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**GOVERNMENT OF ODISHA**  
**PANCHAYAT SAMITI OFFICE, TANGARPALI, DIST- SUNDARGARH**  
**TENDER CALL NOTICE NO. 02 OF 2025-26**

Letter No.:- 3104 / Date:- 03.06.2025

The Block Development Officer, Tangarpali, Sundargarh on behalf of Governor of Odisha invites in "OFFLINE MODE Percentage Rate bids" in sealed cover for the following work from the class of eligible contractors as mentioned in Column-7 (seven) registered with the State Governments having validity of Civil License and contractors of equivalent Grades/Class Registered with Central Government/ MES/ Railways and other state government having validity of Civil License for execution of Building Works (including EI & PH). The proof of registration from the appropriate authority shall be enclosed along with the Bid. The eligible contractors of the state P.W.D. (R&B)/ Water Resources/ Rural Works/ M.I./ C.P.W.D. for the following work eventually to be drawn up in the P.W.D. P1 forms in conformity with the Detailed Tender Call Notice. The bidders may submit bids for the following works.

Sl. No	Name of the Work	Amount put to Tender in ₹. (Excluding GST)	Cost of Tender paper (Non-refundable) in ₹.	Bid security/ EMD (1%)	Period of Completion	Class of Contractor
1	2	3	4	5	6	7
1	CONST OF G.P.L.F. OFFICE BUILDING WITH MARKET COMPLEX AT MANGASPUR GP LEVEL	2227060/-	6,000/-	22270/-	Six Months	'C' & 'B' Class
2	CONST OF G.P.L.F. OFFICE BUILDING WITH MARKET COMPLEX AT MEGHDEGA GP LEVEL	2227060/-	6,000/-	22270/-	Six Months	'C' & 'B' Class
3	CONST OF G.P.L.F. OFFICE BUILDING WITH MARKET COMPLEX AT MAHULPALI GP LEVEL	2227060/-	6,000/-	22270/-	Six Months	'C' & 'B' Class
4	CONST OF MODEL AWC AT AMKUNIPADA, SANPATRAPALI	2253459/-	6,000/-	22535/-	Six Months	'C' & 'B' Class
5	CONST OF NEW OFFICE BUILDING & GODOWN OF 50MT AT MEGHDEGA	2282896/-	6,000/-	22829/-	Six Months	'C' & 'B' Class

The Bid documents and detailed terms and conditions can be downloaded from the District website [www.sundargarh.odisha.gov.in](http://www.sundargarh.odisha.gov.in).

1. Date and time for download Tender Paper: From Dt. 03.06.2025 to 16.06.2025.
2. Last Date of Receipt of Tender Paper: Dt. 16.06.2025 (5.00 P.M.)
3. Date of Opening of Tender Paper: Dt. 18.06.2025 (11.00 A.M.)

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03/06/2025

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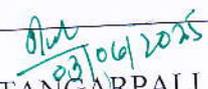
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### Terms and conditions:-

1. **Cost of Tender Paper:-** The cost of bid document should be prepared in shape of Demand Draft (Non Refundable) issued from any Nationalized Scheduled Bank in favour of **Block Development Officer, Tangarpali** having its branch at Sundargarh on any working day from **03.06.2025 to 16.06.2025** for the above work along with the DTCN.
2. **Sale of Tender Papers:-** The tender papers will be available in the District Website of Sundargarh ([www.sundargarh.odisha.gov.in](http://www.sundargarh.odisha.gov.in)) from dated **03.06.2025 to 16.06.2025**.
3. **Date of receipt and mode of submission of tender papers:-** The bid documents shall be received through Registered Post / Speed Post only, and in no any other means, which must reach to the office of the B.D.O., Tangarpali, At./P.O.- Tangarpali, Pin-770011, Dist- Sundargarh (Odisha) by **05.00 PM on dated 16.06.2025**.
4. **Last Date of receipt of Tender Paper:-** The last date of receipt of tender paper is **16.06.2025**. (upto 05.00 P.M.). The undersigned will not be responsible for postal delay if any or non-receipt of the paper in time. The tenderer must super scribe "**Tender Paper for Civil Works**".
5. **Date of Opening of Tender Paper:-** Date of opening of Tender Paper: The tender papers will be opened on **18.06.2025** at 11.00 A.M. in the presence of the tenderers or their authorized representatives in the office of the undersigned.
6. **Earnest money deposit:-** The E.M.D. is to be deposited in shape of TDR/ N.S.C / Post Office Saving Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of **Block Development Officer, Tangarpali** from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar as per Office Memorandum no. 1499 dated 01.02.2023 of Works Department. The Tender Papers without required amount of E.M.D. will not be considered and transfer or adjustment of E.M.D. is also inadmissible. **Bidders may write an application to the undersigned for pledging of N.S.C / Post Office Saving Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra/TDR.**
7. **Documents to be attached:-** Documents to be attached: - The following document should be furnished with the tender papers failing which the tender will be liable to rejection. (A) Tender paper cost in shape of DD in favor of the **Block Development Officer, Tangarpali**, (B) Notary Attested copy of Contractor Registration Certificate, (C) Notary Attested copy of PAN Card, GST Registration certificate, (D) Affidavit as regards the facts of availing award of work, (E) Schedule-F (F) Notary Attested copy of labour license or undertaking (G) Notary Attested copy of Caste Certificate issued by competent authorities in case of S.C./S.T. contractors desirous of availing preference (For submit the SC Cast Certificate this cast certificate issued within the 01 Year) , (H) Schedule-A (Certificate of No Relationship), (I) Schedule-E (Information regarding current litigation, Debarring expelling of Tendered or Abandonment of work by the tenderer), (J) latest GST returns.
8. SC/ST bidders are eligible for 50% EMD / ISD exempted and 10% price preference will be given to the bidder with submitting an affidavit as per OPWD Code.
9. EMD / ISD will be exempted for Engineering / Physically Handicapped (PH) contractors whose submit an undertaking in shape of an affidavit that he has not availed the concession of more than 3 times in the current financial year.
10. If any of the bidder quotes less than 15% of the tendered amount, than such a bid shall be rejected and the tender shall be finalized basing on merit of the rest bids and the provision laid down in clause No.36 of Memorandum No. 1437, dated 31.01.2023 of Works Department. Govt. of Odisha will be followed.
11. **Additional Performance Security Deposit:-** Additional Performance Security shall be deposited by the bidder, where the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder, where the bid amount is less than the 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.

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 % (Difference between estimated cost put to tender and Bid Amount)
3	From 10 % and above	150% (Difference between estimated cost put to tender and Bid Amount)

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N.S.C / Post Office Saving Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee/ TDR in favour of **Block Development Officer, Tangarpali** from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar as per Office Memorandum no 1499 dated 01.02.2023 of Works Department.

12. The E.M.D. amount will be forfeited, if the tenderer breaks out from the offer acceptance off tender, by the competent authority.
13. Submission of more than one tender paper by a bidder for single work will be liable for rejection of all such tender papers.
14. On review of the last performance of the work executed through **B.D.O., Tangarpali**, the lowest-1 tender may/ may not be considered for the works though he/she becomes lowest-1 tenderer.
15. Quality of works cannot be compromised and the work should be completed within the stipulated period of completion and in no case the time extension will be allowed except the reasons not attributable to contractors. The whole process of Tender will be evaluated /conducted as per Govt. guidelines and OPWD code.
16. The Contractors who have failed to execute projects of this agency/broke out from execution process / abandoned the project work midway/those who have been declared by this agency to be defaulters otherwise will not be allowed to participate in the present tender process. If any of such contractors participates then his/her papers will not be considered at all.
17. **G.S.T. shall be paid extra as applicable.**
18. The undersigned reserves the right either to reject any or all tenders or cancel the entire process without assigning the reason thereof.

*Det*  
03/06/2025

**Block Development Officer  
Tangarpali**

**Memo No. 3105 //Date. 03.06.2025**

Copy submitted to the Collector & District Magistrate, Sundargarh/ CDO-cum-EO, Zilla Parishad, Sundargarh/ Nodal officer, OMBADC, Sundargarh/DPC, SS, Sundargarh/ Sub-Collector, Sundargarh/ Executive Engineer, PWD/ RD/ MI, Sundargarh for information and necessary action.

*Det*  
03/06/2025

**Block Development Officer  
Tangarpali**

**Memo No. 3106 //Date. 03.06.2025**

Copy forwarded to Panchayat Samiti Notice Board, Tangarpali / Tehsildar, Tangarpali / CDPO, Tangarpali / all Sarpanches of Tangarpali Block for wide circulation of advertisement.

*Det*  
03/06/2025

**Block Development Officer  
Tangarpali**

**Memo No. 3107 //Date. 03.06.2025**

Copy forwarded to DEGM, Collectorate, Sundargarh with a request to upload this tender call notice in the Sundargarh district website: [www.sundargarh.odisha.gov.in](http://www.sundargarh.odisha.gov.in) by for wide publication and timely response by the intending Contractors.

*Det*  
03/06/2025

**Block Development Officer  
Tangarpali**

**Memo No. 3108 //Date. 03.06.2025**

Copy Submitted to the Deputy Director (Advertisement) & Secretary to Govt., I&PR Department, Odisha, Bhubaneswar /DI&PRO, Sundargarh for kind information and necessary action.

*Det*  
03/06/2025

**Block Development Officer  
Tangarpali**

**BDO, TANGARPALI**

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### CHECK LIST OF DOCUMENT TO BE FILLED UP BY THE BIDDER

Sl. No.	Particulars	Whether furnished		Reference to Page no.
		Yes	No	
01	Cost of tender paper			
02	E.M.D amount			
03	Copy of GST Registration Certificate and GSTIN along with recent GST return copy			
04	Copy of PAN Card			
05	Valid labour license / furnish an affidavit at the time of submission of tender paper (online) about, he has to submit the labour License at the time of Agreement.			
06	No Relationship Certificate in Schedule – A			
07 (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule –F)			
(B)	Affidavit of Genuineness of the Documents (Duly Notarized) in Non-Judicial Stamp Paper			
08	Signed DTCN (Signature of the Bidders in all Pages of the DTCN)			
09	Attested copy of Contractor Registration Certificate			

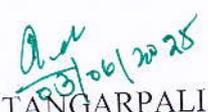
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 02/06/2025  
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## DETAILED TENDER CALL NOTICE

1. The Block Development Officer, Tangarpali, Sundargarh invites percentage Rate basis for the following work in sealed tender on behalf of Government of Odisha from registered and eligible contractor of the State PWD (R&B) / Water Resource / Rural Work / Minor irrigation / C.P.W.D. for the following works eventually to be drawn up in the P1 forms in conformity with the details Tender Call Notice.
2. The Tender call notice is available from official website of Sundargarh District ([www.sundargarh.odisha.gov.in](http://www.sundargarh.odisha.gov.in)) from dt. **03.06.2025 to 16.06.2025**. The last date and time of submission of bid as per contract data. Last date of Received of tender documents is upto **5.00 PM dated 16.06.2025**.
3. The bids documents will be opened by the assigned officer in the office of the Block Development Officer, Tangarpali at **11.00 A.M. on dated. 18.06.2025** in the presence of the bidders authorized representatives who wish to attend.
4. The cost of bid documents in shape of Demand draft issued from any Nationalized scheduled bank may be prepared in the name of Block Development Officer, Tangarpali.
5. The Bank draft shall be deposited in the shape of bank draft prepared on or before the last date of receipt along with bid.
6. The bid must contain, EMD, Registration Certificate.
7. The Bid must contain PAN Card.
8. The Bid must contain GST Certificate.
9. The Bid must contain Affidavit for the particular work, schedule A, C, E, & F and documents required as per relevant clauses of the DTCN.
10. The work is to be completed in all respects within the period mentioned against each work. Tenderers whose tender is accepted must submit a work programme at the time of execution of Agreement.
11. All tenders received will remain valid for a period of **90 (Ninety)** days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
12. 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 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. Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule - F**, the bid document will be **summarily rejected**.
13. **No Relation certificate.**  
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 or Under Secretary & above in the PR 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 (i) Each tenderer is to submit along with tender a note regarding his experience on construction of Road/Bridge Works.
  - a) Name of the **Road/Bridge:-**
  - b) Estimated Cost:-
  - c) Total Length:-
  - d) **Major Item of works/Type of Bridge:-**
  - e) Quantity of items
    - i) as per Agreement:-
    - ii) as per execution:-
  - f) Date of Commencement:
  - g) Stipulated date of Completion:-
  - h) Actual date of completion:-
    - ii) Other details if any. :-
    - iii) The prospective applicant in its name should furnish list of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2.

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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 by the proprietor above his full type written name and the full name of his firm with its current address.
16. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively 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 by duly authorised 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 tenderer will be permitted to furnish their tender in their own manuscript papers. All information's should be submitted in English. The applicants name should appear on each page of the application along with his signature or the signature of his authorised representative at the bottom of each page.
20. **Percentage rate contract (vide works Department letter No – 8310 dt – 17-05-2006).**  
**In case of percentage rate tender**
- (i) **The contractors have to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribe format appended to the tender document.**
- (ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recoded 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.
- (iii) Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filed in figures and words, so that there is no discrepancy.
- a) If any discrepancy is found in the percentage quoted words & figures, then the percentage quoted by the contractor in words shall be taken as correct.
- b) If any discrepancy is found in the percentage quoted in percentage excess / less and the total amount quoted by the contractor, then the percentage will be taken as correct.
- c) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
- d) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
- e) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
- f) **The contractor will write percentage excess / less up to two decimal point only.** If he writes the percentage excess / less up to three or more decimal points, the two decimal point shall only be considered without rounding off.
- g) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out initiating, dating and rewriting.
- iv) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- (v) The quality 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 subtract from the gross amount of the bill.
21. The tenderer 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 tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained. The drawing furnished with the tender are tentative and subject to revision or modification as tendered during the execution

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Handwritten signature and date: 03/06/2025

as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer 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.

22. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself 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 have been misjudged cannot be entertained.
23. The offer of tender 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.
24. 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.
25. Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion (Additional performance Security) Additional Performance Security shall be obtained from the bidder when the bid amount is less than the 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 Divisional Officer / Bank Guarantee in favour of the Divisional Officer 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 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 Works Department Office Memorandum No.14459 dtd.20.09.2018.
26. 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.
27. In case of any discrepancy in printing or omission of statutory specifications or any other part of portion of the approved documents during download of the bid document during download of the bid document the decision of the officer inviting the bid will be binding on the bidder.
28. Schedule of quantities accompanied in 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.
29. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.
30. The earnest money will be retained and dealt with as per the terms and conditions of the O. P. W. D. code.
31. 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").

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 Deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the Block Development Officer, Tangarpali, Sundargarh and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments /machineries from outside the State if any) and sign the agreement in the P.W.D. form No. P1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the Block Development Officer, Sundargarh as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

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23/06/2025  
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The agreement will incorporate all agreements 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.

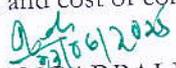
- a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
  - a) Standard P.W.D. Form **P-1** with latest amendments.
- 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 money is deposited. 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.
- 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 tenderers back out from the offer before acceptance of tender by the competent authority.
32. 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 Orissa 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 Orissa. 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. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
  33. 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 Block Development Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Block Development Officer is final and binding on the contractor.
  34. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
    - a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land 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 tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
    - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
    - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
    - d. Fees and duties levied by the municipal, canal or water supply authorities.
    - e. Suitable equipments and wearing apparatus for the 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. After the work is finalised, 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 rates.
  35. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
  36. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount 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.

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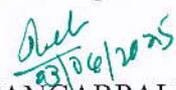
37. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
38. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that the tenders must be received in order and according to the instructions.
39. Tenderers are required to go through each clause of P.W.D. Form P1 carefully in addition to the clause mentioned herein before tendering.
40. All reinforced cement concrete work should conform to Orissa Detailed Standard specifications, IRC Code and Bridge code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT & H, Govt. of India.
41. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
42. 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.
43. Concrete should be machine mixed unless otherwise ordered in writing by the Engineer-in-charge. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
44. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
45. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
46. The contractor 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.
47. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
48. The selected contractor 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 tenderer 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 tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.
49. 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.
50. All the materials with all taxes,vats etc are to be supplied by the contractor at his own arrangement to the work site
51. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sorts of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.  
TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock.
52. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
53. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the rights to shift the actual bridge position within a reasonable range in both U/s and D/S.
54. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.

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55. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
56. Measurement of earth work in road embankment will be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting will be economically utilised in filling.
57. The stack of road metal and gravel will be measured in boxes of 1.5m × 1.5 M × 0.5M which will be taken as 1.5m × 1.5M × 0.44M = 1 Cum. The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
58. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
59. In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
60. The tenderer should furnished along with their tender a list of works which are at present in their hand in the prescribed proforma enclosed herewith.
61. Sinking of wells shall be measured from bottom of well cap up to bottom of cutting edge or 15 cm. above low water level whichever is less.
62. All method of sinking including pneumatic sinking by employment of drivers and other equipment shall be included in the rate.
63. Removal of trees, logs of trees or isolated boulders and desilting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate of sinking.
64. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
65. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.
66. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate of well sinking.
67. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the department.
68. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
69. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
70. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load
75. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
76. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost .The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
77. i) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
- ii) 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 Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
78. 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.
79. Plain concrete and reinforced concrete specimens will be tested in nearest Government institution who are conducting laboratory testing. Cost of testing of all specimens and samples will be borne by the Contractor.
- i) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.

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- 80 The thickness of cement concrete in top plugging should be as per Departmental drawing.
- 81 In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance the contractor shall carry out suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
- 82 Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
- 83 If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT&H for Roads and Bridges.
- 84 No claim for carriage of water what-so-ever will be entertained.
- 85 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.1,00,00,000/-The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should 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.
- 86 Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.( Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B.
87. 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.
88. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
89. 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 with taxes , 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 authorised 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.
- 90 Building & other construction welfare cess for construction workers shall be deducted @ 1% of the Gross amount of the bills from the contractor as per Resolution of Govt. of Orissa Labour & Employment Department.
- 91 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.
- 92 Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is 0.50 lakh and above.

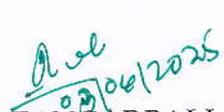
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- 93 The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned authority with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
- 94 Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
- 95 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.
- 96 **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.
- 97 **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
- (I) Any defects, shrinkage or other faults which may be noticed within 01 (One) year from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road for 01 (One) year from the date of successful completion of the work.
- (ii) From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa 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.
98. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I. R. C. code / MORT&H specifications.
99. Tilts and shifts  
i) Maximum permissible shift is 150mm.  
ii) Maximum permissible tilt is 1 : 80.
100. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986, No-14379 dt. 22.6.91 & No-22874 dt. 24.10.92)
- 101 a) (i) "If during the progress of the work the price of any material (excluding the cost of steel , cement & bitumen ) incorporated in the work (not being materials supplied from the E.I.Cs store in accordance with Clause ..... hereof) increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-  
Formula to calculate the increase or decrease in the price of materials.  
$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$
  
Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.  
R = The value of work done in Ruppees during the quarter under consideration.  
io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)  
i = The Average Wholesale Price Index (all commodities ) for the quarter under consideration.  
PM= Percentage of materials component as per sub-clause of this clause.

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- (ii) Where original contract period is one year and above, increases / decreases of cost of Steel, Cement & Bitumen are to be paid recovered. Payments in case of increase are to be made with prior approval of Govt when the total claim is more than Rs. 50,000/- and with prior approval of the EIC / Chief Engineer as the case may be when the claim is upto Rs. 50,000/-. Recovery in case of shall be made by concerned Block Development Officer from the contractor immediately.

**The cost shall be determined as follows:-**

**Steel -Rate as fixed by Steel Authority of India Ltd (SAIL)**

**Cement – Average factory price of the three manufacturer of Cement inside the State .**

**Bitumen – Rates as fixed by Indian Oil Corporation (IOC)**

- (III) Where original contract is more than Six Months & below one year, increases / decreases of cost of Steel, Cement & Bitumen are to be paid recovered. Payments in case of increase are to be made with prior approval of Govt when the total claim is more than Rs. 50,000/- and with prior approval of the EIC / Chief Engineer/Super in Tendent Engineer (as the case may be) when the claim is upto Rs. 50,000/- subject to the fulfillment of the conditions mentioned below :

- (I) **The cost shall be determined as follows:-**

**Steel -Rate as fixed by Steel Authority of India Ltd (SAIL)**

**Cement – Average factory price of the three manufacturer of Cement inside the State .**

**Bitumen – Rates as fixed by Indian Oil Corporation (IOC)**

- (II) Cost of the project should be more than Rs. 50.00 Lakhs. However the differential cost or such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost .
- (III) Contractors no need to submit the vouchers showing procurement from an authorized dealer for the said work within 28 days before utilization of Steel, Cement & Bitumen .
- (IV) Differential cost will be allowed only to the original agreement period, but not for the extended period even though it might have been validly extended .
- (V) Differential cost will be allowed only after successful / completion of the work as per the approved work programme .
- (VI) Stipulations contained in existing clause 31(f)  
Recovery in case of decreases shall be made by concerned Block Development Officer from the contractor immediately .
- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

**Formula to calculate the increase or decrease in the price of Labour.**

$$VI = \frac{0.75 \times PL \times R \times (I - I_0)}{100 \quad I_0}$$

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

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

I<sub>0</sub> =The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

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

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

- C) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

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

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

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

D<sub>1</sub> = Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D<sub>2</sub> = Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K<sub>2</sub> = Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per sub-classes (a), (b) and (c) of this Clause

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

(\* Where brick is supplied by the Department, it should be 20 % instead of 30%)

- e) Vide Works Department letter No-21369 dated-25.09.91, the reimbursement / refund on variation in price of materials **except steel, cement & bitumen which will be governed as per clause 31 a (ii) & a (iii)** labour and P.O. L. as per sub-clauses (a-i), (b) and (c) of this clause shall be applicable in the following manner.
- "In term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation admissible at all, in case of work where the stipulated period of completion is one year and more escalation on account of price variations is admissible only for the remaining period after excluding the first one year period provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only the balance portion of work executed beyond one year.
- f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorised representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require. The contractor shall within a reasonable time 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 together with an information relating thereto which he may be in a position to supply.

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25/09/2025