road from Prasanna Das House to Parikita Das in Ward No.11	8,87,984/-	8,879/-	4,000/-	D & C Class	30 days

IMPORTANT DATES

Procurement Officer	Bid Identification No.	Availability of Tender Online for bidding		Last Date & Time seeking Tender Clarification	Last date of receipt of Original Documents	Date & time of Opening Tender
		From	To			
1	2	3	4	5	6	7
Executive Officer NAC Dhamnagar	05 /DNRNAC /2023-2024	04.12.2023 At 10.00 A.M.	16.12.2023 up to 5.00 P.M.	16.12.2023 up to 5.00 P.M.	18.12.2023 Up to 19.12.2023 5.00 P.M.	20.12.2023 At 11.00 A.M.

INSTRUCTION TO THE BIDDER

Scanned copies of the following documents to be up-loaded in PDF format in the website www.tendersorissa.gov.in i.e.

- Valid Contractor License
- PAN
- GST Registration Certificate
- Demand Draft towards Tender Paper Cost
- Bid Security as per the format attached in DTCN
- Affidavit regarding correctness, no relation certificate

Instruction to Bidders

1. Bids must be accompanied by **scanned copies of financial instruments towards Earnest money deposit / Bid security of the amount** specified for the work in the table col. 4 above in shape of Fixed deposit receipt of Scheduled Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly **pledged in favour of Executive Officer, Dhamnagar NAC**, Dhamnagar payable at Dhamnagar as specified for the work at col. 2 above.
2. **"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, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the additional performance security as detailed given below as per Office Memorandum No-4559/W dt.05.04.2021 of Works Department, Government of Odisha.

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.
01	Below 5%	No Additional Performance Security
02	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
03	From 10% and above	150% of (Difference between estimated cost put to tender and Bid amount)

The successful bidder have to furnish Additional Performance Security (APS) as mentioned above in shape of Term Deposit Receipt pledged in favour of the Executive Officer, Dhamnagar NAC, Dhamnagar NAC from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder as per Works Department letter No. 14459/W dt.20.09.2018.

This shall take effect from the date of issue of this Office Memorandum. The Codal provision exists in Works Department Office Memorandum No.14459/W dated 20.09.2018 stands modified to the above extent with effect from the date of issue of this Office Memorandum.

The security will be refunded after one year on completion of the work in all respect provided the final bill is passed and will not carry any interest. Any defect noticed during the period of one year after the actual date of completion shall be rectified by the contractor at his own cost. Failure to comply such rectification the cost involved to carry out the defective work shall be met from his dues available with Department. (Ref.Works Deptt. Order No. 17823 / US dt.11.10.2006.

The e-procurement portal system shall generate the award of the contract letter and intimate the bidder in his e-mail after acceptance of the agreement.

- a. Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damaged will be imposed.
- b. The contractor shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
- c. The date of commencement of work shall be as notified in work order.
- d. On signing the agreement the site will be handed over to the contractor for execution and completion of works in all respect.
- e. On no account, the contract work should sublet to any body without prior approval of tender accepting authority of the Department. In such an event the contract may be rescinded.
- f. The authority reserves the right to make such increase or decrease in quantity of items of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/ vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.
- g. The work may be spitted up and distributed among several contractors if considered necessary on the exigency of the circumstances of the work and the contractor is not entitled to any compensation on this account.

Sraik
Executive Officer
Dhamnagar NAC

DETAILED TENDERCALLNOTICE

- i. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement.
- ii. DTCN is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN cannot participate in the bid.
- iii. The bidders have to produce the original D.D. towards cost of Tender Paper in approved form before the Tender Opening Authority i.e. Executive Officer, Dhamnagar NAC on or before the date and time of opening, failing which the bidder will be disqualified.
- iv. Tenders for the works: Sale and receipt through online and will be opened by the Executive Officer, Dhamnagar NAC, or his authorized subordinate in the office of the Executive Officer, Dhamnagar NAC, on dated **20.12.2023 at 11.00 A.M** in the presence of the tenderers or their authorized agents.
- v. Only those tenderers who are willing to accept all the terms and conditions of this Detailed Tender Call Notice need to submit the tenders. Joint Venture/Consortium agreements/M.O.U.s are not allowed to participate in the Bid.
- vi. The Initial Security Deposit should be in shape of pledged NSC/POTD/POSB/KVP/Deposit receipt of Scheduled Bank. In case the actual cost of work exceeds the original cost of work as to make together with deposits already realized an amount equal to the prescribed percentage of the actual cost of work executed.
- vii. In the case of Govt. Undertaking, Co-operative Societies, Diploma or Degree holders in Engineering and SC and ST contractors who are registered with the Department, the rules framed by the Government from time to time about Initial Security Deposit will apply.
- viii. Request for transfer /adjustment of Earnest Money Deposit from other work will not be entertained.
- ix. Royalty will be deducted as per the Govt. provision in analysis of rate.
- x. Each Tenderer is to be expected to inspect the site of the proposed work to know the exact working condition before date of opening.
- xi. The written agreement in Municipal Form No. Will to be entered into between the successful Tenderer here-in-after called the Contractor within three days from the date of receipt of letter of acceptance and the Dhamnagar NAC, shall be the foundation of the rights of both the parties and the contract shall be deemed to be in complete until the agreement has been first signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the State Govt. If the successful bidder fails to execute the agreement by depositing required ISD within the due date as mentioned in the letter of acceptance, then his tender will be cancelled and the work will be entrusted to the L2 bidder.
- xii. Tender may not at the direction of the competent authority be considered unless accompanied by attested Xerox copies or attested true copies GST and the original certificates are to be produced before the tender opening authority as and when required for verification.
- xiii. All the rates and prices in the tender shall cover all taxes GST and any other local taxes, ferry, toll ages charges and royalties and any other charges.
- xiv. The contractors shall produce necessary receipts in support of payment of royalty and taxes for the materials supplied by them for the work failing which ~~roy~~ taxes as applicable will be deducted from their bills.
- xv. The work is to be completed in all respects within the period mentioned in calendar months from the date of written order to commence the work.
- xvi. If 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. In that case, the L-2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L-2 bidder negotiates at par with the rate quoted by the L-1 bidder otherwise the tender will be cancelled. 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.
- xvii. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representative, the concerned Executive officer and municipal engineer remain present.
- xviii. **Additional Performance Security shall be obtained from the successful bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the amount of differential cost as mentioned in the above clause in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Executive Officer, Dhamnagar NAC at the time of agreement. In case of the bidders quoting less bid price/rate than the estimated cost put to tender and have not furnished Additional Performance Security in shape of Demand Draft/Term Deposit Receipt, their bid will not be taken into consideration.**
- xix. After opening the tenders if a tender withdraws himself from the competition during the validity of tender, the contractor shall be suspended for a time period as decided by the authority

xx. The Work is to be started within 7(Seven) days of the issue of the Work Order .In case of non-compliance of the time period the work order will be canceled without any notice.

" Non completion of work within the prescribed time period will attract penalties of to , i.e- 5%(As per O.P.W.D code) of the value of the work! "

The NAC Authority reserves the right to reject any or all tenders without assigning any reason thereof.

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 Dhamnagar NAC.

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 Dhamnagar NAC that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then Dhamnagar NAC may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as Dhamnagar NAC 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 Dhamnagar NAC 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 Dhamnagar NAC 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 Dhamnagar NAC. However, Dhamnagar NAC 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 Dhamnagar NAC. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the Dhamnagar NAC.

7. **Urgent Work:** Taking into consideration of the urgency of the work in the opinion of Dhamnagar NAC, 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 Dhamnagar NAC for information. In case of failure to notify the change(s) within 15 days, Dhamnagar NAC 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 Dhamnagar NAC 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 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 Dhamnagar NAC.

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, & Dhamnagar NAC 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 Dhamnagar NAC from each running account bill of the contractor.

ii. Notwithstanding anything contained in this DTCN, 8 % if each bill amount found payable to the contractor, as decided and corrected by Dhamnagar NAC, shall be withheld by Dhamnagar NAC 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 Dhamnagar NAC till such period for due fulfillment 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 Dhamnagar NAC towards survey and preparatory/facilitating works/items such as; investigation, testing, commissioning, site cleaning and leveling 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 Dhamnagar NAC) objects/articles both biotic and a biotic 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 Dhamnagar NAC 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 Dhamnagar NAC or of, any other agency/organisation engaged/allowed by Dhamnagar NAC, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which Dhamnagar NAC 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 Dhamnagar NAC in required shape and manner or till, Dhamnagar NAC takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till Dhamnagar NAC declares/assumes its right

over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by Dhamnagar NAC.

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 Dhamnagar NAC. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by Dhamnagar NAC. 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 Dhamnagar NAC.

(ii) Dhamnagar NAC 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) Dhamnagar NAC 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, Dhamnagar NAC 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:** Dhamnagar NAC 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:** 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 defense 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:** 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 labourer for work done by such labourers fair wages.

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

Dhamnagar NAC shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages described above.

(b) Dhamnagar NAC shall have the right to enquire whether any labourer employed by the contractor is below the age of fourteen years and to refuse to allow any labourer 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 labourer 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, Dhamnagar NAC 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-fulfillment 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, Dhamnagar NAC, 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: Dhamnagar NAC are to have round the clock access to the work sites during execution and defect liability period. Dhamnagar NAC 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: Dhamnagar NAC 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, Dhamnagar NAC pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.

18. Contractor to Indemnify Dhamnagar NAC: 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 Dhamnagar NAC 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. Dhamnagar NAC 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 Dhamnagar NAC. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of Dhamnagar NAC which will be binding on the contractor.

20. Odisha PWD / Electricity Department Contractor 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, Dhamnagar NAC 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 absence.
 - 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, Dhamnagar NAC 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, Dhamnagar NAC 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 Dhamnagar NAC, shall be considered as breach of contract and Dhamnagar NAC 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, Dhamnagar NAC 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 Dhamnagar NAC 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 & 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 that circumstances shall arise which may entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii) If the contractor has, without reasonable cause, suspended the progress of the work without 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, Dhamnagar NAC.

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, Dhamnagar NAC shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of City Engineer/ Executive Officer / 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 Dhamnagar NAC including debarring the contractor from participating in Dhamnagar NAC tenders at least for 3 years, blocking his/her/their DSC in the e-procurement portal and recommending the corresponding license issue authority not to renew the license 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 the 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 Dhamnagar NAC 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 with 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 Dhamnagar NAC & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by Dhamnagar NAC 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 Dhamnagar NAC 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, Dhamnagar NAC 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 Dhamnagar NAC. The employer (Dhamnagar NAC) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organisation/entity regarding this work and/or the conditions/instructions associated with this work.
 4. The decision of Commissioner/Executive Officer, Dhamnagar NAC 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, Dhamnagar NAC 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 beyond stipulated date of completion subject to a maximum 10% of the agreement amount / value of unfinished work.
 5. Dhamnagar NAC 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 Dhamnagar NAC and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to Dhamnagar NAC
 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 & Dhamnagar NAC. 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, Dhamnagar NAC
 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 Dhamnagar NAC.
 8. Defect liability period must cover concurrent three years. Maintenance period of the constructed roads to ensure qualitative work & good condition of road for at least 3 years period. In addition to that 10 % Security deposit (2 % towards initial security deposit at the time of signing of the agreement + 8 % Security Deposit(SD) to be deducted from running or final bill amount to cover the maintenance period of the work), which shall be released to the Executing Agency @ 2% at the end of 1st year after completion of the work, @3% at the end of 2nd year after completion of the work and @5% at the end of 3rd year after completion of the work. In case, the Executing Agency fails to maintain the road properly during the above mentioned three years period, the ULB shall incur expenditure and maintain the road at the cost and risk of the Executing Agency and the entire expenditure so incurred by the ULB shall be recovered from the security deposit available with the ULB, apart from blacklisting of the contractor.
 9. The APS (if any) submitted by the contractor shall be refunded within two months from the date of satisfactory completion of the original work.
 10. No interest will be paid by Dhamnagar NAC 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 Dhamnagar NAC 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 organisation/entity shall be entertained/accepted by Dhamnagar NAC.

Smik
Executive Officer
Dhamnagar NAC

Memo No: 3862 / Dated: 29.11.2023

Copy submitted to the Collector, Bhadrak / The Project Director, DRDA-cum-P.D., DUDA, Bhadrak, /Chairperson, Dhamnagar NAC / The Sub-Collector, Bhadrak / Tahasildar, Dhamnagar / Block Development Officer, Dhamnagar/ Executive Engineer (Roads and Building) Division, Bhadrak / Executive Engineer, Salandi Canal Division, Bhadrak / Executive Engineer (Rural Works) Division, Bhadrak / Executive Engineer (Rural Works) Division-II, Bhadrak / Executive Engineer Drainage Division, Bhadrak/ Assistant Executive Engineer, P.H.D, Bhadrak for information with a request to display the tender notice in their respective Notice Boards for wide publication /

One copy displayed in this office Notice Board for wide publication.

sratik
29/11/23
Executive Officer
Dhamnagar NAC

Memo No: 3863 / Dated: 29.11.2023

Copy submitted to the Nodal Officer, e-Procurement, Housing & Urban Development Department, Government of Odisha, Bhubaneswar / D.I.O., NIC, Bhadrak for favour of kind information and necessary action.

sratik
29/11/23
Executive Officer
Dhamnagar NAC