



GOVERNMENT OF ODISHA

PANCHAYATIRAJ & D.W. DEPARTMENT

OFFICE OF
THE PROJECT DIRECTOR,
DISTRICT RURAL DEVELOPMENT AGENCY,
KHORDHA.

**DETAILED TENDER CALL NOTICE
(FOR BUILDING WORKS)**

Name of work tendered for –

Estimated Amount :

Date of Sale and receipt of Tender : 08.12.2021 to 17.12.2021.

Date of Opening of Tender: 20.12.2021.

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GOVERNMENT OF ODISHA
PANCHAYATRAJ & D.W. DEPARTMENT
OFFICE OF THE PROJECT DIRECTOR, DRDA, KHORDHA.

1. Sealed tenders on prescribed form to be eventually drawn up in P.W.D. form No.P-1 will be received up to ~~17.12.2021~~ ~~16.12.2021~~ by the Project Director DRDA, Khordha/ E.E.DRDA, Khordha. From "C.D. & B. Class" contractors and will be opened on ~~20.12.2021~~ by the PD, DRDA, Khordha or his authorised agent in the presence of the tenderers or their authorised agents at ~~11 AM~~ Hours on the same day.

The amount of the estimate is approximately - Rs.

In case of all lump sum contracts and item rate contract exceeding Rs. 20.00 lakh each tenderer who intends to furnish "Special Conditions" if any should furnish their tenders in two separate sealed envelopes i.e containing "Special Conditions" (i.e technical bid and conditions) and the other "Rate for different items of work" in the prescribed schedule supplied by the department. The envelope containing "Special Conditions" will be opened first in the presence of tenderers or their authorised agents and will be evaluated after obtaining clarification if any, from the concerned tenderers. In case any of the "Special Conditions" is not acceptable to the tender accepting authority, wholly or partly, the sealed envelope containing the "Rates" of the concerned tenderers will not be opened. All sealed envelopes containing 'Rates' will be closed in a separate cover and sealed by the officer opening tenders in the presence of the tenderers or their authorised agents. After evaluation of the "Special Conditions" the date, time and place for opening the sealed envelopes containing the "Rates" will be notified to the tenderers. The sealed envelopes will be opened in the presence of the tenderers or their authorised agents. The "Rates" quoted by each tenderer, will then be read out in addition to the amount evaluated for each tender on account of "Special Conditions" attached to the respective tenders.

2. The tenderers should please note that the work will have to be completed within ~~09~~ calendar month commencing from the date of issue of work order. Tenderers are required to submit detailed programme of work along with the tenders which they consider necessary keeping in view of the Clause-2 of the P.W.D. Form F-2. Without these programme of works, the tender will be considered defective. Authority for acceptance of tenders would rest over the PD DRDA, Khordha.
3. Tenderers other than those who have made fixed deposits with the Chief Engineer, (R & B) Orissa are required to pay earnest money at 1 % (one percent) of the estimated cost i.e. forfor Rs. either in shape of N.S.C / Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikas Patra / Bank Guarantee (BG) of Schedule Bank duly pledged to the PD DRDA, Khordha otherwise their tender will not be considered. The earnest money will be refunded to the unsuccessful tenderers on application and the same will be retained in case of the successful tenderer and will not carry any interest.
4. (a) The plan and specification for the work can be seen at the Office of the PD DRDA, Khordha (Civil Section) during working hours and days. Complaints at a future date that the plan and specification have not been seen can not be entertained. The contractor may obtain a set of tender documents for the work from the office of the PD DRDA, Khordha on payment of Rs (Rupees). (nonrefundable) for the tender paper. The tender must be submitted in a sealed cover. The name of the tender and the name of the work shall be super scribed on the cover.

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- (b) All other information can be obtained on application to the PD DRDA, Khordha (Civil Section).
- (c) The intending tenderers may remit the cost of tender papers through postal money order. However, the Deptt. will not be held responsible, if there is any delay in receipt of tender documents by the intending tenderers sent by Deptt. through registered post and similarly if the tender documents sent by the intending tenderers through registered post don't reach in the division office by the appointment date and time, the offer will not be considered on any account even if the tender documents were despatched before the due date. The cost of registration fees to and fro will be borne by the intending tenderers.
5. The PD DRDA, Khordha. reserves the right to reject any or all tenders received without assigning any reason thereof.
6. The tenderers whose tender is selected for acceptance and who have no fixed deposit with the Chief Engineer, (R & B) Orissa shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit of 1 % (one percent) of the tendered amount as shown in clause (3) above so that the earnest money and initial security deposit will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D. Form F₂ (Schedule XLV. No. 61) for the fulfillment of the contract in the office of the PD DRDA, Khordha. This security deposit, together with the earnest money and the amount withheld according to the provision of F₂ agreements shall be retained as security deposit for due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposits, as above shall entitle forfeiture of the Earnest Money. No tender shall be finally accepted until the required amount of security deposit (money) is deposited. The written agreement to be entered into between the contractors and the Government shall be the foundation of the right of the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorised to enter into the contract on behalf of the Government. The Department will accept the security deposit in form of N.S.C. / Post Office Saving Bank Account / Post Office Time Deposit Account / Kissan Vikash Patra / Deposit Receipt of Schedule Bank duly pledged to the PD DRDA, Khordha and in no other form. In case the tenderers who have fixed deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.
7. The rates should be quoted in words and figures and the Units in word otherwise the tender will be liable for rejection. In case of discrepancy between words and figures the words shall prevail and in case of discrepancy between units and rates and totals, the unit rates shall prevail. The rates should be quoted in Rupees and Paise but not in Rupees and Annas. The tender shall be written legibly and free from erasures, overwriting or conversion of figures. Correction where unavoidable. should be made by scoring out initialing, dating and rewriting.
8. The Contractor will be responsible for payment of all royalties, other charge for quarrying materials. All local taxes inclusive of State Sales Tax and Income Tax, Octroi charges, Ferry and Tollage charges are to be paid by the contractor.
9. The tender may not at the discretion of the competent authority be considered unless accompanied with attested true copy of Valid contractor's Registration Certificate, PAN card, GSTIN clearance certificate, GSTIN Registration certificate & affidavit about the authentication of tender documents including Bank Guarantee & the original certificate are to be produced before the PD DRDA, Khordha at the time of opening of the tender.

10. **Eligibility criteria** :- The Eligibility criteria for participation in this tender are given below. The tenderers should go through these eligible criteria before submitting the tender documents. Tenderers not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will be summarily rejected.
- i) The intending tenderers should have not abandoned any work nor their contract should have been rescinded during the last 5 years.
 - ii) The intending tenderers should have the valid registration certificate of required class as mentioned in TCN on the date of purchase of tender paper.
 - iii) The intending tenderers should have upto date valid PAN card, GST registration certificate.
 - iv) The bidder has to submit the no relationship certificate as per relevant clause of the DTCN.
 - v) The intending tenderers should have executed similar nature of work worth at least 40% of the value of work put to tender during any three financial year taken together of last 5 year issued not below the rank of Executive Engineer. No other experience will be considered.
 - vi) The intending tenderers should have the total financial turn over with UDIN number of an amount not less the amount put to tender during any three financial year of the last proceeding 5 year duly certified the chartered accountant.
 - vii) The massonaries required for the work ie Concrete mixture, Vibrator & Water tanker compulsory possessed either owned/leased/Hire.
11. If the contractor removes any materials or stock so supplied to him from the site of work with a view to disposing of the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty so imposed shall be recovered from any sum that may then or at any time there after become due to the contractor or from his security.
12. The contractor should be fully liable to indemnify the Department, for payment of any compensation under workmen's compensation Act-VIII of 1823 on account of the workmen being employed by him & the full amount of compensation paid will be recovered from the contractor.
13. Every tenderer must examine the Detailed Specification of Orissa before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities of items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase shall in no case invalidate the contract or rates. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by. commission or addition or deduction & such omission, deduction shall in no case invalidate the contract & no extra monetary compensation will be entertained.
14. No departmental material will be supplied to the Contractor from department Stores.
15. The scheduled caste Scheduled tribe tenderers will be given concession in finalization of their tender as per the norms admissible.
16. All reinforced cement concrete work should conform to Orissa Detailed Specification and should be of proportional (1:2:4) or (1:1.5:3) having a minimum compressive strength (in work test) 150 kg. 1200kg. per cm² in 15 cm. cubes at 28 days after mixing and test conducted in accordance with IS 456 and IS 516 using 12 mm. to 20 mm. size black hard crusher broken granite chips (20 mm. size not to exceed 25%).
17. Shuttering and centering shall be with seasoned Sal wood planks the inside of which shall be lined with suitable sheeting and leak proof and water tight or alternatively steel

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shuttering and centering may be used.

18. The selected contractor may take delivery of department supply of materials accordingly to his need for the work issued by the Sub-Divisional Officer-In-charge of the work. The contractor shall make all arrangement for proper storage of materials. But no cost for raising shed for the storage of materials and pay of watchman etc. will be borne by Department. These are all to be borne by the contractor. Under any such plea if the contractor stops the work, he shall have to pay the penalty as per clauses of the F 2 contract.
19. For the purpose of jurisdiction in the event of dispute if any contract should be deemed to have entered into within the State of Orissa and it is agreed that, neither party to the contract will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.
20. After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats mixing platform etc. are to be dismantled and all the materials are to be removed from the site. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items. The ground up to 15 meters shall be cleaned and rough dressed.
21. The contractor shall not interfere with the execution of water supply or electrical fittings arrangements and any other works entrusted to any other agency by the Department at any time during the progress of the work.
22. The Department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.
23. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night works whenever necessary at his own cost.
24. Baling out water from the foundation either rain water or sub soil water if necessary should be borne by the contractor. No payment will be made for bench marks, level/pillars, profiles and benching and levelling ground where required. The rates quoted should be for finished items of work inclusive of those incidental items or works.
25. All the quantities mentioned in the schedule are combined for ground floor and multi-floor in case of multi-storied building and the rates should be through for the same.
26. Cement concrete in roof slabs, beams and whenever prescribed by the Engineer in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixer, vibrator, pumps etc. for the purpose.
27. It should be understood clearly that no claims whatever will be entertained.
28. The tenderer shall have to abide by the C.P.W.D. safety code introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing order No. 44 to 46 dt. 25.11.57 which can be seen in the office of the PD DRDA, Khordha on working hours and days.
29. The contractor will abide by the fair wages clauses as introduced by the Government.
30. The Department will have the right to supply at any time in the interest of work any

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Dept. materials to be used in the work and the contractors shall use such materials without any controversy or dispute on that account. The rate of such materials will be at the stock issue rates fixed by the Department plus storage charged or market rates whichever is higher.

31. The contractor will be responsible for the loss or damage if any, Departmental materials, equipments supplied to him under clause 28 during execution of the work due to reasons whatsoever and the cost of such materials will be recovered from him at the prevailing stock issue rates plus storage charge or market rates whichever is higher.
32. The contractor should arrange at his own cost necessary tools and plants, pumps, vibrator, concrete mixer etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of such plant & cost of consumable.
33. The Contractor will have to submit the PD DRDA, Khordha monthly return of labour both skilled & unskilled by him on the work.
34. The tenderers are required to go through each clause of P.W.D. form F₂ carefully in addition to clauses mentioned herewith before tendering.
35. No part of the contract shall be sublet without written permission of the PD DRDA, Khordha or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
36. No tender document will be sold to the intending tenderers on the date of opening of the tender.
37. If any further necessary information is required, the PD DRDA, Khordha will furnish such but it must be clearly understood that tenders must be received in order and according to instructions.
38. Cement shall be used by bags and weight of one cubic metre of cement being taken as 14.42 quintal.
39. In the event of any delay in the supply of Department materials or detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor, but no claim for monetary compensation will be entertained under any circumstances.
40. No contractors will be permitted to furnish their tender in their own manuscript papers.
41. Every tender is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability of materials, medical aids, labour and food stuffs etc. and the rates may be inclusive of all these items of work. In every case the materials must comply with the relevant specification and samples of materials in sealed bags may be submitted along with the tender for approval of the PD DRDA, Khordha.
42. The thickness of cement concrete (1:3:6) in top plugging should be as per the Department drawing.
43. All empty tar drums should be returned to the issuing store in good condition at the cost of the contractor failing which the cost there of shall be recovered @ Rs.50.00 (Rupees Fifty) only from contractor per each drum.

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44. Concrete of strength below 35% of the required strength (as determined by the actual tests) shall not be accepted.
45. In well sinking, the maximum tolerance permissible in the tilt 1 :30 and shift is 150 mm to the normal direction. There is no feasibility to work within these tolerance., the contractor shall carry out suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effect of tilts and shifts without any extra cost to the Department and without any damage to the well. Any additional work necessary consequent upon excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
46. If it is beyond rectification the well shall be rejected. The well has to be abandoned and another well to be sunk at a suitable location at the cost of the contractor.
47. Carriage of Water. No claim for carriage of water whatsoever will be entertained.
48. H.R.R. will be supplied by the department on the requisition of the contractor on hire @ Rs. 10/- per day and the contractor bears the responsibility for the place of delivery in good condition.
49. Employment of Engineering Personnel.
The contractor shall employ one or more Engineering Graduate or diploma holders as apprentices at his own cost if the work as shown in the tender exceeds Rs. 2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should be not less than the emoluments of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
50. List of tools and plants in possession of contractor shall be furnished in the prescribed proforma enclosed herewith.
51. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
52. The Orissa Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works a Transport Department Resolution No. 285 dt. 17.4.1974.
53. By submission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials including the wheat/rice referred to above, medical aid, labour and food stuff etc. and the rates quoted by him in the tender will be adequate to compete the work according to the specifications attached there to and that he had taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, octroi and other duties lead, lifts loading and unloading freight for all material and all other charge necessary for the completion of the work to the entire satisfactions of the Engineer-in-charge of the work and his authorised subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reasons in case the contractor claims later on to have misjudged as regards availability of materials, labour and other factors.

54. The contractor will be responsible for the misuse, loss or damage due to, any reason what-so-ever of any departmental materials supplied to him during the execution of the work. In case of loss, damage or misuse recovery at the rate of 5 times the cost of the materials so issued will be made from the bills or his other dues.
55. (a) Number of tests as specified in IRC/MOST/ISI specification required for construction of roads/bridges/building or any structural works will be conducted in any Govt. test house / departmental laboratories / reputed materials test laboratories as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection/transportation of sample/specimen etc, will be borne by the contractor. The collection of sample and testing are to be conducted both prior to execution and during execution as may be direct by the Engineer-in charge and on both the accounts the cost shall be borne by the contractor.
- Govt. will not however, after acceptance of contract rate pay any extra charges for lead or any reason in case the contractor is found later on to have misjudged the materials available.
56. All fittings for doors and windows, if supplied by the contractor, should be of best quality and should be got approved by the Engineer-in-charge before they are used on the work.
57. The tenders containing extraneous conditions not covered by the tender call notice is liable for rejection.
58. The contractor shall have to furnish a certificate along with tender to the effect that he is not related to any officer of P.R & DW. of the rank of Assistant Engineer and above and any officer off the rank of Assistant Secretary and above of the PR & DW Department.
59. All tenders received will remain valid for a period of ninety days from the date of receipt of tenders and validity of tender can also be extended if agreed to by the contractor and the Dept.
60. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
61. Tenders required to submit (1) List of works in the hand in the prescribed proforma enclosed herewith (2) the list of T & P (3) list of work executed along with the tenders.
62. Letters etc. found in the Tender box, raising or lowering rates or dealing with any point in connection with the tender will not be considered.
63. All reinforced cement concrete work should be finished smooth. Extra charges for plastering if required to any R.C.C. structures like Columns, Chajjas etc. shall not be paid.
64. Tenderers may at their opinion quote reasonable rate for each item of work carefully so that in one item it is not unworkable low and the other too high.
65. 1% of the gross amount of bill will be deducted towards income tax from contractor's bill.
66. 2% of the gross amount of bill will be deducted towards GST from the contractor's bill.
67. The tenderers shall bear cost of various incidental sundries and contingencies necessitated by the work falling within the following or similar category.
- (a) Rent, royalties and other charges of materials, octroi duty, all other taxes including

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sales tax, ferry, tolls, conveyance charges and other cost on account of land and building required by the tenderer for collection of materials, storage of staff or other purpose including temporary building materials of the work. No rent however be payable to Government for temporary occupation of land owned by Government at the site of work.

- (b) Labour camps and huts necessary to a suitable scale including conservancy and sanitary arrangements there on to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available for the staff.
 - (d) Suitable equipments and wearing apparatus for the labourers engaged in risky operation.
 - (e) Suitable fencing, barriers, signals including paraffin and electrical signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - (f) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also sums which may become payable due to operation of workman's compensation Act.
 - (g) The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.
 - (h) The contractor has to arrange all the building materials including the equipments required for under reamed pile foundation for starting the work.
68. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
69. **31.(a)(i) REIMBURSEMENT / RECOVERY DUE TO VARIATION IN PRICE OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L.).**

If during the progress of the work the price of any materials (Excluding the cost of steel, cement, bitumen & P.O.L.) incorporated in the work (not being materials supplied from the Engineer-in-Charge's store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18 (eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18

(eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18 (eighteen) months there from.

Formula to calculation the increase or decrease in the price of materials :

Price adjustment for increase or decrease in cost of materials other than cement, steel, bitumen, pipes and POL procured by the contractor shall be paid in accordance with the following formula :

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

M_o = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and Commerce, New Delhi).

M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause-31 (d) below.

31.(a)(ii) REIMBURSEMENT / RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN, PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER :

If after submission of the tender, the prices of Steel, Cement, Bitumen and Pipes (not being supplied by the Department) increases / decreases beyond the price(s) prevailing at the time of the last date of submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval of tender accepting authority subject to following conditions :

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer in charge.

Recovery in case of decrease in prices of cement, steel, bitumen and pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement / recovery shall be determined as follows :

a) Adjustment towards differential cost of cement

$V_c = (C_i - C_o) / C_o \times$ Actual quantity of cement utilized in the work during the quarter under consideration \times base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

$V_c =$ Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered.

$C_i =$ All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi.

$C_o =$ All India wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of Steel

$V_s = (S_i - S_o) \times$ Actual quantity of steel utilized in the work during the quarter under consideration.

$V_s =$ Differential cost of steel i.e. amount of increase or decrease in rupees to be paid or recovered.

$S_i =$ Cost of the steel as prevailed during the period under consideration as fixed by Steel Authority of India.

$S_o =$ Base price of Steel prevailing as on the last date of submission of tender including extension, if any.

c) Adjustment towards differential cost of Bitumen

$V_b = (B_i - B_o) \times$ Actual quantity of bitumen utilized in the work during the quarter under consideration.

$V_b =$ Different cost of Bitumen i.e. amount of increase or decrease in rupees to be paid or recovered.

$B_i =$ Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL / BPCL / HPCL.

$B_o =$ Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) Adjustment towards differential cost of Pipes.

$V = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$

$V_p =$ Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

$P_p =$ Percentage of pipe component of the work as indicated in the clause-31(d).

$R =$ Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

$P_i =$ All India Whole sale price index for the period under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

P₀ = All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any for the type of pipe under consideration.

31.(b) REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validity extended period when the delay in completion is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourer, fixed by the Government of Odisha under Minimum wages act.

The compensation for escalation for labour shall be worked out as per the formula given below :

$$V_1 = 0.85 \times P_1 / 100 \times R \times (L_i - L_0) / L_0$$

V₁ = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

L₀ = The minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_i = The minimum wages for labour as notified by the State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

P₁ = Percentage of labour component of the work, as indicated in the clause 31 (d)

31.(c) REIMBURSEMENT / REFUND DUE TO VARIATION IN PRICES OF P.O.L. :

Similarly, if during the progress of work, the prices of Diesel, Petrol, Oil and Lubricants increases or decreases as a result of the price fixed there of by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the

case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L.,, which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

Formula to calculate the increase or decrease in the price of P.O.L. :

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for P.O.L.

P_f = Percentage of P.O.L. component of the work, as indicated in the clause 31 (d) below.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

F_i = All India Wholesale price index for Fuel, Oil and Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry And Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F_o = All India Whole sale price index for Fuel, Oil and Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

31.(d) The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table :

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P _i)	POL (P _f)	Steel + Cement + Bitumen + Other Materials *
1.	R&B works (% of component)	Road works	5	5	90
		Bridge works	25	5	70
		Building works	25	-	75
2.	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3.	P.H. Work	Structural work	25	5	70
		Pipeline works	5	-	<u>Pipe - 70%</u>
		Sewer Line	10	-	*Other material - 25%

						<p style="text-align: center;"><u>Pipe - 70%</u> *Other material - 20%</p>
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*** Note :- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and Pipe in the concerned works for the period under consideration.**

31.(e) APPLICATION OF ESCALATION CLAUSE :

- i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-charge, furnish documents to be verified in such a manner as the Engineer-in-charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and / or price of P.O.L. give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition along with information relating there to which he may be in a position to supply.
- ii) *The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months on the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.*

70. Deleted

71. If the contractor quotes abnormally low rates for some items and the department decides to accept his tender then the department would have a discretion of withholding the differential cost between such highly low rated items and schedule of rates from their payments due against other items till such low rated items are completed.

72. The materials like Cements, Steel, Paints etc. procured & used by the contractor for the above noted work should be as per I.S.I. specification and to be got approved from the Engineer-in-charge before execution.

73. Special Class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the State of Orissa like wise 'A' Class contractor shall employ under him one Graduate Engineer, or two Diploma Holders belonging to the State of Orissa. The employment of such graduate Engineers and Diploma Holders under the Contractor shall be full-time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any State Government or Central Govt. Service / Public Sector undertaking / Private Companies and Firms or is ineligible for appointment to Government Service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of personnel of equivalent qualification employed under the state Govt. of Orissa. The Chief Engineer,

Roads, Orissa may however, assist the contractor with names of such unemployeed Graduate Engineers and Diploma Holders if such help is sought for by the contractor.

The name of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with each tender, as to who would be supervising the work.

Each bill of the Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

(As per G.O. Works Dept. No. 1606 Dt. 17.1-86)

74. M/s. O.B. & C.C. Ltd. shall be allowed a price preference to the extent of 3% over the lowest tendered amount (where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
75. The contractor is required to pay royalties to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Executive Engineer 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 and deposited in the revenue of concerned department.
76. No materials like cement, steel, paint, bitumen etc., will be supplied by the department to the work. All materials to the work shall be arranged by the contractor at his own cost. The materials used for the work shall be as per I.S.S/R.S.C. specification approved by the Engineer-in-charge before execution of work.
77. As concurred in by Law Dept. & Finance Dept. in their U.O.R No. 848 dt. 31.5.97. J.O.R. No. 202 Wed dt. 6.3.98 respectively the E.M.D. will be forfeited in case where tenderer back out from the offer before acceptance of tender by the competent authority.

Special Conditions.

78. **Incentive for early completion** : As per para 3.5.5 of O.P.W.D Code Vol-I amended vide works department letter No. 1220 dt. 19.01.2004. Provision for incentive will be @ 1% case of completion of work ahead of one month (part of the month shall be excluded) and the maximum amount payable will be fixed at 2% i.e. work is completed ahead of two month of the schedule time basing on the tender value / Agreement cost / Actual value of work executed whenever is less. As amended vide letter No. 8310 dt. 17.05.2006 of Works Department incentive should be paid in respect of individual Project for new instruction / Substantial additional or improvement work the minimum value of which mentioned below :-

1. Building Work 1 P.H. Work Rs. 40.00 lakh
2. Road Works Rs. 3.00 crores
3. Irrigation Works Rs.10.00 crores

Vide work Department letter No. 10070 dt. 8.6.2007 whenever any project is completed before the stipulated date of completion. It is mandatory on the part of the Executive Engineer to report the actual date of completion of project within three days to the concerned Superintending Engineer, Chief Engineer & Work Department by Fax/telegram. Otherwise such proposal will not be entertained and the concerned Executive Engineer will be held responsible.

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule.

(Incentive need not be included in the estimate. Specific budget provision may be made

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under State Plan out of which the incentive shall be met.)

Incentive is not admissible in case of work where extension of time is allowed. (Authority: Works Deptt. Letter No. Codes: 1/20041220/W dt. 19.1.2004 and Letter No. 1731 /21.9.2004).

79. The Additional Performance Security of the amount of difference shall be imposed only on the successful bidder (in shape of **N.S.C / Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikas Patra / Bank Guarantee (BG)** pledged in favour of the undersigned), which is required to be provided before drawl of agreement, or else the bid of the successful bidder would be cancelled & the security deposited would be forfeited alongwith other action as per conditions of DTCN.
80. The contractor shall furnish an affidavit at the time of submission of tender papers about the authentication of tender documents including bank guarantee. (Authority: Works Deptt. Letter No. Codes: 14/2004-9414!W dt. 8.6.2004).
81. *If the rate quoted by the bidder is less than 15% of the tendered amount then such a bid shall be rejected & the tender shall be finalised 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 estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, where all bidders/their authorised representatives, the concerned Executive Engineer and AO will remain present.*
82. *Before acceptance of tender the successful bidder will be required to submit the work programme & milestone basing on the financial achievement so as to complete the work within the stipulated time & incase of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.*
83. *If L1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years & action will be taken to black list the contractor. In that case the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subjected to the condition that L2 bidder negotiate at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicised and intimated to all departments of Government and also to Govt. of India agencies working in the State.*
84. *The Additional Performance Security of the amount of difference shall be imposed only on the successful bidder (in shape of N.S.C / Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikas Patra, TDR / Bank Guarantee (BG) of any scheduled Bank pledged in favour of the undersigned), which is required to be provided before drawl of agreement, or else the bid of the successful bidder would be cancelled & the security deposited would be forfeited alongwith other action as per conditions of DTCN.*

Certificate of No relationship

I/We hereby certify that /We am/are not related to any officer of P.W.D. of the rank of Assistant Engineer and above and any officer of the rank of Assistant Secretary and above of the Work Department. I am also aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of E.M.D. and total security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that non-submission of this certificate will render my/our tender liable for rejection.

Signature of the tenderer.

Date:

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**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR
ABANDONMENT OF WORK BY THE TENDERER**

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. Yes / No
3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. Yes / No
b) If yes, give details:

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will be summararily be rejected.

Signature

SCHEDULE -F

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither **our firm M/s _____** nor any of its **constituent partners / I** have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years, prior to the date of this bid.
3. The undersigned hereby authorised and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorised Officer of the firm or Bidder)

Date:

APPROVED

APD(Finance),DRDA,Khordha

PD DRDA,Khordha

CONTRACTOR