

**OFFICE OF THE SPECIAL OFFICER, KKDA, LANJIGARH,
ST & SC DEVELOPMENT DEPARTMENT,
GOVERNMENT OF ODISHA,
INVITATIONS FOR BIDS (IFB)
Identification No.-01 / 2021-2022 of KKDA, Lanjigarh.**

1. The Special Officer, KKDA, Lanjigarh invites percentage rate bids from eligible Class of Contractors registered with the State Government and the Contractors of equivalent Grade/Class registered with the Central Government / MES / Railways having registration for civil works for the execution of works as detailed below in the table. The bidders may submit bids for any or more than one works. The amount put to tender may be changed and confirmed at the time of sale of tender documents.

Sl. No.	Name of the works	Estimated Cost. (in Rs.)	Bid Security (in Rs.)	Cost of documents (in Rs.)	Class of Contractor	Period of completion
1	2	3	4	5	6	7
1	Construction of Check Dam with diversion drain at Dengsargi at Lanjigarh Block	19,21,443.00	19200.00	6,000.00	“C & D”	04 (Four) calendar months

2. The Tender Paper consisting specifications, the schedule of quantities and the set of Terms and Conditions of contract and other necessary documents can be seen in the Website <http://Kalahandi.nic.in> from 02/12/2021 at 11.00 A.M. to 14/12/2021 up to 4.00 P.M.

3. The Tenderer, to down load the Tender Papers from the Website, should pay the required amount towards cost of documents as stated in column **No. 5** (Non-refundable) in shape of Bank Draft/ Bankers’ Cheque in favour of the Special Officer, KKDA, Lanjigarh payable at IOB, Lanjigarh along with the Tender Paper.

4. The EMD is to be deposited duly pledged in favour of Special Officer, KKDA, Lanjigarh in shape of NSC/POTD/KVP/TDR as per table **Column No. - 4**. Transfer or adjustment of EMD / Differential/ Initial Security Deposit (ISD) will not be entertained.

5. Bank Draft / Bankers’ Cheque / NSC / KVP / POTD/ TDR should be submitted towards paper cost amount, EMD amount & differential amount along with the Tender Paper.

6. If the Tenderer quoted his rate more than 10% less of the scheduled amount, he should deposit the less amount i.e. difference between net quoted amount by the contractor and 90% of approved tender scheduled amount in shape of Bank Draft/ Bankers’ Cheque in favour of the Special Officer, KKDA, Lanjigarh payable at IOB, Lanjigarh along with the Tender Paper.

7. The tender paper have to be submitted in sealed cover for each work separately mentioning “Tender Paper for KKDA Work, Lanjigarh, Identification No.01 of 2021-2022.” only without mentioning the name & number of the work on the top of the cover.

8. The sealed tender paper must be accompanied with **attested copies of valid and up-to-date GST certificate for the year 2021-2022, ITCC/ PAN Card, Valid Contract license and EMD, No-relationship Certificate, Bid Security, Cost of documents (Non-Refundable) as per Column-5** above in separate envelope mentioning cost of tender papers and an affidavit about the authentication of documents produced without which the tenderer will be liable for rejection. The No-relation Certificates should be in the specific format as per OPWD F2 clauses.

9. The Bids shall be opened on 15/12/2021 at 11.00 AM in the office of the Project Administrator, ITDA, Th.Rampur at Bhawanipatna in the presence of the Tender Committee & the bidders or their Authorized Agents. If the office happens to be closed on the date of receipt and opening of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. The bidders or his / her authorized agent has to produce all the original documents before the tender committee during the opening of tender on 15/12/2021 failing which his / her bids shall not be taken in to considered.

10. A Tenderer can submit only one tender paper for a particular work. Submission of more than one paper by Tenderer for particular tender mentioning different percentage is liable for rejection of all such tender paper.

11. Shortfall of any required documents like Signature in the documents, Drafts, Bankers Cheque, EMD, Tender Paper etc. is liable for rejection.

12. The tender covers shall be received through **Registered Post / Speed Post / Courier only on or before 4.00 PM of Dated. 14/12/2021.** The undersigned will not be responsible for any delay in postal services.

13. In case of any problem, the tenderer can contract the KKDA Office located at Lanjigarh.

14. The authority reserves the right to reject any or all tenders without assigning any reason there of.

-SD-
Special Officer,
KKDA, Lanjigarh,
Kalahandi.

**OFFICE OF THE SPECIAL OFFICER, KKDA, LANJIGARH,
KALAHANDI DISTRICT
DETAILED TENDER CALL NOTICE**

1. Sealed tenders on prescribed form to be eventually drawn up in PWD form No.F-2 will be received up to [11.00 AM from dt.02/12/2021 to 4.00 PM dt.14/12/2021](#) by the Special Officer, KKDA, Lanjigarh for the [listed work](#) in the District of Kalahandi” from “ C & D” Class contractors and will be opened by the Special Officer in the presence of the tenderer or their authorized agent at [11.00AM. on dt.15/12/2021](#) in the office of the Project Administrator, ITDA, Th.Rampur at Bhawanipatna
2. The tenderers should please note that the work would have to be completed within stipulated period as mentioned in the column No. 7 in the list commencing from the date of issue of work order. Tenders 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 PWD Form F-2. Without these programme of works, the tender will be considered defective. Authority for acceptance of tender would rest over the Special Officer, KKDA, Lanjigarh, Bhawanipatna.
3. The earnest money will be refunded to the unsuccessful tenderer on application and the same will be retained in case of the successful tenderer as SD and will not carry any interest. Bidders desirous to hire machineries or equipments from outside the state are requested to furnish 2% of the amount put to tender as bid security.
4. The plan and specification for the work can be seen at the Office of the Special Officer, KKDA, Lanjigarh during working hours and days. The contractor may obtain a set of tender documents for the work from Website.
5. All other information can be obtained on application to the Special Officer, KKDA, Lanjigarh.
6. The Special Officer, KKDA, Lanjigarh reserves the right to reject any or all tenders received without assigning any reason thereof.

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7. The tenderers 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 the clause (3) above so that the earnest money and initial security deposits will be 2% (two percent) of the tendered amount and sign the agreement in the PWD Form F2 (Schedule XLV No.61) for the fulfillment of the contract in the Office of the Special Officer, KKDA, Lanjigarh. 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 entail 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 authorized to enter into the contract on behalf of the Government.
8. The rates should be quoted in shape of percentage which is excess or less in both words & 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. The tender shall be written legibly and free from erasures, over writings or conversion of figures.
9. The Contractor will be responsible for payment of all royalties, other charges for quarrying materials. All local taxes inclusive of State Sales Tax and Income Tax, Entry Tax, Octroi Charges, Ferry and Tollgate charges are to be paid by the contractor.
10. The tender may not be considered unless accompanied with attested true copy of the Income Tax Clearance/No assessment certificate as the case may be.
11. If the contractor removes any materials or stock 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 thereafter become due to the contractor or from his security.

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12. The contractor should be fully liable to indemnify the KKDA for payment of any compensation under workmen's compensation Act-VIII of 1923 on account of workmen being employed by him and 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 imparting 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 additions or deductions and such omission, deduction shall invalidate the contract and no extra monetary compensation will be entertained.
14. No departmental materials will be supplied to the contractor from departmental stores.
15. If the application is made by joint venture/ consortia of two more firms as partners:
 - (a) The application shall be signed by their authorized representatives.
 - (b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - (c) The partner in charge shall be authorized to incur liabilities and receive instructions on behalf of any partners of the joint venture and the entire execution of the contract including the payment shall be done exclusively with the partner in charge.
 - (d) Applications for Tender Papers may be submitted by a group of two or more firms as partners of joint venture subject to the following.
 - (i) Applications for Tender Papers submitted by groups of two or more firms, which do not meet the joint venture requirements, will be rejected.
 - (ii) While it is acceptable for any firms to apply for Tender Papers both individually and as a partner of a joint venture, it will not be acceptable for any firm to submit or to participate in, more than one tender and any tenders submitted in violation of this, will be rejected.
 - (iii) Application submitted by a joint venture must meet the following requirements :

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- (1) Each partner of the joint venture must submit the complete documentation required of a firm applying for individual qualification.
- (2) The application must confirm that the applicant should submit a bid then:
 - (a) That bid as well as (in case of award) the resulting contract would be signed so as to be legally binding on all partners jointly and severally, and
 - (b) A joint venture agreement providing the joint and several liabilities of all partners in respect of the contract would be submitted together with the bid.
- a. The application must include a description of the proposed participation and responsibility of each partner of the joint venture to be considered qualified. Each partner to a joint venture must have sufficient experience and capacity to perform that part of the works which it has been assigned to do, and the application must designate one of the partners as the partner in charge through whom any correspondence between the applicant and the borrower will be channeled.
- (d) Any formation of a joint venture after pre-qualification and any change in a Pre-qualified joint venture will be subject to the employer's approval in writing prior to the deadline set for the receipt of bids. Such an approval will not be granted, if among other things, the proposed formation or change would result in the employer's opinion, in
 - A substantial reduction of competition, OR
 - The inclusion of a firm which had not been previously pre-qualified (either individually or as part of another joint venture) OR
 - The lowering of the joint ventures qualifies below the minimal standards stated acceptable in the pre-qualification documents.
- (e) The qualifying characteristic of the individual members will be added for purposes of arriving at the total capacity of the joint venture, provided that
 - To ensure that the weakest member of the joint venture can comply with the joint and several commitment to the contract, no member of the joint venture shall meet less than 25 percent of any of the qualifying requirements, and
 - The lead member shall meet the qualifying requirements.

- (f) All partners of the joint venture shall be liable jointly and severally for execution of the contract in accordance with the contract terms and relevant statement to this effect shall be included in the authorization mentioned under clause 8.25 (b)
 - (g) Complete information pertaining to each partner in the respective forms duly signed by each such partner shall be submitted with the application.
16. (1) Groups of firms who applied for and were given pre-qualification status as a joint venture may not subsequently split apart or join with other firms and be automatically pre qualified. The employer reserves the right to decide whether or not to consider pre-qualification of such restructured joint venture groups after the original date set in clause 5.0 for receipt of applications.
- (2) Firms pre-qualifying on the basis of assignments of the qualified sub-contractors must obtain the approval of the employer prior to changing any listed sub-contractors or the relative assignments of work performance, responsibility to each such sub-contractors or their pre-qualification will not be considered valid.
- (3) Majority public owned firms that apply for pre-qualification would be eligible to bid if they must meet the following criteria.
- (a) The firm is a commercially oriented legal entity distinct from the employer and / or the borrower and is not a Government Department.
 - (b) It is reasonably financially autonomous, as demonstrated by requirements for separate audited accounts and return on capital, power to raise loans and obtain revenues through sale of its services.
 - (c) It is managerially autonomous, as demonstrated by the authority for decision making granted to management for instance with regard to it contracting obligations and the hiring of personnel.
 - (d) It meets all the bidding and contractual conditions including the pre-qualification criteria set forth in this document in respect of financial and technical capacity and experience. If the firm is Pre-qualified and chooses to bid, it will be expected to provide all the bid performance securities and other guarantees required by the bidding documents and any particular advantage enjoyed by the firm in contrast with other bidders will be taken into account in the comparison of bids.

17. If the application is made in collaboration with a suitable qualified construction management firm having similar constructing experience who will provide the Technical Assistance for necessary managerial capability and technical know how, the following documents / information shall also be furnished in schedule 'H'.
- a) The proposed collaboration agreement.
 - b) The duties and responsibilities of the staff of both parties.
 - c) Certificate of academic and actual construction experience of similar type of work of the construction management firm evidencing its capabilities to effectively participate in the works, if awarded to them.
18. Firm may be pre-qualified either independently and / or in joint ventures, but the same firm will not be allowed to submit bids in competition with any of their other joint ventures.
19. **FINAL DECISION MAKING AUTHORITY**
1. The Government of Orissa or its authorized representative reserves the right to accept or reject any application in the pre-qualification process and reject all applications at any point of time without incurring any liability to the affected applicant or applicants or with out any obligation to inform the affected applicant or applicants on the grounds of such action of the Government.
 - 1.1 SPECIAL OFFICER, KKDA, LANJIGARH, KALAHANDI.
 21. The tender at the discretion of the competent authority may not be considered unless accompanied by attested true copies of the valid registration certificate, income tax clearance certificate/Pan card, sales tax clearance certificates, non-assessment certificate as the case may be and the original certificates are to be produced before the Special Officer, KKDA, Lanjigarh if asked so.
 22. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
 23. The tender containing extraneous conditions not covered by the tender notice 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.
 24. Letters etc. found in the tender box raising or lowering the rates or dealing with any point in connection with the tender will not be considered.

25. Schedule of quantity accompanies the detailed tender call notice shall be definitely understood that the Govt. does not accept any responsibility for the correctness or completeness of this schedule and this schedule is liable for alteration or omissions, deductions or alterations set forth in the conditions of contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensations, will be entertained.
26. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the OPWD Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderer on application after intimation is sent of rejection of their tenders.
27. “Provision of incentive will be made in the Agreement. This incentive will be @1% in case of completion of work ahead of one month (part of the month shall be excluded) and the maximum amount payable will be fixed @ 2% if the work is completed two months ahead of the scheduled time”. The successful bidder shall deposit additional performance security when the bid amount is seriously imbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount in shape of Bank Draft in State Bank of India, Bhawanipatna.
28. The tenderer whose tender is selected for acceptance make an initial security deposit in form of Bank Draft as earnest money shall be 1% of the value of the tendered amount and sign the agreement in the PWD form No. F-2 (schedule XLV NO. 61) for the fulfillment of the contract in the office of the **Special Officer, KKDA, Lanjigarh, Kalahandi** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of F-2 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 deposit as above shall lead to forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered in between the contractor and the Govt. shall be the foundation of the rights of both the contractors and the Govt. and the contract shall be deemed to be incomplete until the agreement has been signed first by the contractor and then by the proper officer authorised to enter into the contract on behalf of the Govt. The security will be refunded three years after satisfactory completion of the work and payment of the final bill and will not carry interest.
29. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered into within the state of Orissa and it is agreed that neither party of the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the state of Orissa.

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30. Tenders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No. VIII R 8/5225, dtd. 26.2.55 and No. IIM 56/628842 (5) dtd. 27.9.61 as amended from time to time.
31. In case of any complaint by the working labourers about the non payment or less payment of his wages as per latest minimum wages act, the Special Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labourers directly under intimation to the local Labour Officer of the Govt. The contractor shall not employ child labourers. The decision of the Special Officer is final and binding on the contractor.
32. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tender for collection of materials, storage, housing of staffs or other purpose of the work .No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labourers as well as for the work.
 - d. Fees and duties levied by the Municipal, canal or water supply authorities.
 - e. Suitable equipments and wearing apparatus for the labourer engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including cost of any suit for injury to persons or property due to negligence of any major precaution 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.

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32. The tenderers are required to possess full-fledged field laboratory for testing of the quality of the work.
 - i. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting Officers in the rank of Chief Engineer & above.
33. All reinforced cement concrete work should conform to Orissa Detailed Specification and should be of proportion (1:2:4) or (1:1½:3) having a minimum compressive strength (in work test) 150 Kg/200 Kg per Cm² in 15cm cubes at 28 days after mixing and tests conducted in accordance with IS-456 and IS-516 using 12mm to 20mm size black hard crusher broken granite chips (20mm size not to exceed 25%).
34. Shuttering and centering shall be with iron planks the inside of which shall be lined with suitable sheeting and leak proof and water tight or alternatively steel shuttering and centering may be used.
35. After finishing of the work, 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 taxes. The ground up to 15 meters shall be cleaned and rough dressed.
36. The contractor shall not interfere in 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 work.
39. The department will have the right to inspect the scaffolding and centering made for the work and can be rejected partly or fully such structures if found defective in their opinion.
40. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps.
41. Boiling 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 benchmarks, level/pillars profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of those incidental items of work.
40. All the quantities mentioned in the schedule are combined for ground floor and multi-floor in case multistoried building and the rates should be the same.
41. Cement concrete in roof slabs, beams and wherever prescribed by the Engineer-in-Charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixer, vibrator and pumps etc. for the purpose.

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42. It should be understood clearly that no claims whatever be entertained.
43. The tenderer shall have to abide by the CPWD safety code introduced by the Government of India, Ministry of Works, Housing & Supply in their standing Order No.44 to 46 Dated 25.11.1957.
44. The contractor will abide the fair wages clause as introduced by the Government.
45. The contractor should at his 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 conveyances.
46. The contractor will have to submit the monthly return of labourer, both skilled and unskilled by him, of the work, to the Special Officer, KKDA, Lanjigarh.
47. The tenderer are required to go through each clause of PWD from F₂ carefully in addition to clauses mentioned herewith before tendering.
48. No part of the contract shall be sublet without written permission of the Special Officer, KKDA, Lanjigarh or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
49. No tender document will be sold to intending tenderers on the date of opening of the tender.
50. If any further necessary information is required, the Special Officer, KKDA, Lanjigarh will furnish such but it must be clearly understood that tenders be received in order and according to instructions.
51. Cement shall be used by bags and weight of one cubic meter of cement being taken as 14.42 quintals.
52. No contractors will be permitted to furnish their tender in their own manuscript papers.
53. Every tenderer 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, labourers and foodstuffs 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 the samples of materials in sealed bags may be submitted along with the tender for approval of the Special Officer, KKDA, Lanjigarh.
54. Government will not, however, after acceptance of contract rate pay any extra charges for lead or any other reason in case the contractor is found later on to have misjudged the materials available.

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55. 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.
56. The tenders containing extraneous conditions not covered by the tender call notice is liable for rejection.
57. The contractor shall have to furnish a certificate along with tender to the effect that he is not related to any officer of KKDA of the rank of Assistant Engineer and above.
58. All tenders received will remain valid for a period of ninety days from the date of receipt of tender and validity of tender can also be extended if agreed to by the contractor and the KKDA.
59. 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.
60. Tenderer 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 works executed, along with the tenders.
61. Letters etc. found in the tender box, raising or lowering rates of dealing with any point in connection with the tender will not be considered.
62. All reinforced cement concrete works should be furnished smooth. Extra charges for plastering if required to any RCC structures like columns, chajjas etc. shall not be paid.
63. Tenderer may at their opinion quote-reasonable rate for each item of work carefully so that in one item it is not unworkably low and other too high.
64. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender **exceeds Rs.2.50 lakhs**. The apprentices will be selected by the SO, KKDA, Lanjigarh. The stipends to be paid to the apprentices should not be less than Rs.7,000/- per month in case of Graduate Engineers and not less than Rs.5,000/- per month in case of Diploma Engineers. The period of employment will commence within one month after the date of work order and would last till the date, when 93% of the work is completed. The number of apprentices will be fixed by the Chief Engineer so that the total expenditure does not exceed 1% or the tendered cost of the work vide Works & Transport Department letter No.1331 Dated 12.8.1966.
65. 2.2% of the gross amount of bill will be deducted towards income tax from the contractor's bill & surcharge will be 10% over income tax.
66. 1% of the gross amount of bill will be deducted towards Goods & Service Tax (GST) from the contractor's bill.

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67. 5% of the gross amount of the will be deducted towards the Security Deposit from the Contractor's bill.
68. 1% of the gross amount of the will be deducted towards Cess.
69. 1% of the gross amount of the will be deducted towards Contingencies.
70. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

Clause-83 (a) "If during the progress of the work the price of any materials incorporated in the work (not being materials supplied from the Engineer-in-Charge's store) in accordance with Clause _____ thereof increases or decreases as a result of increase or decrease in the average wholesale price Index of (all commodities), and the contractor thereupon 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 75% in between the average wholesale Price Index (all commodities) which is operative for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below:

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

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_0)}{i_0}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of materials.

R = The value of work done in Rupees during the quarter under consideration.

i_0 = The Average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time).

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

P_m = Percentage of materials component as per sub-clause of this clause.

- b) Similarly, if during the progress of works, the wages of labourer increase or decrease as a result of increase or decrease in the minimum wages for labourer prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages, then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in-between the minimum wage for labourer which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated in the next page .

Formula to calculate the increase or decrease in the cost of labour:

$$VM = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_0)}{i_0}$$

VM = Increase or decrease in the cost of work during the quarter under consideration due to changes in minimum wages of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_0 = The minimum wages for labour as prevailed during quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

P_m = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel being the representative item for the price adjustment) 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 Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times R \times \frac{(D_2 - D_1)}{D_1}$$

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

R = The value of work done in Rupees during the quarter under consideration.

D_1 = Average Price per litre of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D_2 = Average Price per litre of diesel oil which is fixed during the quarter under consideration.

K_2 = Percentage of P.O.L component as per sub-clause.

- d) Reimbursement/refund on variation in the price of materials, labour and POL Vide works department letter No.21369 dated 22.9.91, the reimbursement/refund on variation in price of materials, labour and P.O.L. as per sub-clauses (a), (b) and (c) of these clause shall be applicable in the following manner.

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible at all, in case of work where the stipulated period of completion is one year and more, escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided the work has been carried out by the contractor in terms of the relevant provision of the agreement .In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from”.

- e) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause 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 authorised representatives of Govt. and further, shall at the request of the Engineer-in Charge furnish, verified in such a manner as the Engineer-in Charge may require any document kept and such other information as the Engineer-in-Charge may require. The contractor shall within a reasonable time during the execution of work , any alteration in the price of such material, wages of labourer and / or price of POL, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

71. If the contractor quotes abnormally low rates for some items and the KKDA decides to accept his tender then the KKDA would have discretion of with holding 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 cement, steel, paint etc. procured and used by the contractor for the above noted work should be as per ISI specification and to be got approved from the Engineer-in-Charge before execution.

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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 State of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa.

The names of such Engineering personnel appointed by the contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work.

Each bill of the **A or B 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.

(Vide Works Department No. Codes M-22/91-15384 dated 9.7.91)

74. a) Number of tests as specified in I.R.C. MORTH /I.S.I. Specification required for the construction of roads /bridges /buildings or any structural works will be conducted any Govt. Test House/Department Laboratories/reputed and material test laboratory as to be decided by the Engineer-in-charge .Testing charge, including expenditure for collection/transportation of samples/specimen etc. will be borne by the contractor. The collection of samples and testing are to be conducted both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

b) The firm/contractor shall install field laboratory at work site for conducting required tests as per IRC requirement at his own cost for providing sufficient opportunity for checking from time to time.

c) Even qualified criteria's are met the bidders can be disqualified for the following reasons if enquired by the department.

- Making a false statement or declaration.
- Past record of poor performance.
- Past record of abandoning the work half way /rescission of contract.
- Past record of inordinate delay of completion of work.
- Past history of litigation.

d) The agency will be responsible for traffic management and maintenance of this stretch of road (for which tender has been invited) at his own cost during period of execution.

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75. M/S OB&CC Ltd shall be allowed a price preference up to ___% on the lowest quotation and will be given an opportunity to state whether it will be willing to reduce the quotation to the work up to 3% above the lowest valid tender acceptable.
76. Number of tests as specified in IRC/MOST/ISI specifications required for construction of roads/bridges/buildings or any structural works will be conducted in any Government test house/Departmental laboratories, reputed materials testing laboratories as to be decided by the Engineer-in-Charge. Testing charges including expenditure for collection/transportation of samples/specimen etc. will be borne by the contractor. The collection of samples and testing are to be conducted both prior to execution and during execution as maybe directed by the Engineer-in-Charge and in both the counts the cost shall be borne by the contractor.
77. The contractor is required to pay royalties to Government as fixed from time to time and produce such documents in support of their payment to the Special Officer along with their bills, failing of which the amount of royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the concerned department for revenue.
78. No materials like cement, steel and paints will be supplied by the department to the work. All materials required to the work shall be arranged by the contractor at his own cost.

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CERTIFICATE OF NO RELATIONSHIP

I / we hereby certify that I / we am/are not related to any officer of KKDA of the rank of Asst. Engineer & above and any officer of the rank of Assistant Secretary and above of the ST & SC Development Department, Govt. of Orissa. I/We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of E.M.D. & 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: -

CERTIFICATE OF LIST OF WORK IN HAND

I /We do hereby certify that at present the following works are in my/our hand.

Sl. No	Particulars of works now in hand	Amount of each work	Period in which the work is stipulated to be completed (in month)	Approved value of work done against each work on the date of submission of Tender	Department under which the work is being taken up.
1	2	3	4	5	6

I/We, also not that, non-submission of this certificate will tender my/our tender liable for rejection.

Signature of the tenderer

Date:-

CERTIFICATE OF PREVIOUS EXPERIENCE

I /We do hereby certify that the following works have been executed by me/us in the past.

Sl. No.	Particulars of work already executed	Approximate Amount of each work	Name of the Department under which the works executed	Period of commencement and period of completion	Whether the work were completed in stipulated period.
1	2	3	4	5	6

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

Signature of the Tenderer

Date:

CERTIFICATE OF TOOLS AND PLANTS

I /We do hereby certify that the following tools and plants, machineries and vehicles are in my /our possession in working orders.

- (i)
- (ii)
- (iii)
- (iv)

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

Signature of the tenderer

Date:

The rate quoted by me is _____% excess / less.
In words (_____)

Number of correction in Item No.

Number of over writing in Item No.

Number of interpolation in Item No.

A) Earnest money furnished in shape of :-

1) Band Draft for Rs. _____/- No. _____ Date.

2) NDSC for Rs. _____ pledged/not pledged.

3) PSPB for Rs. _____ pledged/not pledged.

B) STCC furnished/not furnished.

C) ITCC furnished/not furnished.

D) List of works in hand furnished/not furnished.

E) Relationship certificate furnished/not furnished.

F) Labour licence furnished/Not furnished

Name of the Contractor Sri _____

“ _____ ” Class Contractor on payment of Rs. _____

(Rupees _____)
only.

**Signature of the
Tenderer**

-SD-
Special Officer
KKDA, Lanjigarh
Kalahandi