



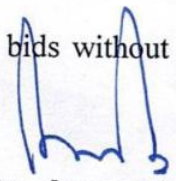
SHREE JAGANNATH TEMPLE OFFICE, PURI
TENDER CALL NOTICE

Bid Identification No. 36/23 Date : 01.01.2024

The OSD (Development), Shree Jagannath Temple Administration, Puri on behalf of the Shree Jagannath Temple Managing Committee, Puri invites percentage rate bid in **Single cover system** for the below mentioned work from 'D' & 'C' Class Govt. Registered Contractors having experience in execution of Civil construction works, Carpentry works, Stainless Steel Fabrication and Installation work.

Sl. No.	Name of the work	Estimated cost put to tender	Cost of bid document + GST (in ₹)	EMD Amount	Period of Completion	Class of contractor
1	2	3	4	5	6	7
1.	Repair to Nakachana Dwara Pindi and providing Tree guard wall around Banian tree in front of Shree Gundicha Temple, Puri.	₹3.19 lakh appx.	₹2,000/- + GST 18% in shape of Cash/DD in favour of CA, SJTA	₹3,200/-	2 (Two) Calendar Months	'D' & 'C' Class Govt. Registered Contractors

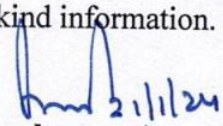
- 1) Bid documents consisting of Plans, specifications, the schedule of quantities and the set of terms and condition of contract and other necessary documents can be seen in the website: - www.shreejagannatha.in.
- 2) The bid documents will be available at Shree Jagannath Temple Office, Puri from Dt.01.01.2024 to 10.01.2024 up to 5:00 PM.
- 3) Bids are to be received in complete shape duly sealed on or before Date 11.01.2024, Time – 3:00 PM at Shree Jagannath Temple office, Puri. The tender will be opened in presence of the bidder or their authorized representatives on the same date at 4:00 PM.
- 4) 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.
- 5) 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 3 lakh.
- 6) Other details can be seen in the DTCN.
- 7) The authority reserves the right to accept or cancel any or all bids without assigning any reason there of.


OSD (Development) 11/1/24
Shree Jagannath Temple, Puri

Memo No. E-2628 4

Dt 1-1-24

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

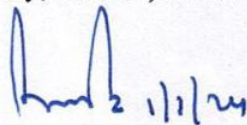

OSD (Development)

Shree Jagannath Temple, Puri

Memo No. 5 (5)

Dt 1-1-24

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


OSD (Development)

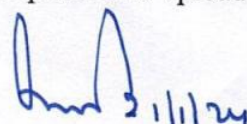
Shree Jagannath Temple, Puri

Memo No. 6 (5)

Dt 1-1-24

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



Shree Jagannath Temple Administration, Puri



SHREE JAGANNATH TEMPLE OFFICE, PURI

BID IDENTIFICATION NO-.....36...../2023 /Dt.07.07.2024.....

DETAILED TENDER CALL NOTICE FOR THE WORK

Sl No.	Name of the work	Estimated Cost put to tender
1.	Repair to Nakachana Dwara Pindi and providing Tree guard wall around Banian tree in front of Shree Gundicha Temple, Puri.	₹3.19 lakh approx.

BID DOCUMENTS

INDEX

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Shree Jagannath Temple Administration, Puri

Bid Identification No. – 36 of 2023 Dt. 01.01.2024

1. Name of the work: Repair to Nakachana Dwara Pindi and providing Tree guard wall around Banian tree in front of Shree Gundicha Temple, Puri.
2. Estimated cost : ₹3.19 lakh appx.
3. Period of completion : 02 (Two Calendar Months)
4. Date & time of availability of the Bid documents in the temple website Up to 5:00 PM of 10.01.2024
5. Last date / Time of receipt of the bid in temple office. 11.01.2024 up to 3:00 PM.
6. Date of Opening 11.01.2024 at 04:00 PM.
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

**Sd/-
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	
01.	Cost of tender paper ₹2,000.00 +GST 18%	D.T.C.N Clause No.04			
02.	EMD amounts to ₹2,420/- to be deposited in shape of NSC/POSBA/POTDA/KUP/BG	D.T.C.N Clause No.06& Clause No.10 (iv)			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender	D.T.C.N Clause No.27 (iii)			
04.	Copy of valid Empanelled Certificate	D.T.C.N Clause No.05			
05.	Copy of GST Registration Number	D.T.C.N Clause No.05			
06.	Copy of PAN Card	D.T.C.N Clause No.05			
07.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.13			
08. (A)	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.12			
(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.12			
09	M.O.U. (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid H.T. /M.V/ L.T. license (Schedule-I)	D.T.C.N Clause No.07			

CONTRACT DATA

(A) GENERAL INFORMATIONS

SI No	Item	Details
1	Name of the Work	Repair to Nakachana Dwara Pindi and providing Tree guard wall around Banian tree in front of Shree Gundicha Temple, Puri.
2.	Employer	Chief Administration, Shree Jagannath Temple Administration, Puri.
3.	Employer's Representative	Superintending Engineer, Shree Jagannath Temple Administration, Puri.
4.	Accepting Authority	Chief Administration, Shree Jagannath Temple Administration, Puri.
5.	Executing Authority	Superintending Engineer, Shree Jagannath Temple Administration, Puri.
6.	Estimated Cost	₹3.19 lakh appx.

(B) BID INFORMATION

7.	Intended completion period/Time period assigned for Completion			02 (Two) Calendar Months
8.	Last Date & time of submission of Bid			3.00 PM of 11.01.2024
9.	Date of opening			Time: 4.00 PM on Date: 11.01.2024
10.	Cost of Bid Document ,			
	i	Cost of Bid Amount		₹2,000.00+18% GST=₹2,360.00
	iii	Payment Mode		Cash/DD in favour Chief Administrator, Shree Jagannath Temple Administration, Puri
11	Bid Security			
	i	EMD amounts to ₹3,200/- 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

DETAILED TENDER CALL NOTICE

1. Sealed **percentage rate** bids are invited on in **Single cover system** from the Empanelled Contractors of Shree Jagannath Temple, Puri for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the works **"Repair to Nakachana Dwara Pindi and providing Tree guard wall around Banian tree in front of Shree Gundicha Temple, Puri."** as per TCN NO. ~~36~~ of 2023 at an estimated cost of ₹3.19 lakh appx. as mentioned in Col.3 of TCN. The adopted format for percentage rate is same as that of the form adopted for item rate tenders but the word **"Item rate"** shall be replaced by **"Percentage rate"** and the contract will be named as **P-1. Bids from Joint Venture are not allowed.**
2. The Bid documents are available from official website : www.shreejagannatha.in from **Dt.01.01.2024 up to 5:00PM of Dt. 10.01.2024. The last date and time of submission of Bid is as per contract data.**
3. The Bid documents will be opened by the assigned officer in the Shree Jagannath Temple Office at **4:00 PM on Dt.11.01.2024** in the presence of the bidders or their authorized representatives who wish to attend.
4. The cost of Bid documents is to be received in shape of cash / DD for ₹2,000/- + GST 18% in favour of Chief Administrator, Shree Jagannath Temple Administration, Puri.
5. The bid is to be submitted in Single cover.
 - (i) Bid document to contain price bid duly filled in and signed by bidder, scanned GST Registration Certificate and GSTIN, scanned copy of empanelled certificate, PAN card, undertaking/certificates duly filled, affidavit, experience certificate as per eligibility criteria.
6. The bidder shall have to furnish a **"EMD amounts to ₹3,200/- to be deposited in shape of NSC/POSBA/POTDA/KUP/BG."**
7. The empanelled contractors of Shree Jagannath Temple, Puri need put tenders for this work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil and Electrical invariably should accompany their tender papers. The tender papers shall bear signature of authorized person of the tenderer, the letter of authorization should accompany tender papers. The authorization should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of the work to the Engineer-in-Charge.
8. The lowest preferred bidder is required to produce documents viz original empanelled certificate, GST Registration Certificate, GSTIN, PAN card within five days from the date of opening of the tender. Furnishing scanned copy of such documents along with the Bids mandatory otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
9. The work is to be completed in all respects within the **time period** as specified in the **Contract Data**. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
10. All **bids** received will remain **valid** for a period as specified in the **Contract Data** after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
 - (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.
 - (iii) 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.
11. An applicant 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 the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents including Bank Guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing** of the scanned copy of information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected**.
12. Deleted

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the Temple Office/State P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

14. If an individual makes the application, the individual should sign above his full type written name and current address.
15. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
16. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
17. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
18. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
19. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **A. Percentage rate contract (vide Works Department letter no. 8310 dt.17.05.2006) In case of Percentage Rate tender, -**
 - (i) The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.
 - (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.
 - (iii) The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the **second** decimal point shall only be considered without rounding off (vide Works Department O.MNo-7885 dtd.23.07.2013.).
 - (iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
- B. GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill.**
22. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
23. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
24. (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The

bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

(ii) Amendment to Para 3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution.

For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

25. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.

26. 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.

27. (i) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.

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 one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Superintending Engineer and Dy. Administrator (Finance) will remain present.

(ii) Clause 36 of Appendix-IX of O.P.W.D. Code, Volume-II by inclusion.

The concessions/ facilities for 10% Purchase preference shall be hereby allowed only to the Individual registered Contractors belonging to Schedule Caste and Schedule Tribe having Registration Certificate up to 'B' Class as per Works Department Resolution No.16262 dtd.30.10.2018.

(iii) Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion.

(Additional performance Security) Modified vide Works Department office Memorandum No.4559 dt.05.04.2021

Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Chief Administrator, Shree Jagannath Temple Administration, Puri/Bank Guarantee in favour of the Chief Administrator, Shree Jagannath Temple Administration, Puri from any Nationalized/ Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance. (LOA) by the Superintending Engineer, SJT Office (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 Works Department Office Memorandum No.14459 dtd.20.09.2018.**

. The Additional Performance Security (APS) has to be deposited as follows.

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
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of difference between Estimated cost put to tender and bid amount
3	From 10% and above	150% of difference between Estimated cost put to tender and bid amount

28. 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.
29. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

30. i) Schedule of quantities are accompanied in BoQ. 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.
- ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.
31. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
32. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
33. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
- ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account and additional performance security as per Clause 28 of DTCN duly pledged in favour of the **Chief Administrator, Shree Jagannath Temple Administration, Puri** and payable at the place as specified in the **Contract Data** and in no other form which shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipment's/machineries from outside the State if any) and sign the agreement in the **PWD Form P-1** for the fulfilment of the contract in the office of the **Chief Administrator, Shree Jagannath Temple Administration, Puri** and payable at the place as specified in the **Contract Data** or as directed. The security deposit and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfilment of this contract and additional performance security in accordance with the provisions of the agreement.
- iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
 - a) 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 leading thereto & required amount of performance security including additional performance security.
 - b) Standard P.W.D. Form **P-1** with latest amendments.
- iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)**. **No contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after **One year** of completion of the work and payment of the final bill and will not carry any interest.
- v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd. 21.05. 97 J.O.R.No.202
W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.
- vi) **Amendment to Para 3.5.18 Note – viii of OPWD Code Vol.-I**
Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.
34. 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.
35. The contractor should be liable to fully indemnify the department for payment of

- compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
36. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.- VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
37. 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.
38. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a. Rent, royalties and other charges of materials, including all taxes as applicable, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour.
 - d. Fees and duties levied by the municipal, canal or water supply authorities.
 - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
39. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
40. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
41. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
42. The bidder 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-44150dtd.25.11.57.
43. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the Engineer-in-Chief (Civil) during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
44. Bidders are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form P-1 with latest amendments shall **supersede** the condition of **D.T.C.N.**
45. Deleted
46. Deleted
47. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
48. Deleted
49. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
50. Deleted
51. 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.

52 Deleted

53. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub- Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of P-1agreement.

54. 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.

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86. **Amendment of existing Clauses :-** By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials, octroi, other duties, lead, lifts, loading and unloading, freight for all 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 rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. The rates quoted by the Contractor shall be excluding GST. GST as applicable for works contract shall be payable to Contractor on bill amount.

87. The prevailing percentage of I. T. Department of the gross amount of the bill towards income

- tax will be deducted from the contractor's bill.
88. Prevailing rate of TDS on GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.
89. The contractor is required to pay royalty to Govt. towards use of minor minerals and produce such documents in support of their payment to the concerned Executive Engineer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the Government revenue. This is as per the Gazette Notification No.2280 dtd.15.12.2016 of Steel & Mines Department, Government of Odisha.
90. CESS @ 1 (one)% of the amount of each bill shall be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
91. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
92. Under section 12 of contractor's 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.
93. **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 Executive Engineer.
94. Deleted
95. 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 defect liability period for the work is **12 (Twelve) calendar months** from the date of successful completion of the work.
96. From the commencement of the works to the completion of the same, they are to be under the contractor's 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.
97. Deleted
98. Deleted
99. Deleted.
100. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site 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 Site 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.
101. Deleted
102. Deleted.
103. Deleted
104. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, Bridge code and MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.
105. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
106. 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.
107. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost

- towards the repair done by the contractor.
108. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. Are the responsibility of the contractor.
109. The 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 rate will be inclusive of this.
110. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
111. Deleted.
112. Number of tests as specified in I.R.C./MoSRT&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.
113. Deleted
114. Deleted
115. Deleted
116. 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.
117. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
118. 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 disincentivizing the tenderer.
119. **ADDENDUM TO THE CONDITION OF PICONTRACT**
- Clause-2 (a) of P-1 Contract: -TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-**
- 2.1. Progress of work and Re-schedule in g programme.**
- 2.1.1. The Executive Engineer / Engineer- in- Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. As per amendment to Para-3.5.18 Note-VIII of O.P.W.D. Code Volume-I, before acceptance of the tender. The successful bidder will be required to submit a work programme and Milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on part of the agency to achieve the Milestone Liquidated damages will be imposed.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has lapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this

period, the Engineer-in- Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

2.2. Extension of the Completion Date.

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

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

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

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

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

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

2.3. Deleted

2.4. Deleted

2.5 Management Meetings.

- 2.5.1 Either the Engineer or the Contractor may require the other to attend a management meeting.

The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

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

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha): -

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left-over work will be realized from the contractor as penalty.

120. A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listings of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

- a. Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b. Involvement in any sort of tender fixing.
- c. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d. Persistent and intentional violation of important conditions of contract.
- e. Security consideration of the State i.e. any action that jeopardizes the security of the State.
- f. Submission of false/ fabricated / forged documents for consideration of atender.
- g. Non submission of Additional Performance Security (APS) within stipulated period as specified in Clause 28 (iii) as per Works Department Office Memorandum No.14402dtd.06.10.2017.
- h. Keeping Business Relationship with a fraud Company in any manner that affects the contract executed with Government or Government agency as per Works Department Office Memorandum No.10496 dtd.12.07.2018.

121. **ELIGIBILITY CRITERIA:** - To be eligible for qualification, applicants shall furnish the followings.

- a. Required **E.M.D (Bid Security)** as per the **clause No. 06** and **Cost of Bid document as per Clause No.04**. The proof of payment of cost of bid document must be uploaded with the tender documents.
- b. Scanned Copy of valid Contractor's Empanelled Certificate, GST Registration certificate, GSTIN, PAN card along with the tender documents as per **Clause No.05 & Clause – 7**.
- c. Information in scanned copy regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and **affidavit to that effect including authentication of tender documents in schedule "F"** as per **clause12**.
- d. No relation Certificate in Schedule – A
- e. Submission of documents as prescribed in the relevant clause of DTCN.
- f. **List of similar type of work completed in last 5 financial years of work value not less than 20 lakhs.**

The bidder who meets the above minimum eligible criteria shall be qualified.

Total: - 121 (One hundred twenty One) clauses only.

Tenderers are required to submit the information in the following Schedules

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date: -

.....

SCHEDULE -C

**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)**

Sl. No.	List of plants and equipments	Requirement	Marks
01.	Generator 5 KVA	1 No	10
02.	Tipper	1 No	20
03.	Concrete Mixture	1 No	20
04.	Needle Vibrator	1 No	20
05.	Plate Vibrator	1No	20
06.	Water Tanker	1 No	10
07.	Complete staging, shuttering, centering arrangement a. For steel shuttering – Not older than 5 years For wooden/Ply shuttering– Not older than 2 years	-	-
		TOTAL	100

Minimum Pass marks for qualification - 80

NOTE :

- Capacity of each plant and equipment should be as per specification attached separately.
- The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
- The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
- Apart from the above list, all other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

SCHEDULE –D**CERTIFICATE OF LIST WORKS EXECUTED**

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

Sl No.	Particulars of work already executed	Value of work executed/ In progress	Name of Department under which the works were executed	Period of commencement & completion.	Whether the work was completed in stipulated period.	Remarks
1	2	3	4	5	6	7

Signature of the tenderer

Date.

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

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

Note:

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

Signature of the Tenderer

AFFIDAVIT

(To be furnished in original in legal stamp paper)

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

(Signature of Tenderer)

Title of Officer

Name of Firm

Date.

BIDDER CONTACT ADDRESS

1. *Name.*
2. *Address.*
3. *E-mail ID*
4. *Telephone No.*
5. *Mobile No.*

Total: - 21 (Twenty-One) pages only

APPROVED for 21 (Twenty-One) pages only

OSD (Development)
Shree Jagannath Temple Office, Puri

BILL OF QUANTITIES

Name of Work : Repair to Nakachana Dwara Pindi and providing Tree guard wall around Banian tree in front of Shree Gundicha Temple, Puri.

Estimated Cost Put to Tender :- ₹3,18,670/-

Last date & Time of receipt of tender :- Dt..... up to 3:00 P.M.

Item No.	Description of Items	Unit	Quantity	Rate	Amount
01.	Foundation excavation in hard soil including rough dressing and levelling the bed and sides to proper grade and camber, depositing the muck clear of work site within initial lead and lift etc. complete as directed by the Engineer-in-Charge.	Cum.	11.674	₹ 211.00	₹ 2,463.21
02.	Filling foundation and plinth with sand well water and rammed including cost, conveyance, royalty and all other taxes excluding GST etc. complete as directed by the Engineer-in-Charge.	Cum.	62.255	₹ 1,494.10	₹ 93,015.20
03.	Laterite stone masonry in C.M.(1:4) in foundation and plinth including cost, conveyance, royalty, addl. charges, DMF & EMF, watering, sundries, tools and plants, etc., complete in all respect as per the direction of the Engineer-in-charge.	Cum.	7.139	₹ 7,065.31	₹ 50,439.27
04.	Fly Ash brick masonry in cement mortar (1:6) (Using Branded Cement) in Super Structure using Fly Ash bricks of 23x11x 8 cm size having a crushing strength of not less than 75 kg./sqcm with dimensional tolerance $\pm 2\%$ including splays cutting circular moulding chamfering and corbelling and similar such type of works with all necessary projections watering and curing after immersing the bricks in water at least for six hours before use including cost, conveyance, royalties, addl. charges, DMF & EMF and taxes of all materials with all labour,labour cess and T & P required for the work complete in all respect as per specification & direction of Engineer-in-charge.	Cum.	24.310	₹ 5,118.10	₹ 1,24,421.01
05.	16 mm thick in C.M.(1:6) over brick masonry including cost, conveyance, royalty and all other taxes, all labour charges excluding GST etc. complete as directed by the Engineer-in-Charge.	Sqm.	34.046	₹ 237.40	₹ 8,082.52
06.	Weather Coat Paint Two Coats over Priming one coat (Plastered Surface) including cost carriage of all materials labour T&P etc. complete.	Sqm.	34.046	₹ 154.80	₹ 5,270.32

Item No.	Description of Items	Unit	Quantity	Rate	Amount
07.	Fixing 40mm thick Khandolites in floor on 25mm thick bed (1:1) c.m.jointed with cement slusy mixed with pigment to match the shade of the tiles including rubbing & polishing complete including cost of tiles,allllabour charges etc. complete excluding GST as directed by the Engineer-in-Charge.	Sqm.	9.742	₹ 3,590.50	₹ 34,978.65

7(Seven) Items only

A

Total = ₹ 3,18,670.18

or Say ₹ 3,18,670.00

Total in words

(Rupees Three Lakh Eighteen Thousand Six Hundred Seventy) only for 7(Seven) Items only

I do offer my rate% in words (.....%) Less/Excess then
percentage of Excess/ Less

B

Tender amount

A - B =

GST extra

No. of correction.....

No. of over writting.....

No. of interpretation.....

Approved

OSD (Development)

Shree Jagannath Temple

Issued to Sri....., Contractor