

Panchayati Raj & Drinking Water Department

PANCHAYAT SAMITI OFFICE, DUNGURIPALI, DIST. SUBARNAPUR

INVITATION FOR BIDS

Tender Notice No. 06/2023 -24 Date: 25.09.2023

TENDER CALL NOTICE

- A. Block Development Officer Dunguripali on behalf of Government of Odisha invites Sealed tenders in single cover system from the intending Bidders for execution of works mentioned in the table below. The eligible contractors registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / M.E.S. / Railways or other Licensing Authorities for execution of Civil works on production of definite proof from the appropriate authority can participate in the BID.

(TABLE)

Sl No	Name of the work	Name of Schemes	Value of Work (Rs.)	Amount of Security (EMD) (Rs.)	Amount of Tender Paper cost (Rs.)	Period of Completion	Class of Contractor
1	2	3	4	5	6	7	8
1	Completion of two Nos. of Addl. Class Room of Ichhapur Ashram School	IDF	18,75,410.00	18,754.00	6000.00	(04) Four Calendar months	"C" & "D"
2	Completion of Mukhya Mantri Sabha Ghar at Samalaichuan, GP- Samalaichuan	WODC	10,36,827.00	10,368.00	6000.00	(03) Three Calendar months	"D" & "C"
3	Completion of Mukhya Mantri Sabha Ghar at Basti Dunguripali	WODC	20,15,473.00	20,155.00	6000.00	(06) Six Calendar months	"C" & "B"
4	Completion of Mukhya Mantri Sabha Ghar at Bhagitikra, GP- Bankipali	WODC	18,84,913.00	18,849.00	6000.00	(04) four Calendar months	"D" & "C"
5	Completion of Mukhya Mantri Sabha Ghar at Bhatbahali GP- Tamamura	WODC	17,08,348.00	17083.00	6000.00	(04) four Calendar months	"D" & "C"
6	Completion of Mukhya Mantri Sabha Ghara at Chhanchani, GP- Sargul	WODC	17,08,348.00	17083.00	6000.00	(04) four Calendar months	"D" & "C"
7	Completion of Mukhya Mantri Sabha Ghara at Dhanbasa, GP- Mayabarha	WODC	25,31,788.00	25,318	6000.00	(06) Six Calendar months	"C" & "B"
8	Completion of Mukhya Mantri Sabha Ghara at Khaliapali, GP- Mayabarha	WODC	27,98,452.00	27,985.00	6000.00	(06) Six Calendar months	"C" & "B"
9	Completion of Mukhya Mantri Sabha Ghara at Majhimunda, GP- Bandhapali	WODC	29,67,686.00	29,677.00	6000.00	(06) Six Calendar months	"C" & "B"

	Completion of Mukhya Mantri Sabha Ghara at Pankel, GP- Samalaichuan	WODC	26,77,800.00	26,778.00	6000.00	(06 Six Calendar months	"C" & "B"
11	Completion of Mukhya Mantri Sabha Ghar at Ainlasari, GP- Samalaichuan	WODC	16,24,518.00	16,245.00	6000.00	(04) Four Calendar months	"D" & "C"

B. The Tender Call Notice, DTCN with tender document can be down loaded from the District Portal www.subarnapur.nic.in.

C. The tender document will be available in the website from dt.26.09.2023 to 11.10.2023. The Bidder for participation in the BID will have to pay Rs.6,000/-- (Rupees Six thousand) as cost of tender paper only in shape of Demand Draft (Nonrefundable) from any nationalize bank drawn in favour of Block Development Officer, Dunguripali payable at Dunguripali.

D. BID must be accompanied by EMD/BID security of the amount as specified for the work Column No-5 of the above table, duly pledged in favour of Block Development Officer, Dunguripali. BID security will have to be in any one of forms as specified in the Bidding documents i.e. Demand draft / T.D.R from any Nationalized Bank. BID must be accompanied with valid PAN card, valid GSTIN registration certificate & Contractors Registration Certificate.

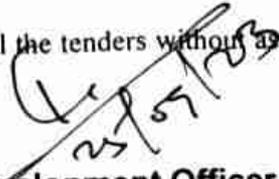
E. The tender document completing in all respect will be received in the office of the Block Development Officer, Dunguripali from 27.09.2023 to 11.10.2023 up to 5.00 PM through Registered /Speed Post only. The documents must be superscripted as "Name of the work with location". Tender document received after 5.00 pm of 11.10.2023 will not be considered. In case of any postal delay the authority shall not be held responsible. **The Tender will be opened for SL. No. 01 to 06 on 12.10.2023 at 11.00 A.M and SL. No. 07 to 11 on 13.10.2023 at 11.00 AM respectively** in the office chamber of Block Development Officer, Dunguripali in presence of the Bidders or his authorized representatives.

F. 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 exact amount of differential cost i.e estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Block Development Officer, Dunguripali within seven days, otherwise the BID shall be cancelled and the security deposit shall be forfeited.

APS amount to be submitted by the Bidders.

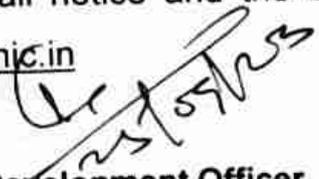
SL. No	Range of Difference between the Estimated cost put to Tender and Bid amount	Additional Performance Security to be deposited by the successful Bidder
I	Below 5%	No Additional Performance Security
II	From 5% and above and below 10%	50% of (Difference between work value cost put to Tender and Bid amount
II	From 10% and above	150% of (Difference between estimated cost put to Tender and Bid amount

- G. The intending tenderer(s) should have-not abandoned any work nor their contract should have been rescinded during the last five years.
- H. The Block Development Officer, Dunguripali reserves the right to reject any or all the tenders without assigning any reasons. Other details can be seen in the BID document.


Block Development Officer,
Dunguripali

Memo No. 3507 Dt. 25.09.2023

Copy to N.I.C, Subarnapur for uploading the detail tender call notice and the bid documents in the official website of Subarnapur i.e. www.subarnapur.nic.in


Block Development Officer
Dunguripali

Memo No. 3508 Dt. 25.09.2023

Copy submitted to the Collector & District Magistrate, Subarnapur / CDO-cum-EO, Subarnapur/ Sub- Collector Sonapur/ Sub- Collector Birmaharajpur/ All District Level Officers, Subarnapur/All BDOs, All Tahasildars of Subarnapur District/CDMO Subarnapur /Notice Board Dunguripali Block/ Case record for information and wide circulation.


Block Development Officer
Dunguripali

TERMS& CONDITIONS

1. BID must be accompanied by BID security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the Bidding document, TDR of any Nationalized Bank Payable at Dunguripali duly pledged in favour of the Block Development Officer, Dunguripali. BIDs must also be accompanied by self-attested Xerox copies of GSTIN registration certificate, PAN card and valid contract registration certificate, and all others up to date.
2. BIDs must be accompanied with cost of tender document as per Col.No.6 as specified, in shape of demand draft towards BID cost issued from any Nationalized Bank, in favour of The Block Development Officer, Dunguripali payable at Dunguripali.
3. The Tender should be submitted in 1 no. of BID and the BID document should be communicated to the Block Development Officer, Dunguripali At-PO Dunguripali Dist. Subarnapur, Odisha PIN-767023 in single sealed cover of A4 size Paper as per check List, by Regd. Post/ /Speed Post on or before the schedule date and time.
4. The BID will be opened for **SL. No. 01 to 06 on 11.10.2023 at 11.00 A.M and SL. No. 07 to 11 on 12.10.2023 at 11.00 AM respectively** in the Office of the undersigned, in presence of the members of tender committee of Block Development Officer, Dunguripali and the Bidders or their authorized agent who wish to attend at the meeting hall of Panchayat Samiti Office, Dunguripali. During the time of opening & verification, the original documents must be produced for verification, failing which the tender will be rejected. If the Office happens to be closed on the date of receipt of the BIDs as specified the BIDs will be received on the next working day at the same time and venue respectively.
5. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2023-24 with exemption of E.M.D.
6. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work,

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Contractor

Block Development Officer, Dunguripali

the work may be considered for award to him / them at the lowest tendered rate. (To avail of this benefit Bidder must submit an affidavit along with the cast certificate while submitting the tender paper).

7. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
8. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
9. The Block Development Officer, Dunguripali reserves the right to reject any or all the tenders without assigning any reason thereof.
10. The Bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted Bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.subarnapur.nic.in . Complaint at a future date that plans and specifications have not been seen by the Bidders cannot be entertained.
11. The drawings furnished with the BID are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the Bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
12. All rates should be for finished item of works mentioned in the tender schedules.
13. The Bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
14. Every Bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfies him/her about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
15. The Bidder may at his option quote reasonable % percentage rate for the work carefully during fill up so that it should not be unworkable during execution.
16. The BID containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

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Block Development Officer, Dunguripali

17. The authority reserves the right to reject any or all the BIDs received without assigning any reasons thereof what so ever.
18. As per Works Department Memorandum No.12366 dt.08/11/2013, if the rate quoted by the Bidder is more than 15% of the tender amount, then such a BID shall be rejected and tender shall be finalized basing on the 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 purpose)less than the estimated cost, the tender accepting authority will finalize the tender through the transparent lottery system, where all Bidders/their authorized representatives, the Block Development Officer Dunguripali with the members of Tender Committee will present.
19. BIDs not accompanied by required amount of Tender paper cost, E.M.D, A.P.S. or exemption order as per Works Department Memorandum No.288838, dt.18.12.95 will be summarily rejected.
20. The earnest money will be retained in the case of successful Bidder and will be dealt with as per the terms and conditions of the O.P.W.D. Code and will not carry any interest. The earnest money of the un-successful Bidders will be refunded on application after the BID is finally accepted.
21. The BID documents received after due date and time will not be entertained.

22. NO RELATION CERTIFICATE: -

The Bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.

23. No Bidder will be permitted to furnish their BID in their own manuscript paper.

24. The Bidder whose BID is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her BID make an initial security deposit (ISD) @ 1% of the tendered amount in the form of Demand Draft of any nationalised bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Dunguripali" The security deposit together with the earnest money and the amount withheld according to the provision of F2 agreement shall be retained as security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposits as above shall entail forfeiture of the E.M.D. No BID shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and

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Block Development Officer, Dunguripali

the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively the E.M.D. will be forfeited in the case, where the Bidders back out from the offer before acceptance of the BID by the competent authority.

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

25. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.
26. The Bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
27. The contractors are quote there % percentage both in words and figures and put their signature on every over writing.
(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
28. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the Zila Parishad, Subarnapur.
29. No part of the contract shall sublet without writing permission of the BDO and C.D.O cum E.O Zila Parishad, Subarnapur or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
30. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
31. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
32. Concrete should be machine mixed unless otherwise ordered in writing by the Additional Project Director (Tech) Zila Parishad, Subarnapur. The contractor should arrange his own concrete mixer, vibrator, and pumps etc., for this purpose at his own cost.
33. Only ACC/Konark/ Ultratech cement (OPC & PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R. (P.W.D).
34. In case of any complaint by the laborers working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the laborers directly under intimation to

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Block Development Officer, Dunguripali

- the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
35. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.
36. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
37. The Bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
38. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
- (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GSTIN, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the Contractor for collection of materials, storage, housing of staff or other purpose of the work. No Bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
 - (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there into the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the Municipal Canal or water supply authorities.
 - (e) Suitable equipment and watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
39. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
40. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
41. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials. The materials can be supplied by the BDO on recommendation of the J.E. and A.E. to the contractor on Payment basis.
42. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such

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Block Development Officer, Dunguripali

materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.

43. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
44. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
45. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
46. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises left neat and clean and this should be inclusive of the rates.
47. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
48. The depth of foundation indicated on the drawing are provisional but these may be altered, if necessary, in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
49. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
50. On no account, the contract work should be sublet to anybody without the prior approval of the Department. In such an event the Contract may be rescinded.
51. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made.
52. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples

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- and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
53. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.
54. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
55. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
56. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
57. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

58. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The BDO Dunguripali shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the BID process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the BDO Dunguripali for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities

(ii). The BDO Dunguripali, on approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the BDO Dunguripali again at any time. A revised Programme is to show the effect of Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Authority shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

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Block Development Officer, Dunguripali

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Dunguripali and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the BDO Dunguripali but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- a. Force major, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by BDO Dunguripali in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the BDO Dunguripali in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay to be computed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

E. Management Meetings.

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(i). Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

(ii). The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

59. Even qualified criteria are met; the Bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers shall also be taken apart from disincentivizing the tender.

60. The authority reserves the right for payment subject to availability of funds in concerned Head of account.

61. PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :

- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
- (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.

62. Income Tax will be deducted from the Contractor's bill @ prevailing percentage fixed by I.T. Department.

63. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.

64. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

65. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

66. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.

Compensation for Delay.

Sd/-

Contractor

Block Development Officer, Dunguripali

67. If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the B.D.O Dunguripali (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ **1.5%** per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of **compensation** for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.
68. The quantity mentioned can be increased or reduced to the extent of **10% for individual** items subject to a maximum of **5% over the estimated cost**. If it exceeds the limit stated above prior **approval of competent authority** is mandatory before making any payment..The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
69. **Additional performance Security:**
Amendment to para 3.5.5 (v) Note – ii of OPWD Code Vol.-I by modification.

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 exact amount of differential cost i.e estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft / Term Deposit Receipt pledged in favour of the B.D,O Dunguripali within seven days, otherwise the BID shall be cancelled and the security deposit shall be forfeited.

The BIDs of the technically qualified Bidders will be opened for evaluation of the price BID. In case of the Bidders quoting less BID price/rate than the estimated cost put to tender and have not furnished the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft/Term Deposit Receipt, their price BID will not be taken in to consideration for evaluation even if they have qualified in the technical BID evaluation.

Contractor

Sd/-
Block Development Officer, Dunguripali

70. ELIGIBILITY CRITERIA :

- (a) Required E.M.D. as per clause NO.19.
- (b) Furnishing of additional performance security, if any as per clause No. 25
- (c) Self-Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN Certificate along with the BID and furnish the originals of the above said documents on the same day of the opening of the tender before the tendering authority.

71. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

72. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2023-24. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government may be enclosed by the contractor to get the facilities in the tender.

Signature of the Contractor.
Dunguripali.

Block Development Officer,

PERMANENT ADDRESS of the Contractor

PHONE /CELL NUMBER:

e-Mail Address:

Contractor

Sd/-
Block Development Officer, Dunguripali

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
I.	Cost of tender paper in shape of DD.				
II.	Copy of valid license				
III.	Copy of valid I.T/ Pan Card				
IV.	Copy of GSTIN Registration certificate				
V.	Required EMD in approved form				
VI.	No relation certificate				
VII.	Affidavit of no litigation				
VIII.	Affidavit for authenticities of true document attached				
IX.	Time schedule for movement of the machineries in the work.				
X.	Additional performance Security (if required)				
XI.	BID Document				

Certified that all the information mention above has been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

Contractor

Sd/-
Block Development Officer, Dunguripali