



**SHREE JAGANNATH TEMPLE OFFICE, PURI**  
**TENDER CALL NOTICE**

Bid Identification No. 44/23-24 Date : 18-01-2024

The OSD (Development), Shree Jagannath Temple Administration, Puri on behalf of the Shree Jagannath Temple Managing Committee, Puri invites Percentage Rate bids in **Double cover system** for execution of composite works i.e. Civil works, E.I. works and P.H. works for the work mentioned below from 'B' & 'A' Class contractors registered with the State Governments and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of Building works. The proof of registration from the appropriate authority shall be enclosed along with the bid.

Sl. No.	Name of the work	Approximate Value of work (₹ in Lakh)	Cost of bid document + GST (in ₹)	EMD Amount	Period of Completion	Eligible Class of contractor
1	2	3	4	5	6	7
1.	Construction of Branch Office Building of Shree Jagannath Temple Administration, Puri at Jatni.	₹210.32 lakh appx.	₹10,000/- + GST 18% in shape of DD in favour of Chief Administrator, SJTA payable at Puri	₹2,10,400/- in shape of NSC/POSBA/POTDA/KUP/BG duly pledged in favour of Chief Administrator, SJTA, Puri	18 (Eighteen) Calendar Months	'B' & 'A' Class

- 1) Bid documents consisting of Plans, specifications, schedule of quantities, the set of terms and condition of contract and other necessary documents can be seen in the website: - [www.shreejagannatha.in](http://www.shreejagannatha.in).
- 2) The bid documents will be available during office hours at Shree Jagannath Temple Office, Puri up to Dt. 29-01-2024- 5:00 PM. or can be downloaded from Temple Office website- [www.shreejagannatha.in](http://www.shreejagannatha.in).
- 3) Sealed Technical Bids (Cover-I) & Financial Bids (Cover-II) super-scribed separately are to be received in a sealed cover on or before Dt. 30-01-2024 Time - 3:00 PM at Shree Jagannath Temple Office, Puri/can be sent to Temple Office through Speed Post/Registered Post/Courier. The Temple Office will not be responsible for postal delay.
- 4) The Technical Bids will be opened in presence of the bidders or their authorized representatives on the same date at 4:00 PM.
- 5) The Financial Bids of qualified bidders will be opened on Dt. 02 -02-2024 at 11:30 AM.



- 6) The bidder or their authorized representatives are requested to attend the tender opening process at the schedule time and place to witness the opening. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 7) Bidders are requested to enclose their valid  
(a) Registration Certificate (b) PAN Card (c) GSTIN Certificate, (d) List of similar type of work completed in last 5 financial years of work value not less than 200 lakhs and other documents if any as required in the DTCN which form part of the Tender Notice.
- 8) Other details can be seen in the bid documents/DTCN.
- 9) The Addendum/Corrigendum if any will be hoisted in the website only.
- 10) The authority reserves the right to accept or cancel any or all bids without assigning any reason thereof.

  
OSD (Development)

Shree Jagannath Temple, Puri

Memo No. 914 Dt 18.1.24

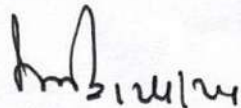
Copy submitted to the Collector and Dy. Chief Administrator for kind information.

  
OSD (Development)

Shree Jagannath Temple, Puri

Memo No. 915 Dt 18.1.24

Copy to Superintending Engineer, Puri (R&B) Divn. Puri / Superintending Engineer, Rural Works Divn. Puri / Executive Officer, Puri Municipality, Puri / Secretary, PKDA, Puri for information and wide circulation.

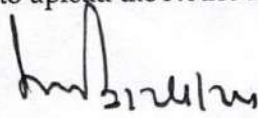
  
OSD (Development)

Shree Jagannath Temple, Puri

Memo No. 916 Dt 18.1.24

Copy to

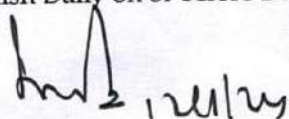
- 1) Dy. Administrator (Finance)/OSD (Works)/ Superintending Engineer/ OIC (Works)/ Accounts Section / Office Notice Board, Shree Jagannath Temple, Puri for information & necessary action and wide circulation.
- 2) Computer Programmer, SJTA, Puri for information. He is requested to upload the Notice in Temple website for wide publication.

  
OSD (Development)

Shree Jagannath Temple, Puri

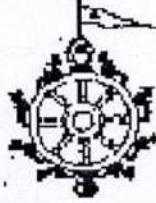
Memo No. 917 Dt 18.1.24

Copy to Public Relation Officer, SJTA for information with a request to arrange for publication of the Notice in one number of leading Odia daily News Paper and one National English Daily on or before Dt.15-01-2024 for wide circulation of the tender notice.

  
OSD (Development)

Shree Jagannath Temple, Puri





**SHREE JAGANNATH TEMPLE OFFICE, PURI**

BID IDENTIFICATION NO- 44/2023-24 /Dt. ... 18.07.2024

**COVER - I**

**TECHNICAL BID DOCUMENTS**

**FOR THE WORK**

**CONSTRUCTION OF BRANCH OFFICE BUILDING OF SHREE  
JAGANNATH TEMPLE ADMINISTRATION, PURI AT JATNI.**

**(Composite Tender)**

**Estimated Cost put to Tender : ₹210.32 lakh approx.**

**CHIEF ADMINISTRATOR  
SHREE JAGANNATH TEMPLE, PURI**

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**SHREE JAGANNATH TEMPLE OFFICE, PURI**  
**TENDER CALL NOTICE**

Bid Identification No 4/1/33-24 Date : 18-01-24

The OSD (Development), Shree Jagannath Temple Administration, Puri on behalf of the Shree Jagannath Temple Managing Committee, Puri invites Percentage Rate bids in **Double cover system** for execution of composite works i.e. Civil works, E.I. works and P.H. works for the work mentioned below from 'B' & 'A' Class contractors registered with the State Governments and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of Building works. The proof of registration from the appropriate authority shall be enclosed along with the bid.

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1.	Construction of Branch Office Building of Shree Jagannath Temple Administration, Puri at Jatni.	₹ 210.32 lakh appx.	₹10,000/- + GST 18% in shape of DD in favour of Chief Administrator, SJTA payable at Puri	₹210400/- in shape of NSC/POSBA/POTDA/KUP/BG duly pledged in favour of Chief Administrator, SJTA, Puri	18 (Eighteen) Calendar Months	'B' & 'A' Class

- 1) Bid documents consisting of Plans, specifications, schedule of quantities, the set of terms and condition of contract and other necessary documents can be seen in the website: - [www.shreejagannatha.in](http://www.shreejagannatha.in).
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Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



- 6) The bidder or their authorized representatives are requested to attend the tender opening process at the schedule time and place to witness the opening. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
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OSD (Development)

Shree Jagannath Temple, Puri

Memo No.E- 2567 - 914 Dt 18-01-24

Copy submitted to the Collector and Dy. Chief Administrator for kind information.

  
OSD (Development)

Shree Jagannath Temple, Puri

Memo No. 915 Dt 18-01-24

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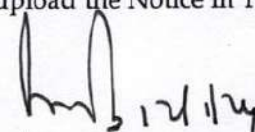
  
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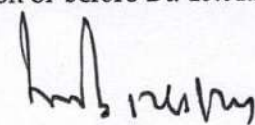
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OSD (Development)

Shree Jagannath Temple, Puri

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri





## Shree Jagannath Temple Administration, Puri

Bid Identification No. ୧୫ of 2023-24 Dt. ୧୫.୦୧.୨୦୨୪

- 1) Name of the work : Construction of Branch Office Building of Shree Jagannath Temple Administration, Puri at Jatni.
- 2) Estimated cost : ₹ 210.32 lakh appx.
- 3) Period of completion : 18 (Eighteen) Calendar Months
- 4) Date & time of availability of the Bid documents in the temple website : Up to 5:00 PM of Dt. 29.01.2024
- 5) Last date / Time of receipt of the bid in temple office : Dt. 30.01.2024 up to 3:00 PM.
- 6) Date of Opening-Technical Bid : Dt. 30.01.2024 at 4:00 PM.
- Financial Bid : Dt. 02.02.2024 at 11:30 AM.
- 7) Name and Address of the Office : Chief Administrator, Shree Jagannath Temple Administration, Grand Road, Puri

Further details can be seen from the SJTA web-site-[www.shreejagannatha.in](http://www.shreejagannatha.in)

OSD (Development)  
Shree Jagannath Temple, Puri



**CHECK LIST TO BE FILLED UP BY THE BIDDER**

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
1)	Cost of tender paper ₹10000/- + GST 18% in shape of DD in favour of Chief Administrator, SJTA payable at Puri	D.T.C.N Clause No.1.8.			
2)	EMD amounts to ₹210400/- to be deposited in shape of NSC/POSBA/POTDA/KUP/BG	D.T.C.N Clause No.1.8.1. & Clause No.14.3.			
3)	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender	D.T.C.N Clause No.62			
4)	Copy of valid Registration Certificate	D.T.C.N Clause No.2.1.			
5)	Copy of GST Registration Number	D.T.C.N Clause No.1.7. & 3.2.			
6)	Copy of PAN Card	D.T.C.N Clause No.3.2.			
7)	No Relationship Certificate in Schedule - A	D.T.C.N Clause No.2.3.			
8)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.3.4.			
9)	Affidavit (Schedule-F)	D.T.C.N Clause No.11.2.			

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



**CONTRACT DATA****(A) GENERAL INFORMATION**

Sl No	Items	Details
1)	Name of the Work	Construction of Branch Office Building of Shree Jagannath Temple Administration, Puri at Jatni.
2)	Employer	Chief Administrator, Shree Jagannath Temple Administration, Puri.
3)	Employer's Representative	OSD (Development), Shree Jagannath Temple Administration, Puri.
4)	Accepting Authority	Chief Administrator, Shree Jagannath Temple Administration, Puri.
5)	Executing Authority	Superintending Engineer, Shree Jagannath Temple Administration, Puri.
6)	Estimated Cost (Excluding GST) (In ₹)	
	Civil Works	₹ 1,57,00,741/-
	EI Works	₹ 25,82,804/-
	PH Works	₹ 27,48,037/-
	Total =	₹ 2,10,31,582/-

**(B) BID INFORMATION**

7)	Intended completion period/Time period assigned for Completion		18 (Eighteen) Calendar Months	
8)	Last Date & time of submission of Bid		3.00 PM of Dt.30.01.2014	
9)	Date of opening (Technical Bid-Cover-I)		Time: 4.00 PM on Dt.30.01.2014	
	(Finanacial Bid-Cover-II)		Time : 11:30 AM on Dt.02.02.2014	
10)	Cost of Bid Document			
	i)	Cost of Bid Amount	₹10000/-+18% GST=₹11800/-	
	ii)	Payment Mode	DD in favour Chief Administrator, Shree Jagannath Temple Administration, Puri	
11)	Bid Security		EMD amounts to ₹210400/- to be deposited in shape of NSC/POSBA/POTDA/KUP/BG	
12)	Additional Performance Security (Clause No.27 (iii) of DTCN.)			
	Amount	Sl. No.	Quoted Rate less on the amount put to tender.	Additional Performance Security to be deposited by the successful bidder
		i	Below 5%	No Additional Performance Security
		ii	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
		iii	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)
	Pledged in favour of		Chief Administrator, Shree Jagannath Temple, Puri	
	Payable at		Puri	
	Type of instrument		As specified in the Bid document	
13)	Bid validity period		90 days	
14)	Currency of contract		Indian Rupee	
15)	Language of contract		English	
16)	Similar Nature of work as per 112 (g)		The bidder should have satisfactorily executed at least	

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, PuriOSD (Development)  
Shree Jagannath Temple, Puri



### Instruction to Bidders (ITB)

1. **NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:**
  - 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Superintending Engineer who will deal with all matters relating to the bids in the invitation of bids.
  - 1.2. For composite tender, estimated cost of each component should be clearly indicated in addition to combined estimated cost put to tender. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
  - 1.3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Chief Administrator, SJTA/Superintending Engineer, SJTA may at his discretion without prejudice to any other right or remedy available under law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the said Act by him.
  - 1.4. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects herein.
  - 1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
  - 1.6. Throughout these bidding documents, the terms "bid and tender" EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
  - 1.7. In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, Firefighting installation, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical, Firefighting installation and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, GST Registration certificate & GSTIN etc, at the time of purchase of tender documents but will be required for verification purpose at later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. The L1 Bidder is required to attend the officer inviting the bid for verification of original documents within five days of opening the Price bid.
  - 1.8. The cost of Bid documents is to be received in shape of DD for ₹10000/- + GST 18% in favour of Chief Administrator, Shree Jagannath Temple Administration, Puri payable at Puri.
  - 1.8.1. The bidder shall have to furnish a "EMD amounts to ₹210400/- to be deposited in shape of NSC/POSBA/POTDA/KUP/BG duly pledged in favour of the Chief Administrator, SJTA."
  - 1.8.2. DELETED
  - 1.8.3. Contractor exempted from payment of EMD will be able to participate in the tender directly with evidences towards his eligibility for such exemption.
  - 1.8.4. DELETED
  - 1.9. The bidders are to participate in the bid off line, i.e. dropping sealed cover in the Tender Box kept at Shree Jagannath Temple Office.
  - 1.10. DELETED.
  - 1.11. DELETED
  - 1.12. DELETED
2. **ELIGIBLE BIDDERS:**

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



- 2.1. This Bid is open to all Contractors of the class mentioned in the Invitation for Bids registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/ MES/ Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.

Contractors not registered with Govt. of Odisha can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the state Govt. before award of the work as per prevalent registration norms of the state.

- 2.2. DELETED

- 2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Under Secretary and above in the Government of Odisha in the concerned Department, he shall inform the same in Schedule-I of the bid document mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid an undertaking to that effect.

- 2.4. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.

- 2.5. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

### 3 QUALIFICATION CRITERIA:

- 3.1. DELETED

- 3.2. The bid shall include following information and documents

- (a) Copy of valid contractor's registration certificate, PAN card, GST Registration certificate & GSTIN should accompany the technical bid.
- b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
- c) Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.
- d) In case if contractor executing several works, he is required to furnish a time schedule for movement of equipment/machinery from different site to this work site when work is to be executed.
- e) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work.
- (f) Deleted
- g) The contractor intending to use/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/ lease deed and duration of such contract.
- h) Copy of sub-contract agreement with eligible Registered Electrical Contractors having valid L.T. / H.T. / M.V. license (Associated with the sub-contractor).
- (i) Details of work under progress as per tender documents.
- (j) Details of works executed during the last five years and works in hand (list of ongoing works as per bid documents) duly certified/issued by the competent authority.

- 3.3. DELETED

- 3.4. The Bidders are subject to be disqualified if they have:

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. Been black listed/their registrations by the competent authority.

**4 ONE BID PER BIDDER:**

- 4.1. Each bidder shall submit only one bid for one package. A bid is said to be responsive if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

**5 COST OF BIDDING:**

- 5.1. The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
- 5.2. All the rates and prices in the bid shall cover all taxes, GST Registration certificate & GSTIN, ferry, tollage charges and royalties and any other charges except GST.
- 5.3. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- 5.4. The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

**6 SITE VISIT:**

- 6.1. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.
- 6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder
- 6.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

**B. BIDDING DOCUMENTS**

**7 GENERAL INSTRUCTIONS:**

- 7.1. DELETED
- 7.2. DELETED
- 7.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

**8 CLARIFICATION OF BIDDING DOCUMENTS:**



- 8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours every day except on Sundays & Public Holidays till last date of sale of tender paper.
- 8.2. Only paper copy of the bid shall be sold.
- 8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before
- 8.4. The bidder can seek clarification on the bids which he received earlier than 15 days prior to the deadline for submission of bids. The Employer's response will be forwarded through the email ID of the enquirer.
- 8.5. PRE-BID MEETING: DELETED
9. AMENDMENT OF BIDDING DOCUMENTS:
  - 9.1. Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding
  - 9.2. Any addendum thus issued shall be part of the bidding documents and shall be notified in the
  - 9.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.
- C. PREPARATION OF BIDS
10. LANGUAGE OF THE BID:
  - 10.1. All documents relating to the Bid shall be in the English /Oriya language. Bids submitted in any other language shall be summarily rejected.
11. DOCUMENTS COMPRISING THE BID:
  - 11.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.
    - (i) Invitation for Bids (IFB)
    - (ii) Instructions to bidders (ITB)
    - (iii) Conditions of Contract
    - (iv) Contract Data
    - (v) Specifications
    - (vi) Drawings
  - 11.2. All the volumes/documents shall be provided with the bid document by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and submit the Xerox documents in Portable Document Format with the bid in the designated locations of Technical Bid. He will fill up the percentage rate in the BOQ for the work in designated Cell and submit the same in designated locations of Financial Bid. Submission of document shall be made by dropping in the designated tender box placed in Shree Jagannath Temple Office, Puri.
- A. Cost of "Bid document" & "Bid Security" shall be remitted as mentioned in the Tender notice.
- B. "Technical Bid" shall comprise.
  - (i) Registration Certificate
  - (ii) Valid PAN & GSTN Certificates
  - (iii) List of work experience certificates
  - (iv) Undertaking & affidavit regarding genuineness of documents/List of Tax Invoice/Lease Agreement of equipments/Machineries
- C. "Financial Bid" shall comprise.
  - (i) Priced Bill of Quantities
12. PROPOSAL BY THE BIDDER:
  - 12.1. In the double cover system Bill of Quantity shall be made available to the bidder.
  - 12.2. DELETED
  - 12.3. In case of percentage rate tender, the bidder will only fill in the designated cell and mention "less" or "excess" to indicate how much his price offer is excess or less (Up to two decimal Place) than the estimated amount.
  - 12.4. The bidder shall bid for the whole works as described in the Bill of Quantities.



- 12.5. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. Conditional offer or alternative offers will not be considered in the process of bid evaluation.
- 12.6. All duties, taxes, excluding GST including Building and other Construction Workers Welfare Cess @ 1% payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Taxes on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same except GST payable for works contract.
- 12.06. In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12.7. Bidders while quoting their offers shall consider the following as regards price adjustment towards Cement, Steel & Bitumen and escalation of all components of work as per Sub- Clause 31 of Condition of P-1 Contract
- 12.8. Deleted.
- 12.9. Deleted.
- 12.10. Deleted.
- 12.11. Deleted.
- 12.12. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 12.13. The contractor shall conform in all respects, by giving all notices and paying all fees, with the provisions of:
- 12.14. i) Any national or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and  
ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.
- 12.15. FOR COMPOSITE BIDS: DELETED.
- 13 CURRENCIES OF BID AND PAYMENT:
- 13.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.
- 14 VALIDITY:
- 14.1. Bids shall remain valid for a period not less than 90 days or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bids. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as nonresponsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail.
- 14.3. (i) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of as mentioned in contract data from the last date of receipt of Bid documents.  
(ii) Document, owned or hired but deployed outside the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a period as to be able to execute an item of work as per original programme which will be part of the agreement.



**15 BID SECURITY:**

- 15.1. The Bidder shall remit a bid security for the amount mentioned under Contract Data.  
The successful lowest bidder will produce the original of all the documents submitted with the bid documents for verification within 5 days of opening of the tender (Price Bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for three years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his/her tender at the negotiated rate equal to L-1 bidder.
- 15.1.1. DELETED  
15.1.2. DELETED  
15.1.3. DELETED
- 15.2. The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.
- 15.3. Combined bid security for more than one work is not acceptable.
- 15.4. In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.
- 15.5. The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.
- 15.6. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any
- 15.7. The Bid Security may be forfeited
- 15.7.1. If the bidder withdraws the bid after opening of the bid but within the period of validity.
- 15.7.2. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.
- 15.7.3. DELETED.
- 15.07.04. In the case of a successful bidder, if the bidder fails within the specified time limit to
- 15.7.4.1. Sign the Agreement; or
- 15.7.4.2. Furnish the required Performance Security including additional performance security if any.

**16 FORMAT AND SIGNING OF BID:**

- 16.1. DELETED
- 16.2. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.
- 16.3. DELETED
- 16.3.1. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 16.3.2. DELETED  
16.3.3. DELETED

**D. SUBMISSION OF BIDS**

**17 SECURITY OF BID SUBMISSION:**

- 17.1. DELETED  
17.2. DELETED

**18 DEADLINE FOR SUBMISSION OF THE BIDS :**

- 18.1. The bidding period will remain active till the last date and time of the bid submission. Once the date and time is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting the Bid.



- 18.2. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

**19 LATE BIDS :**

- 19.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

**20 MODIFICATION AND WITHDRAWAL OF BIDS :**

- 20.1. In the Tender process, it is not allowed to modify the bid after submission of the bids.  
20.2. In the Tender process, with-drawl of bid is not allowed.

**OPENING AND EVALUATION**

**21 OPENING OF THE BID:**

- 21.1. Bid opening dates are specified during tender invitation or can be extended vide corrigendum. These  
21.1.1. Contractors/their authorized representative are allowed/required to be present during the bid opening at the opening location if they so desire.

**21.1.2. DELETED**

- 21.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

**21.3. DELETED**

**21.4. DELETED**

- 21.4.1. After receipt of confirmation of the bid security, the bidder will be asked in writing to clarify his technical bid, if necessary.

- 21.4.2. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

**21.4.3. DELETED**

- 21.5. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. If any of the information/ statements/documents/certificates furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

- 21.6. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening.

- 21.6.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid if any.

- 21.6.2. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.

- 21.6.3. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

- 21.6.4. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.

- 21.6.5. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.

- 21.6.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.

**21.6.7. DELETED**

**21.6.8. DELETED**

**22 PROCESS TO BE CONFIDENTIAL:**



- 22.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.

**23 CLARIFICATION OF BIDS:**

- 23.1. To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.
- 23.2. Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

**24 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

- 24.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid:-
- 24.1.1. Whether the Bid security is confirmed by issuing institution/bank.
- 24.1.2. Has submitted legible documents for evaluation
- 24.1.3. Meets the eligibility criteria defined in Clause 3 and;
- 24.1.4. Is substantially responsive to the requirements of the bidding documents.
- 24.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 24.3. A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
- 24.3.1. Which affects in any substantial way the scope, quality, or performance of the works?
- 24.3.2. Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
- 24.3.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 24.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 24.5. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

**25 EVALUATION OF BIDS: DELETED**

- 25.1. If the officer inviting the Bid in his opinion judges that the price quoted by the lowest qualified bidder is high or a special condition imposed by the bidder is to be withdrawn, the bidder shall be invited for negotiation by the officer inviting the Bid or by an officer authorised by him in writing. Negotiations of financial bid with only the lowest bidder shall be carried out, if necessary.

25.2. DELETED.

25.3. DELETED.

25.4. DELETED.

25.5. DELETED.

**F. AWARD OF CONTRACT**

**26 AWARD CRITERIA:**



- 26.1. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- 26.2. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in- Charge.
- 26.3. Competent Authority on behalf of Governor of Odisha reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 26.4. The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

**27 OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS :**

- 27.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivising the bidder.
- 27.2. The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

**28 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS :**

- 28.1. The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- 28.2. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

**29 AWARD AND SIGNING OF AGREEMENT:**

**29.1. DELETED.**

- 29.2. The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder

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 and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates 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 published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I by inclusion).

- 29.2.1. Following documents shall form part of the agreement
- 29.2.1.1. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.
- 29.2.1.2. Standard Bid Document P.W.D. Form P-1
- 29.3. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.



29.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.

29.5. Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.

30 CORRUPT OR FRAUDULENT PRACTICES:

30.1. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.

30.2. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

Works Deptt. No.4559 Dt.05-04-2021

Clause :- Price Adjustment

31.1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

b) The price adjustment shall be determined during each month from the formula given in following Paras.

c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

31.2. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices are;

31 (a) (i) : Adjustment of Other Materials Component:

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

$$V_M = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

$V_M$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL

$M_0$  = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$M_1$  = The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_m$  = Percentage of local material component (Other than cement, steel bitumen and POL) of the work.

31 (a) (ii) : Adjustment for Cement Component

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_C = 0.85 \times P_C / 100 \times R \times (C_1 - C_0) / C_0$$

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



$V_C$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement.

$C_0$  = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$C_1$  = The all India Wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_C$  = Percentage of Cement Component of the Work.

**31 (a) : Adjustment for steel Component**  
**(iii)**

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

$V_s$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

$S_0$  = The all India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry Government of India, New Delhi.

$S_1$  = The all India wholesale price index for steel (mild Steel long products) for the month under

$P_s$  = Percentage of steel component of the work

Note: For the application of this clause index of (Mild Steel long products) has been chosen to represent steel group.

**31(a)(iv) : Adjustment of Bitumen Component:**

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen

$B_0$  = The official retail price of bulk bitumen at the IOC / BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

$B_1$  = The official retail price of bulk bitumen at IOC / BPCL depot at nearest center for the 15th day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work.

**31(a)(v) : Adjustment towards differential cost of Pipes.**

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$$V_{pi} = 0.85 \times P_{pi} / 100 \times R \times (P_{i1} - P_{i0}) / P_{i0}$$

$V_{pi}$  = Differential cost of pipe i.e- amount of increase or decrease in rupees to be paid or recovered during the month under consideration

$P_{pi}$  = Percentage of pipe component of the work

$P_{i1}$  = All India Whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_{i0}$  = All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

**31(b) : Adjustment of Labour Component**

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula

$$V_L = 0.85 \times P_L / 100 \times R \times (L_1 - L_0) / L_0$$

$V_L$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.



$L_0$  = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

$L_1$  = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

$P_f$  = Percentage of labour component of the work.

**31(c): Adjustment of POL (fuel and lubricant) Component**

(V) Price adjustment for increase or decrease in cost POL(fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

$V_f$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

$F_0$  = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC / BPCL/ HPCL at nearest center on the day 28 days prior to the date of opening of Bids.

$F_1$  = The official retail price of HSD at the existing consumer pumps of IOC / BPCL/ HPCL at nearest center for the 15th day of the month under consideration.

$P_f$  = Percentage of fuel and lubricants component of the work.

Note: For the application of this clause, the price at High Speed Diesel oil has been chosen to represent fuel and lubricants group.

**31(d) : Adjustment for Plant and Machinery Spares Component**

(VI) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_1 - P_0) / P_0$$

$V_p$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares.

$P_0$  = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and industry, Government of India, New Delhi.

$P_1$  = The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and industry, Government of India, New Delhi.

$P_p$  = Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has been chosen to represent the Plant and machinery Spares group.

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993 - 94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series:

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1.	Cement	Grey Cement	Ordinary Port land cement
2.	Bars & rods	Rebars	Mild steel long products
3.	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining quarrying & construction.

**31(e) : APPLICATION OF ESCALATION CLAUSE:**

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



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 to there to which he may be in a position to supply.

**Percentage Table**

SI No	Category of Works		% Component ( Cost wise)		
			Labour ( PI )	POL ( Pf )	Steel (Ps) + Cement (Pc) + Bitumen (Pb) + Pipes (Ppi) + Plant & Machinery Spare & Component (Pp) + Other Materials*
1.	R&B Works (% of Component )	Road Works	5	5	90
		Bridge Works	5	5	91
		Building Works	5	5	92
2.	Irrigation Works (% of Component )	Building Works	5	5	93
		Earth, Canal & Embankment Work	5	5	94
3.	PH Work	Structural Work	5	5	95
		Pipeline Work	5	5	Pipe-70% *Machinery + Other materials-20%
		Sewer line	5	5	Pipe-70% * Machinery + Other materials-20%

(i) \*Note:- Further break up may be worked out considering the consumption of Cement, Steel, Bitumen, pipe and Plant & machinery Spare Component in the concerned Works and shall be provided in the bid document in shape of "Schedule of Adjustment Data" as an "Appendix to Bid" (enclosed herewith).



## Appendix to Bid

### Schedule of Adjustment Data

[For all works, adjustment factor for Labour and POL shall be considered @ 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document]

Cl. No. 31 of F2/P1 Contracts Sl. No.	Index description	Source of Index	Base Value*	Base Date*	Weightage of Item**
31 (a) (i)	Other Materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			55.93%
31 (a) (ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			8.26%
31 (a) (iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office the Economic Advisor to the Govt. of India, Ministry of commerce and Industry.			24.95%
31 (a) (iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot.			0.00%
31 (a) (v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			0.00%
31 (b)	Labour	Minimum wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			5%
31 (c)	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot.			5%
31 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			5%
			Total		100%

\* Values to be filled up at the time of drawl of contract

\*\*Values to be filled up in the bid document.

(II) Codal / contractual provisions regarding Price Adjustment in works contract - (Vide Works Department office Memorandum No-1739/W dt. 03.02.2023.

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



Codal / Contractual provisions regarding Price Adjustment in Works Contract was under active consideration of Government for some time past. After careful consideration, Government was pleased to make the codal/ contractual provisions regarding Price Adjustment clause due to increase or decrease in rate and price of Labour, Materials, Fuels and Lubricants and Plant and Machineries, Spare Components vide Works Department O.M No. '15847/W Dtd 19.11.2019.

Now, in continuation of Works Department O.M No. 15847/W dtd. 19.11.2019, Government have been pleased to make the following provisions in place of existing provision relating to "Schedule of Adjustment Data under Appendix to Bid".

[For all works, adjustment factor for Labour and POL shall be considered at the rate of 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document. The cases where the original technically sanctioned estimate gets revised. The technical sanction to the revised estimate will be obtained from the competent authority as provided under Para 3.11.2 (b) of OPWD Code, Volume-I. Based on the revised technically sanctioned estimate, the Labour & the POL component shall be given the weightage of 5% each as provided in O.M No.15847/W dated 19.11.2019 of Works Department and the weightage of 90% on steel, cement, bitumen. Pipes, other materials and plant and machinery spare component shall be given as per the technically sanctioned revised estimate excluding the extra items. The revised weightage of "Schedule of Adjustment Data" based on revised technically sanctioned estimate shall be included as an Addendum to the agreement. The technical sanctioning authority shall be the competent authority for this purpose.]

- 37 If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
- 38 All items of work as per schedule of quantities of this tender should confirm to Odisha Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.
- 39 Centering & Shuttering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
- 40 Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly of fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
- 41 Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
- 42 The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
- 43 Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.



- 44 The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
- 45 The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.
- 46 The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
- 47 No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances
- 48 The tenderer should furnish along with their tender a list of works executed during the last five years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of **Schedule-D (for detail refer to Clause No. 72).**
- 49 The tenderer or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years prior to the date of Bid shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in **Schedule-F** and information in **Schedule-E**
- 50 It should be clearly understood that :
  - a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
  - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the **Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar**. Test should be carried out in accordance with the stipulation in Bridges code section-III.
  - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
  - d) Plain concrete and reinforced concrete specimens will be tested in **Quality Control and Research Laboratory as per direction of Engineer-in-charge**. Cost of testing of all specimens and samples will be borne by the Contractor.
- 51 The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained
- 52 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.2,50,000.00. 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 not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
- 53 List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of **Schedule-C**.
- 54 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.



- 55 For submission of a tender for the work, the 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, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octoroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
- 56 The prevailing percentage of I.T. Depart
- 57 CST at source will be deducted as per the Government rule in force.
- 58 Prevailing rate of cess i.e. @ 1% on estimated cost put to tender as per the Building and Other Constructed Workers (RE&CS) Act. 1996 and Buildings and Other Construction Workers Welfare Cess Act. 1996 (vide resolution No.-12653, dt.15.12.2008 of Labour and Employment Department, Govt. of Odisha) will be deducted from each running bill of the contractor.
- 59 It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
- 60 No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
- 61 Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
- 62 Performance Security / Additional Performance Security :
- 62.1. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender thorough a transparent lottery system where all bidders / their authorized representatives, the OSD (Development), SJTA and Dy. Administrator (Finance, SJTA will remain present.  
(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol.-II )  
(by inclusion vide O.M.No.12366 dt.08.11.2013).
- 62.2. (a) 1. Additional Performance Security (APS) is being obtained from the Successful bidder when the bid amount is less than estimated cost put to tender to the extent of the amount in the table (a-3) as given below in shape of Term Deposit Receipt pledged in favour of Chief Administrator, Shree Jagannatha Temple Administration, Puri payable at Puri / Bank Guarantee in Chief Administrator, Shree Jagannatha Temple Administration, Puri payable at Puri from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Puri within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No. 14459/W dated 20.09.2018.



(a) 2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contractors. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

a) 3. In view of the above, the Government of Odisha, Works Department vide their office Memorandum No. 4559 dt. 05.04.2021 has been pleased to fix the following rate of Additional Performance Security;

Sl. No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
I	Below 5%	No Additional Performance Security
II	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
II	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

(Office Memorandum No.4559 dt. 05.04.2021 in place of Office Memorandum No. 14459 dt. 20.09.2018).

(b) "Security for the due fulfillment of a contract should invariably be taken. The security may be taken in shape of N.S.C /Post Office Savings Bank Account/Post Office Time Deposit Account/ Kissan Vikas Patra/ Bank Guarantee in favour of the Chief Administrator, SJTA from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Puri/ e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal towards EMD/initial security deposit /any other security deposit from the contractor or supplier".

(Amendment to Para-3.5.19 (a)(b) of the OPWD Code Vol.-I)

- 63 **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Superintending Engineer.
- 64 **Super class contractor** shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. 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 Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. 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 Super Class, 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. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the tender documents vide **Schedule-G**.
- 65 An 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 and above.
- 66 All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



- 67 Bailing out of water from the foundation, pipeline trenches S. Tanks/ Soak pits/ Sumps/ M.H. etc. either rainwater 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 the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
- 68 The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
- 69 The Contractor will have to submit to the Superintending Engineer, SJTA, Puri monthly return of labour both skilled and unskilled employed by him on the work.
- 70 All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
- 71 After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
- 72 1) The Tenderer should furnish information regarding Existing Commitments and Ongoing Works which are at present in their hand as per Schedule - B as provided in the DTCN. In case there is no Existing Commitments and Ongoing Works the bidders shall declare as NIL in Schedule-B with due signature of the bidder.
- 2) The bidder has to furnish Work Experience as per DTCN Clause No. 112 (g) i.e. List of Similar Nature of Works / Projects executed by him in the prescribed Performa in Schedule-D as per the DTCN.
- The above information furnished in Schedule-B and Schedule-D is to be certified by the Engineer-in-Charge / Employer not below the rank of the Superintending Engineer / Executive Engineer or equivalent. The information regarding works in hand and work experience should be furnished as per the formats Schedule-B and Schedule-D respectively provided in the DTCN.
- 73 All reinforced cement concrete works should be finished smooth.
- 74 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.
- 75 The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at any of the **Departmental Control and Research Laboratories**, at the cost of the Contractor with no extra cost to the Department.
- 76 If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
- 77 The Fly Ash Bricks should be of good qualities. The bricks should be approved by the Engineer-in-Charge before use in the work and should confirm to the minimum strength and other criteria as per National Building Code.
- 78 Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
- 79 Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements



- 80 (a) Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
- (b) Grant of Concession (s) to Scheduled Caste and Scheduled Tribe contractors (Modification to Resolution. No 27748/w dt. 11.10.1977 by Resolution.No.16262 dt.30.10.2018).
- 1) The Scheduled Caste and Scheduled Tribe applicants desirous of enrolling themselves as Contractors are required to deposit 50% of the amount specified for various Classes of Contractors under Rule-7 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D.Code,Volume-II.
  - 2) The concessions/facilities for 10% Purchase Preference shall be allowed only to the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe having Registration Certificate up to "B" Class.
  - 3) If the Tender of the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe is within 10% of the rate quoted by the lowest tenderer for any work, the work may be considered for award to him/her at the lowest tendered rate in relaxation of Rule-18 of Odisha General Financial Rules (O.G.F.R), Volume-I and Para 3.5.14 of O.P.W.D.Code,Volume-I.
  - 4) The Security Deposit (Earnest Money, Initial Security and Performance Security) at half the usual rate may be deposited / realized by/from the Scheduled Caste or Scheduled Tribe Contractors coming under the Categories up to "B" Class only as against the prescribed percentage under Rule-13 of Appendix-VIII (P.W.D. Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-II.
- 81 That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
- 82 **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
- (I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
  - (II) The tests have to be planned & carried out such that the progress of work is not hampered
  - (III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
- 83 In case of ambiguity between clauses of this D.T.C.N. and the P-1 contract form, the relevant Clauses of the P-1 contract form shall prevail over the D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.
- 84 It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
- 85 Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.



- 86 In case of any complaint by the labour working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer 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 labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Superintending Engineer is final and binding on the contractor.
- 87 The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
- 88 The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
- 89 If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
- 90 The selected contractor may take delivery of departmental supply according to his need for the work issued by the Superintending Engineer, SJTA subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.
- 91 The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
- 92 All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the P.W.D. store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
- 93 Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
- 94 TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



- 95 **Odisha Bridge & Construction Corporation Ltd.** will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No-285 date-17.04.1974. The **Odisha Construction Corporation** will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation
- 96 The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Superintending Engineer with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
- 97 **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
- 98 Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for 18 (Eighteen) Calendar months from the date of successful completion of the work.
- 99 From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
- 100 **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant. I.S. Code / I.R.C. code / MoRT&H specifications.
- 101 Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Superintending Engineer) and to be submitted to the Engineer-in charge every month.
- 102 The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
- 103 In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
- 104 The rates quoted by the contractor shall cover the latest approved rates of Labours, Materials, P.O.L. and Royalties. Arrangement of borrow areas i.e. Land, Approach Road to the building site etc. are the responsibility of the contractor.



- 105 The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
- 106 The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
- 107 Number of tests as specified in I.R.C. / MoRT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples / specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for 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
- 108 Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
- (a) Making a false statement or declaration.
  - (b) Past record of poor performance.
  - (c) Past record of abandoning the work half way/ recession of contract.
  - (d) Past record of in-ordinate delay in completion of the work.
  - (e) Past history of litigation.
- 109 In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentives against the tenderer.
- 110 The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No.	Particulars
1.	Notice Inviting tender
2.	Instruction to the Bidders
3.	Conditions of Contract.
4.	Contract data
5.	Specifications
6.	Drawings

- 111 Condition for issue of plant & machinery to contractor on hire: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Chief Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department



An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the despatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor. The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilised for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery goes out of order requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time to time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Chief Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choudidar for guarding the plant and machinery at site.

If the articles are not returned within the date originally specified or extended by the Engineer-in-Charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the Chief Engineer shall be final in case of dispute.

**FORM OF AGREEMENT** - The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached. Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorized agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the logbook, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

#### **AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS**

Signature of Contractor

Superintending Engineer  
Shree Jagannath Temple, Puri

OSD (Development)  
Shree Jagannath Temple, Puri



This agreement made on the ..... Two Thousand between (herein after referred to as "the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Odisha (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part. Whereas the hirer desirous of hiring the tools and plants of the P.W. Department of the Odisha Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants". And whereas Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned. Now it is here by and between the parties here to as follows :-

- a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop / store at Jatni.
- b) The rate of higher charges will be as mentioned in the schedule attached.
- c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & Workshop / store at Jatni in the same good condition in which they were received by him.
- e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- f) The tools and plants shall be open for inspection at all times to the officers of the Government
- g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- i) Normally the tools and plants will be supplied with operating staff.
- j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.