



By E-mail / Fax / Speed Post/WhatsApp

**OFFICE OF THE NOTIFIED AREA COUNCIL
KASHINAGAR, GAJAPATI**

Ph & Fax no: 06815 - 284215, e-Mail: kasinagar.nud@nic.in

Notice No.: 1349 /NAC

Date: 21/08/2023

e-procurement Notice

BID REFERENCE NO: KNGR/NAC/01/2023-24

Bid documents consists of specification, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the Govt. website i.e. www.tendersorissa.gov.in.

- | | | |
|---|---|--|
| 1. Nature of work | : | Civil |
| 2. No of works | : | 05 Nos. |
| 3. Bid Value | : | Rs. 3,36,814/- to Rs. 15,97,848/- |
| 4. Period of completion | : | as per DTCN |
| 5. Date and time of availability of the documents in portal | : | 22-08-2023 from 10.00 A.M to 31-08-2023 up to 6.00 PM. |
| 6. Last date /time for receipt of bids in the portal | : | 31-08-2023 up to 6.00 P.M. |
| 7. Time & Period documents required to be submitted | : | As per DTCN |
| 8. Bids received on line shall be opened on: | : | 02-09-2023 at 11.00 A.M. |
| 9. Name & address of the officer inviting tender | : | Executive Officer
Kashinagar NAC, Gajapati |


Executive Officer
N.A.C. Kashinagar, Gajapati

Memo No.: 1350 /NAC

Date: 21-08-2023

Copy to the DIO, NIC, Gajapati for information and requested to upload the tender call notice and detail tender documents in the district NIC website for information of the public/prospective bidders from 10.00 A.M. of 22.8.2023 to 6.00 P.M. of 31,8.2023


Executive Officer
N.A.C. Kashinagar, Gajapati

Memo No.: 1351 /NAC

Date: 21-08-2023

Copy forwarded to the Joint Director (Advertisement), I & P.R. Department Govt. of Odisha, Bhubaneswar with a request to publish the Tender Call Notice in two odia daily widely circulated news paper (**The Samaja and Sambad**) in all Odisha edition in minimum space for one day and the complementary copies of the News paper may be sent to this Office for reference and record.

Executive Officer
N.A.C. Kashinagar, Gajapati

Memo No.: 1352 /NAC

Date: 21-08-2023

Copy submitted to the Collector & District Magistrate, Gajapati / The Project Director, DUDA, Gajapati for favour of kind information.

Executive Officer
N.A.C. Kashinagar, Gajapati

Memo No.: 1353 /NAC

Date: 21-08-2023

Copy submitted to the Tender Committee Members of NAC, Kashinagar for kind information and requested to make convenient to attend the tender opening on above scheduled time.

Executive Officer
N.A.C. Kashinagar, Gajapati

Memo No.: 1354 /NAC

Date: 21-08-2023

Copy forwarded to DIPRO Gajapati for favour of kind information and necessary action.

Executive Officer
N.A.C. Kashinagar, Gajapati

NAC:Kashinagar

INVITATION FOR BIDS (IFB)

Bid Identification No.: KNGR/NAC/01/2023-24

Notice No.: 1330/NAC

Date: 19-08-2023

1. The Executive Officer, Kashinagar NAC, Kashinagar, invites percentage rate bids for the following works detailed in the table from the Class of Contractors as mentioned in Col.6 of table registered with the State Governments and contractors of equivalent Grade/Class registered with Central Government/ MES/ Railways/Kashinagar NAC for execution of Civil Works. The bidders may submit bids for any or all of the works in the Table as enclosed separately.
2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and others necessary document can be seen in the Website www.tendersorissa.gov.in.
3. Bid must be accompanied with scanned copies of financial instruction towards cost of bid documents in shape of demand draft issued from any Nationalized Scheduled Bank may be prepared in favour of the Executive Officer, Kashinagar NAC, Kashinagar payable at Kashinagar separately towards cost of tender paper for each Bid respectively as mentioned in Column. 4.
4. Bids must be accompanied with scanned copies of financial instruments towards E.M.D of the amount specified for the work in the table Col. 5 above. Along with tender in the form of Term deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit duly pledged in favour of the Executive Officer, Kashinagar NAC, Kashinagar. Bank Draft, Pay order to NAC, Kashinagar, Bankers cheque from any Bank in favour of Executive Officer, Kashinagar NAC, Kashinagar shall not be considered as E.M.D. Tenders not accompanied with E.M.D. as specified above will not be considered.No adjustment of E.M.D. from one work to another will be entertained. Bidders desirous to hire machineries or equipments from outside the state required to furnish 2% of the amount put to tender as Bid security.

5. On evaluation of the tender if the lowest successful bidder is found to have quoted less bid price / rate than the estimated cost as put to tender shall have to deposit the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as additional performance security deposit in shape of demand draft/ TDR duly pledged in favour of the Executive officer, NAC, Kashinagar, payable at Kashinagar before drawl of agreement and issue of work order.
6. 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.
7. There is concurrent three years of defect liability period and maintenance period of the constructed roads to ensure qualitative work & good condition of road for at least 3 years period. In addition to that 10% Security deposit (2% towards initial security deposit at the time of signing of the agreement + 8% Security deposit to be deducted from running or final bill amount to cover the maintenance period of the roads), which shall be released to the Executing Agency @ 2% at the end of 1st year after completion of the Road, @3% at the end of 2nd year after completion of the Road and @5% at the end of 3rd year after completion of the Road. In case, the Executing Agency fails to maintain the road properly during the above mentioned three years period, the ULB shall incur expenditure and maintain the road at the cost and risk of the Executing Agency and the entire expenditure so incurred by the ULB shall be recovered from the 10% security deposit available with the ULB, apart from blacklisting of the contractor.
8. As per amendment to appendix-IX, Clause 36 of OPWD Code Volume-II, 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 merit of rest bid. But if more than one bid is quoted at 14.99% (Decimal up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender through transparent lottery system.

9. The Bid documents will be available in the website www.tendersorissa.gov.in from 10.00 A.M of 22.08.2023 to 06.00 P.M of 31.08.2023 for online bidding.
10. The bidder must be possessed compatible Digital Signature Certificate (DSC) of class -II or Class - III.
11. Bids shall be received only "on line" on or before 06.00 P.M of 31.08.2023
12. The last date of submission of tender document is on or before 5.00 PM of 01.09.2023 by Speed Post only (The submission of Bid documents in hard copy will not be received except by Speed Post). The undersigned will not be held responsible for any kind of postal delay. Non-receipt of EMD and Paper cost of Bid document within the stipulated date & time will lead to rejection of the Bid.
13. Bids received on line shall be opened at 11.00A.M. on 02.09.2023 in the office of the Executive Officer, Kashinagar NAC, Kashinagar 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 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.
14. The Engineer Contractor willing to avail the Exemption of E.M.D. will submit the scan copy of affidavit to avail the exemption along with **Bid Document and the Original Affidavit, Original Registration Certificate**, shall be submitted in the office of the undersigned on or before date & time of opening of Bid as specified in Para - 11 during office hour on working days for recording necessary entry for exemption of EMD failing to which the Bid shall be rejected.
15. The facilities (price preference) and grant of concession will be allowed to the contractors belonging to schedule caste / schedule tribe categories as per Govt. of Odisha Works Dept. Notification. The contractors wish to avail such facilities / concession should produce required affidavit along with tender document.
16. Modality of GST as fixed by Govt. shall be imposed.

17. The tenders are floated in anticipation of Govt. allocation. Hence the bills will be paid only after receipt of fund / availability of Fund.
18. The bidder is required to submit original affidavit against each work.
19. All the BID documents shall be self-attested by the bidder himself.
20. Other details can be seen in the bidding document.
21. The authority reserves the right to cancel any or all bids without assigning any reason thereof.

Executive Officer
NAC: Kashinagar

e-procurement Notice

INVITATION FOR BIDS (IFB) *Bid Identification No.:*KNGR/NAC/01/2023-24

1. The Executive Officer, Kashinagar NAC, Kashinagar invites percentage rate bids to be received in online mode for Civil works in the table as below.

Sl. No.	Name of the Work	Estimated Cost Put to tender in Rs.	Cost of Tenderpaper (in Rs.)	EMD in Rs.	Class of Contractor	Time of Completion
1.	2.	3.	4.	5.	6.	7.
01	Construction of Paver road upto to Proposed New Smart Park, W.No.11	15,97,848/-	6000/-	16,000/-	C or D Contractor	60 Days
02	Construction of Paver road from Sri Ram College to Excise Office,W.No.10	10,45,736/-	6000/-	10,500/-	C or D Contractor	60 Days
03	Construction of Paver road from Girls M.E. School to Excise Office, W.No.09	14,42,272/-	6000/-	14,500/-	C or D Contractor	60 Days
04	Construction of paver road from back side of petrol pump to khurigaon village boundary,W.No.12	14,41,970/-	6000/-	14,500/-	C or D Contractor	60 Days
05	Construction of paver road from Ambedkar Statue to Community toilet,W.No.05	3,36,814/-	2000/-	3,500/-	C or D Contractor	45 Days

2. The Bid document will be availed in the Website: www.tendersorissa.gov.in from 10.00A.M of 22.08.2023 to 06.00P.M. of 31.08.2023 for online bidding.
3. The bidder must possess compatible Digital Signature Certificate (DSC) of Class - II or Class - III.
4. Bids shall be received only "online" on or before 06.00P.M. of 31.08.2023.
5. Bids received online shall be opened at 11.00A.M. on 02.09.2023 in the office of the Notified Area Council, Kashinagar.
6. The single tender will be cancelled as per Govt. circular.
7. Others detail can be seen in the bidding document.

Executive Officer
NAC, Kashinagar

DETAIL TENDER CALL NOTICE

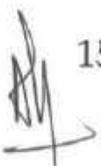
INSTRUCTION TO TENDERERS:

1. Tenderers should be registered as contractor of appropriate class PWD/RD/water resources/PHD of Govt. of Orissa/ Kashinagar NAC/ Central Govt. / MES/ Railways.
2. Only those tenderers who are willing to accept all the terms & conditions of this detailed tender call notice need to submit the tenders.
3. 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.
4. There is concurrent three years of defect liability period and maintenance period of the constructed roads to ensure qualitative work & good condition of road for at least 3 years period. In addition to that 10% Security deposit (2% towards initial security deposit at the time of signing of the agreement + 8% Security deposit to be deducted from running or final bill amount to cover the maintenance period of the roads), which shall be released to the Executing Agency @ 2% at the end of 1st year after completion of the Road, @3% at the end of 2nd year after completion of the Road and @5% at the end of 3rd year after completion of the Road. In case, the Executing Agency fails to maintain the road properly during the above mentioned three years period, the ULB shall incur expenditure and maintain the road at the cost and risk of the Executing Agency and the entire expenditure so incurred by the ULB shall be recovered from the 10% security deposit available with the ULB, apart from blacklisting of the contractor.
5. Upon acceptance of the tender the successful tenderer shall within a period of 10 days from the day of written information of acceptance of the tender, deposit an amount towards initial security as would together with the earnest money make 2% of the cost of the work as per the accepted tender & sign item rate agreement in the contract form of Kashinagar NAC in the office of the Kashinagar NAC. Failure to deposit this additional amount towards initial security deposit or to sign the contract within the stipulated time will make the earnest money deposit of the tenderer liable to forfeiture & acceptance of this tender shall be treated as with-drawn.
6. The written percentage rate of agreement of Kashinagar NAC to be entered into between successful tenderer herein after called the contractor & the Kashinagar NAC. The functioning of the right of both the parties & the contract shall be deemed to be incomplete until the agreement first signed by the contractor & by the proper officer authorized to enter in to



the contract on behalf of the Kashinagar NAC.

7. The acceptance of the tender & award of the contract to more than one contractor if considered necessary will rest with the Executive Officer, Kashinagar NAC, who does not bind himself to accept the lowest tender & will reserve the authority to reject any or all of the tenderers received without assigning any reason thereof.
6. The earnest money deposit of the tenderers who are not awarded with the work will be refunded on receipt of written request.
7. All the rates & prices in the tenders shall cover all taxes viz. central or state sales tax, Octroi, cess & any other local taxes, toll charges & royalties & any other charges.
8. The tender will not be considered unless accompanied with the scanned copies of valid license, GST-In certificate/non-assessment certificate/PAN card.
9. Tender containing extra condition not covered by the conditions here-in-before & here-in-after provides & quoting the rate on units different from those prescribed in the tender schedule will be liable for rejection. No tenderer will be permitted to furnish the tender in their own manuscript form.
10. In the case of percentage rate of tenders, only percentage at par/excess/less of the grand total estimate value put to tender for the whole composite work. The contractor will write percentage excess or less up to one decimal point only. If he/she writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off.
11. Any request from the tenderers in respect of addition, alternation, modifications, corrections etc or either terms & conditions of his tender after opening of the tenders will not be considered.
12. The successful tenderer shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.
13. By submitting a tender for the work a tenderer will be considered to have satisfied himself by actual inspection of the site & locality of the work about the quantity & availability of the required quantity of materials, medical aid, labour & food supplies etc. and the rate quoted by him should be adequate to complete the work according to the specifications & the conditions attached there to & that he should take into account all conditions & difficulties that may be encountered during its progress & to quote labour rates, cost of material & all other charges necessary for the completion of the work to entire satisfaction of EIC.
14. Canvassing in any form is prohibited & the tender submitted by the tenderers who resort to canvassing will be rejected & the tenderer will not be allowed to take part in tender for any other work of Kashinagar NAC.
15. Detail of drawing & specifications are not supplied with the tender documents for the work may be seen in the office of the Kashinagar NAC



on working days during office hours.

16. The detailed specifications for all item of work involve in the work shall be in accordance with ISS/State PWD/PHD specifications of Govt. of Orissa in case of variations in the provision of the code of specifications of work referred to above the decision of ME,NAC,Kashinagar as regards the specifications to be adopted till the work is final, conclusive & binding on both the parties. Every tenderer must examine the aforesaid specifications before submitting his tender. The Executive Officer or his authorized sub-ordinate reserves the right, without imparting the contract, to make such increase or decrease in the quantities or item of works maintained in the schedule attached to the tender notice as may be considered necessary to complete the work duly & satisfactorily. Such increase or decrease will in no case invalidate the contract rate. It should be understood that the quantities are tentative & may vary according to the site conditions.
17. The rates quoted for different items of the work will deem to include all incidental items which may be necessary such a bailing out of water in foundation, construction of bench marks, level pillars, profiles, benching & leveling of ground etc. wherever required. The incidental items maintained herein are only indicative and not exhaustive.
18. The contractor has to arrange for the adequate supply of clean water required for the works & also has to arrange adequate lighting arrangements for night works whenever necessary at his own cost.
19. The notice inviting tenders, instructions to tenderers and general conditions of contract, special condition of contract and schedule of quantities along with printed conditions of item rate contract approved drawings, time schedule & the rates together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions, the same is to be got clarified by the tenderer before submission of the tender, if such conflict arise after the tenders are opened decision of EO,NAC,Kashinagar shall deem to be final and binding on the contractor.
20. The tenders will be considered to be valid for six months from the date of opening of the tenders.
21. The period of validity of the tender can also be extended if agreed by the tenderer and Executive Officer, Kashinagar NAC.

GENERAL CONDITIONS OF CONTRACT:

22. Department will have the right to inspect the scaffolding and centering made for the work and can reject partially or fully as per instruction from the EIC or his authorized subordinates regarding such structures. All the centering and shuttering should be got approved by the EIC before concreting is done.
23. The contractor comprising the construction, completion and maintenance

- of the works and except in so far as the contract otherwise provides provision of labour, materials & construction of temporary works or permanent nature of work is required for such construction. Subsequent maintenance for a period of not less than six months is to be done.
24. The drawing shall remain in the same custody of the municipal engineer but two set of copies thereof shall be furnished to the contractor free of cost. After the completion of the work the contractor shall return to the concerned engineer, one set of all the drawing supplied to him duly signed as completion drawing.
 25. No claim shall be entered against the Deptt. on an account of increase in railway or road free light or prices of cement, steel, coal, fuel, oil, lubricant, explosives or other materials or commodities, labour charges etc. during the course of construction, after tendering for this work.
 26. The contractor shall give adequate notice in written to the Executive Officer in charge for any further drawing or specifications that may be required for the execution of the works or otherwise under the contract. In the event of any delay in the issuing of any of the detailed drawing etc. for any reason what so ever reasonable extension of time may be granted on application by the contractor but in no case any claim for monetary compensation will be entertained.
 27. One copy of drawing supplied to the contractor shall be made available at the site for reference & use of the Municipal Engineer during inspection.
 28. From time to time the contractor shall submit to the EO for approval of the programme showing the order, procedure & methods in which he proposes to carry out the work & whenever required by the ME or his representative for his information in written to the contractor regarding agreement for carrying out the work & the constructional plant & temporary works which the contractor intends to change of such programme. Non furnishing of such particulars shall not relieve the contractors of any of his duties or responsibilities under the contract.
 29. The contractor shall be responsible for the true & proper setting out of the work & for the correctness of the position, level, dimension & alignment of all parts of the works & for the provisions of all necessary instrument appliances & labour in connection therewith if at any time during the progress of the work. Any error if appear or arises in the position, levels, dimension or alignment of any part of the works, the contractor is being required to do so by the concerned Engineer or by his representative, shall not in any way relieve the contractor of his responsibility for the correctness thereof & the contractor shall carefully protect & preserve all bench marks, pegs, & other things used in setting out the work.
 30. Explosive shall not be used on the work by the contractor without the permission in writing of the concerned statutory authority and in the manner and to the extent prescribed. Where explosive are used, the same shall be stored in a special magazine to be provided by and at the cost of



the contractor, who shall be liable for all damage, loss or injury to any person or property and shall be responsible for employing with all the statutory rules and regulations prescribed by the chief Inspector of Explosives.

31. The contractor shall in connection with the work provide and maintain at his own cost all guard, fencing and watching as and where necessary or required by the concerned Engineer or his representative for the protection of the works or for safely and convenience of the public or others.
32. The contractor shall abide by the C.P.W.D. safety code introduced by the Govt. of India ministry of Housing & Supply in standing orders.44-250 date 25-11-57 and amendment from time to time.
33. The contractor shall abide by the fare wage clause in accordance with the Govt. of Orissa Works & Transport Department Letter No. A-VIIIIR-18/5225 date 26-02-1956 and Letter No. IIm-56/51-28842(s) dated 27-06-1961 and workman's compensation Act. 1923 and other laws as may be introduced by the Govt from time to time.
34. The contractor in accordance with the requirement of the NAC afford all reasonable opportunities for carrying out their work to any other contractor employed by the NAC and their workmen and to the workmen of the NAC and of any other duly constituted authorities who may be employed in execution on or near the site of any work not included in the contractor any other contract which the NAC may enter into in connection with an ancillary to the work.
35. The contractor shall at his own expenses provide and maintain all the constructional plant, materials both for temporary and for the permanent works, labour, Transport to or from the site and thinks of every kind of support required for the construction, completion and maintenance of the works.
36. The NAC may supply materials as are available with them, but the contractor shall keep himself in touch with day to day position of the work so that their labour may not remain idle. It should be clearly understood that the contractor is solely responsible to make his own arrangements for all the materials required for completion of work in time.
37. On the completion of work, all rubbish debris, vests, tanks, materials and temporary structure of any sort or kind used for the purpose or connected with its construction are to be removed by the contractor and all pits and excavation filled up at his own cost and the site is to be handed over in a tidy & in complete condition to ensure the final payment in settlement of the accounts for the said work. In case of fail to do so, the payment shall be withheld and the dues shall be made to the contractors after such site clearance .In the event of his failure to comply with this provision within 7 days after receiving notices in writing from the EIC to that effect, If it

becomes necessary by the EIC to have site clearances done as indicated above at the expenses of the contractor the board shall under no circumstances be held liable for losses or damaged to such of the contractors property as may be on such site due to such removal there from. Removal of which may be affected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the concerned EIC.

38. The contractor shall have to submit to the EIC fortnightly a return of labour both skilled & unskilled as employed by him on the work.
39. The contractors shall supply samples of all materials free cost before procurement of the same for the work for testing & acceptance as may be required by the EIC.
40. The contractor shall uncover any part or parts of the work or make opening in or through same as the concern Engineer may from time to time direct for checking & shall at his own cost, make good such part or parts to the satisfaction of the EIC.
41. The EIC during any part or parts of the work have powers to order in the order book to be maintained at site of work by the contractor in the form prescribed by the board from time to time.
 - a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the specification.
 - b) The substitution of proper & suitable materials
 - c) The removal & re-execution of any work in respect of materials or workmen ship which in the opinion of the Engineer is not in accordance with the specification.
42. Either during execution or after completion of the works the contractor shall arrange at his own cost, all requisite equipments for testing the structure, if found necessary by the EIC & bear the entire cost of such test conduct as per the direction of concerned Engineer.
43. The contractor shall on the written order of the concerned Engineer suspend the progress of the work or any part thereof for such times and in such manner as the EIC may consider necessary. No claim in this regard will be entertained.
44. The contractor shall after award of the works commence the works on site within the period to be prescribed by the EIC & shall also maintain proportionate progress. The contractor should bear all expenses & charges for special or temporary roads required by him in connection with access to the site. Subject to any requirement in the contract as to the completion of the work the whole of the work shall be completed within the time started in the contract. Normally no extension of time will be granted.
45. The concerned Engineer shall make any variation in the quantity of the works or any part of that may in his opinion be necessary for the purpose

or if for any other reason it shall in his opinion described which are not specially covered by the contract then the same may be taken up by board through job work agreements with the same contractor or separate piece works or through muster rolls at the prevailing schedule of rate approved by the E.O.NAC,KASHINAGAR when the extra or additional items are executed through the same contractor, he shall give in written his willingness to except the prevailing schedule of rates or the rates approved by the E.O.NAC,Kashinagar. Prior to taking up the work.

46. It is to be clearly understood that no claim whatsoever will be entertained as regards extra quantity of work against the item provided in the contract or extra item of the work done under written order of the concerned Engineer. The rates in the later case being the prevailing schedule of rates or the rate approved by the E.O., NAC,KASHINAGAR.
47. The NAC will have the right to supply at any time in the interest of the work departmental materials to be used in the work. The contractor shall use such materials without any controversy or dispute on the contract.
48. The contractor may take delivery departmental supply of materials according to his need for the work to be issued in the store. The contractor shall make all agreement for proper storage including cost of stores required for the purpose & provide for watching arrangements at his own expense. The Deptt. is not responsible for any theft of materials under any such circumstances if the contractor stops or delay in the execution of the work, relevant penalty clause as per contract will be enforced.
49. The contractor will be responsible for the misuse loss or damage due to any reason whatsoever. Any Deptt. materials supplied to him during the execution of the work. In case of such loss or damage or misuse recovery at the rate of five times the cost of the material so issued will be deducted from the bill of his dues.
50. The rates in tender will be deemed to include all materials including loading, unloading, lift, tax, royalties & any other charges whether the materials issued by the NAC/ arranged from any other sources by the contractor.
51. For payment of reinforcement the steel including authorized lapping should be measured in length of different dia as actually used in the work as per standard specifications..Annealed cast wire used for binding shall not be measured its cost is included in the cost of reinforcement.
52. The contractor will have to bear the charges of cutting, straightening, jointing & welding etc. to required sizes without any extra cost. No cut piece of MS rod, MS angles, joint etc less than one meter in length will be accepted back as surplus.
53. The contractor should be at his own cost arrange necessary tools & plant required for the efficient execution of work & rates should be inclusive of the running charges such as plants & cost of consumable items.
54. The Contractor will be responsible for the loss or damage of any

departmental material or machinery during transit aged it the execution of the work due to any reason what so ever and the cost of such materials will be recovered from the bills at stock issued rates or market rates whichever is higher.

55. From the commencement of the work to the completion of the same they are to be under contractor's charge. The contractor is to be held responsible for making good all injuries, damages and repairs to render necessary preventive measures to the same by fire or other causes and they are not to held Govt. of Orissa responsible for any claims for injuries to persons or for structural damages may happen in from any neglect default due to want of proper care on the part of the contractor or any one in his employment during the execution of the work.
56. The information data in the contract document are meant for general guidance only. The Kashinagar NAC, will not be responsible for the strict accuracy thereof for any deduction interpretation conclusion drawn by the tenderer.
57. The EIC has full power for the removal of materials from the premises which in his opinion are not in accordance with the specification and in the case of default the engineer is to at liberty to sale such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise due to removal of such materials.
58. If in opinion of the EIC the work had been executed with improper material, the contractor is required to re- execute the same and to substitute proper material and workmanship and in case of default of doing so by the contractor within a week, the engineer is to have full power to employ other person to re-execute the work and cost there of shall be borne by the contractor.
59. The EIC or any other officer, authorized by the Kashinagar NAC has at all times access to the work and the work shall be entirely under his control. He may require the contractor to dismiss any person in the contractor's employment in the works, who may be incompetent or who may misconduct himself and the contractor shall comply with such requisition.
60. The contractor should not vary or deviate from the approved drawing or specification without the authority of the EIC writing.
61. Any authority given by the EIC for any alternation or addition in or to the work is not to divert the contract but all additions, omissions, alternations or substitution made in carrying out the work are to be measured and valued and certified by the EIC and added to or deducted from the amount of the contract as the case may be at approved rate of the particular items of the work.
62. In these case, in which such rates do not exist, the ME, NAC, Kashinagar will fix the rates to be paid whose decision shall be final and binding.

63. All works materials brought and left at site by the contractor are the property of the NAC, Kashinagar and the same are not to be removed or taken away by the contractor or other person without the special permission in writing of the EIC and the Kashinagar NAC shall not be liable for any loss or damage which may happen in any such occasion.
64. Any defect shrinkage or other faults which may be noticed within six months from the completion of work arranging out effective or improper materials or workmanship, the work is to be amended as per the direction of EIC and made good by the contractor at his own cost and in case of default the cost of making good the work, shall be recovered from the contractor.
65. The purpose of jurisdiction in the event of dispute if any the contract shall be deemed to have been entered into within the state of Orissa and it is agreed that neither the party to the contract shall be competent to bring a suit covered in regard to the matter by the contractor at any place outside the state of Orissa.
66. If at any time after the commencement of the work the Kashinagar NAC shall for any reason whatsoever not required the whole there of as specified in the tender to be carried out, the EIC shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full but he did not derive in consequence of the whole of the work not have being carried out, neither shall have any claim for compensation by reason of any alternation having been made in the original specification, drawing design and instruction which will involve curtailment or increase of the work as originally contemplated.
67. The contractor shall furnish, with in 15 (fifteen) days from the date of order to start the work ,progress schedule in quadruplicate indicating date of start the monthly progress expected to be achieved and the anticipated completion date of each major items or work to be done by him also indicating procurement and setting of materials plant and machinery for the completion of the whole work in the time limit and of the particular items, if any, in the due date specified in the contract and shall have the approval of the EIC. In-case it is subsequently found necessary to alter the schedule the contractor shall submit in good time as revised schedule incorporating necessary modifications proposed and get the same approved by the EIC. No revised schedule shall be operative without such acceptance in writing the Engineer is further empowered to ask for more details schedule for the work for any item and the contractor shall supply those when asked for.
68. The Contractor shall take all necessary precaution for the safety of the workers and preserving their health working in such jobs require special protection and preparations. He is to be abided by the fare wages clause

strictly as per Govt. notifications prevailed during the course of section. The undersigned is in no way responsible for any type of mishaps to labours/ workmen / other during the execution of work by the contractor and the contractor himself shall be responsible for the same.

69. The contractor will not be permitted to enter or take possession to site until instructed to do so by the EIC. The portions of the site to be occupied by the contractor will be clearly defined or marked on the site plan and the contractor will on no account be allowed to extend his operations beyond these areas.
70. The ME in charge reserves the right of taking over at any time any portion of the site which they may require and the contractor shall at his own expense clear such portions forthwith. No photographs of the site of the works or any part there of shall be taken, published or circulated without prior written approval of the Executive Officer, Kashinagar NAC.
71. Any construction officials co-related with the contract shall have right of entry to the site at all time.
72. The authority shall have the power to exclude from the site any portion whose admission there may in their opinion be undesirable for any reason whatsoever. The contractor shall not be allowed any compensation on this account.
73. The contractor, his agents, representatives, workers etc shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

SPECIAL CONDITIONS:

74. Care should be taken to interfere as little as possible with traffic. The contractor shall use all due precautions for the safety of traffic and shall place barriers across each of the length of the road which is being worked upon. Watchman shall be employed and bright road lights placed and maintained around the construction and elsewhere as the EIC may direct. All diversion signs shall be clearly marked by the white washed stones, when traffic is allowed along the shoulder, barricades and warning signs shall be put up as directed by the EIC.
75. No claim will be entertained due to any delay involved in the land acquisitions requires for the execution of the work. However, extension of time may be given on recommendation of EIC.
76. A quarry chart as available may be seen in the office of the Kashinagar NAC, The contractor must however satisfy himself that the materials as per required specification is available in those quarries. No extra payment will be made due to non availability of materials as per required specification in the quarry shown in the departmental quarry chart.



77. The contractor shall have to be got registered with labour department for procurement and engagement of labours as per the rule of vogue.
78. Tenderers are required to sign the percentage rate contract in the approved form of agreement of the NAC Kashinagar.

Executive Officer
NAC, Kashinagar

