



SHREE JAGANNATH TEMPLE OFFICE, PURI
TENDER CALL NOTICE

Bid Identification No. 51/2024-4 Date : 29/1/2023

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 eligible Class of 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 CELEBRATION MANDAP AT BACKSIDE SHREE PURUSHOTTAMA BHAKTA NIWAS OF SHREE JAGANNATH TEMPLE, PURI.	₹ 612.35 lakh appx.	₹10,000/- + GST 18% in shape of DD in favour of Chief Administrator, SJTA payable at Puri	₹612400/- in shape of NSC/POSBA/POTDA/KVP/BG duly pledged in favour of Chief Administrator, SJTA, Puri	18 (Eighteen) Calendar Months	'A' & 'Spl.' 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.
- 2) The bid documents will be available during office hours at Shree Jagannath Temple Office, Puri up to Dt.15.02.2024 - 5:00 PM. or can be downloaded from Temple Office website- 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. 16.02.2024 Time - 3:00 PM at Shree Jagannath Temple Office, Puri/cane 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 if any on the same date at 4:00 PM.
- 5) The Financial Bids of qualified bidders will be opened on Dt.17.02.2024 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 500 lakh 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.

 29/1/24


OSD (Development)

Shree Jagannath Temple, Puri

Memo No. E-2549 2549 1218

Dt 29-1-24

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


 29/1/24

OSD (Development)

Shree Jagannath Temple, Puri

Memo No. 1219 Dt 29-1-24

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.

 29/1/24


OSD (Development)

Shree Jagannath Temple, Puri

Memo No. 1220 Dt 29-1-24

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.


 29/1/24

OSD (Development)

Shree Jagannath Temple, Puri

Memo No. 1221 Dt 29-1-24

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. 30.01.2024 for wide circulation of the tender notice.

 29/1/24

OSD (Development)

Shree Jagannath Temple, Puri



SHREE JAGANNATH TEMPLE OFFICE, PURI

BID IDENTIFICATION NO. 51/2023 /2023-24 /Dt. 29.1.1 2024

COVER - I

TECHNICAL BID DOCUMENTS
FOR THE WORK

**CONSTRUCTION OF CELEBRATION MANDAP AT BACKSIDE SHREE
PURUSHOTTAMA BHAKTA NIWAS OF SHREE JAGANNATH TEMPLE,
PURI.**

(Composite Tender)

Estimated Cost put to Tender : ₹612.35 lakh approx.

**CHIEF ADMINISTRATOR
SHREE JAGANNATH TEMPLE, PURI**



SHREE JAGANNATH TEMPLE OFFICE, PURI
TENDER CALL NOTICE

Bid Identification No. 51/2023-M Date 29.11.2023

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 eligible Class of 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 CELEBRATION MANDAP AT BACKSIDE SHREE PURUSHOTTAMA BHAKTA NIWAS OF SHREE JAGANNATH TEMPLE, PURI.	₹ 612.35 lakh appx.	₹10,000/- + GST 18% in shape of DD in favour of Chief Administrator, SJTA payable at Puri	₹612400/- in shape of NSC/POSBA/POTDA/KVP/BG duly pledged in favour of Chief Administrator, SJTA, Puri	18 (Eighteen) Calendar Months	'A' & 'Spl.' 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.
- 2) The bid documents will be available during office hours at Shree Jagannath Temple Office, Puri up to Dt.15.02.2024 - 5:00 PM. or can be downloaded from Temple Office website- 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. 16.02.2024 Time - 3:00 PM at Shree Jagannath Temple Office, Puri/cane 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 if any on the same date at 4:00 PM.
- 5) The Financial Bids of qualified bidders will be opened on Dt.17.02.2024 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 500 lakh 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.

sd/-
OSD (Development)

Shree Jagannath Temple, Puri

Memo No.E-_____ Dt_____

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

sd/-
OSD (Development)

Shree Jagannath Temple, Puri

Memo No._____ Dt_____

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.

sd/-
OSD (Development)

Shree Jagannath Temple, Puri

Memo No._____ Dt_____

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.

sd/-
OSD (Development)

Shree Jagannath Temple, Puri

Memo No._____ Dt_____

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. 30.01.2024 for wide circulation of the tender notice.

sd/-
OSD (Development)

Shree Jagannath Temple, Puri



Shree Jagannath Temple Administration, Puri

Bid Identification No. - 57 of 2023-24 Dt. 29.1.2024

- 1) Name of the work : CONSTRUCTION OF CELEBRATION MANDAP AT BACKSIDE SHREE PURUSHOTTAMA BHAKTA NIWAS OF SHREE JAGANNATH TEMPLE, PURI.
- 2) Estimated cost : ₹ 612.35 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. 15.02.2024-
- 5) Last date / Time of receipt of the bid in temple office Dt. 16.02.2024- up to 3:00 PM.
- 6) Date of Opening-Technical Bid Dt. 16.02.2024- at 4:00 PM.
- Financial Bid Dt. 17.02.2024- 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

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 ₹612400/- to be deposited in shape of NSC/POSBA/POTDA/KVP/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.			

CONTRACT DATA

(A) GENERAL INFORMATION

GENERAL INFORMATION				
Sl No	Items		Details	
1)	Name of the Work		CONSTRUCTION OF CELEBRATION MANDAP AT BACKSIDE SHREE PURUSHOTTAMA BHAKTA NIWAS OF SHREE JAGANNATH TEMPLE, PURI.	
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		₹ 3,94,50,104/-	
	EI Works		₹ 1,86,38,708/-	
	PH Works		₹ 31,45,981/-	
	Total =		₹ 6,12,34,793/-	
(B) BID INFORMATION				
7)	Intended completion period/Time period assigned for Completion		18 (Eighteen) Calendar Months	
8)	Last Date & time of receipt of Bid		3.00 PM of Dt.16.02.2024	
9)	Date of opening (Technical Bid-Cover-I)		Time: 4.00 PM on Dt.16.02.2024	
	(Financial Bid-Cover-II)		Time : 11:30 AM on Dt.17.02.2024	
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 ₹612400/- to be deposited in shape of NSC/POSBA/POTDA/KVP/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	

Instruction to Bidders (ITB)

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 are 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 ₹612400/- to be deposited in shape of NSC/POSBA/POTDA/KVP/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:**

- 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:

- 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 website www.tendersOdisha.gov.in / www.shreejagannatha.in/ notice board and through paper publication.
 - 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 Statue, 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-drawal 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:

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



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_1 = 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:

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 (Pl)	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).

N3

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.

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.

NB

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 GST 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.