

**GOVERNMENT OF ODISHA**

**HOUSING & URBAN DEVELOPMENT DEPARTMENT**

**OFFICE OF THE  
RAJGANGPUR MUNICIPALITY, RAJGANGPUR  
DISTRICT: SUNDARGARH**

**DETAILED TENDER CALL NOTICE (DTCN)**

**OFFICE OF THE  
RAJGANGPUR MUNICIPALITY, RAJGANGPUR**

NO. 2105, Date. 11/05/2026.

**INVITATION FOR BID**

**Bid Identification No. EO/RGP/01 of 2026-27**

**NOTICE INVITING TENDER (NIT)**

The Executive Officer, Rajgangpur Municipality on behalf of Rajgangpur Municipality invites bids on percentage rate basis on online mode for works as detailed in the table given below from eligible contractors registered with the State/Central Govt. and contractors of equivalent grade contractor for execution of works on production of definite proof from the appropriate authority.

Procurement Officer	Bid Identification No.	Availability of Tender on line for Bidding		Last date and time of seeking tender clarification	Date & time of opening of tender
		From	To		
Executive Officer, Rajgangpur Municipality	Online Tender EO/RGP/01 of 2026-27	15.05.2026 at 11.00 A.M	27.05.2026 Up to 4.00 P.M	-----	28.05.2026 at 11.00 A.M.

Sl. No.	Name of the Project	Estimated Cost in Rs. Lakh	EMD 1% in Rs.	Cost of T.P.	Class of contractor	Period of completion
1	Construction of Drain with Cover Slab from Majid house towards Kalam House at Ward no. 04	5.00	5000.00	4000.00	"C" & "D"	45 days
2	Construction of Drain with Cover Slab from Sumitra Acharya House towards Nilu Maharana House at Ward no. 05	4.00	4000.00	2000.00	"C" & "D"	45 days
3	Construction of Drain with Cover Slab from P.P. Naik house towards Manas Jeet House at Ward No.09	8.00	8000.00	4000.00	"C" & "D"	45 days
4	Construction of Drain with Cover Slab from Dhiren Parija House towards Sudhakar Patnaik house at Ward No.16	8.00	8000.00	4000.00	"C" & "D"	45 days

5	Construction of Drain with cover Slab from Rehman House towards Ajay kiran Horo Land at Ward no.20	5.00	5000.00	4000.00	"C" & "D"	45 days
6	Rejuvenation of Liploi Pond in Ward No.08	23.49	23500.00	6000.00	"C" & "B"	90 days
7	Rejuvenation of Pokhradhpa Pond in Ward No.13	30.81	30900.00	6000.00	"C" & "B"	90 days

### **Attention Bidders**

**Scan copy of the following documents are mandatory to submit on online bid unless the bid will be summarily be rejected without assigning any reason thereof.**

#### **Technical Bid**

- (i) Valid Registration Certificate.
- (ii) Valid GST certificate
- (iii) Valid PAN Card
- (iv) GST clearance certificate(Copy of latest Updated GST Challan)
- (v) Valid Affidavit relating to BID
- (vi) Cost of Tender Paper & Cost of E.M.D
- (vii) Work experience certificate issued by the competent authority minimum double of the BID in case of works amounting to Rs.20.00 Lakhs & above.
- (viii) Appendix-A to E (attached with the DTCN)

#### **Financial Bid**


- (ix) If the Bid found up to 14.99% less from the estimated rate will be accepted and the Bid 14.999% less from the estimated rate will be rejected without assigning any notice or reason thereof.
- (x) Clause 36 of Appendix-IX of OPWD Code, Volume-II by inclusion "If the rate quoted by the SC and ST Category Contractor comes to 14.99% (decimals up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of works department Resolution No.27748, dt. 11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparency lottery system along with other category of contractor whose rates are 14.99% less than the estimated cost as per Works Department Memorandum No.10224, dtd.01.09.2015.

- (xi) As per Works Department Office Memorandum No.4559/W, Bhubaneswar, Dated the 05/04/2021, the Additional Performance Security in Case of Abnormally Low Bids (ALBs), the State Government is pleased to fix the following rate of Additional Performance Security.

Sl. No.	Range of Differential 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)

Non submission of any of the above documents of Technical Bid & Financial Bid shall lead to rejection of the BID without assigning any reason thereof.

In case of more than one tender awarded to a single bidder, the experience is required as double amount of the total L1 BIDs.

  
Executive Officer  
Rajgangpur Municipality

**Essential Clauses: -**

- 1) Bid documents will be available in website **www.tendersorissa.gov.in** from **11.00** hours on **15.05.2026** to on **27.05.2026** by **16.00 hours** for online bidding. The bidders must possess compatible Digital Signature Certificate of class II or Class III.
- 2) Bids must be submitted on "online" on or before **27.05.2026** by **16.00 hours**.
- 3) Bids received on "online" shall be opened at. **11.00A.M.** on **28.05.2026** in the office of the undersigned in the presence of the bidders or their authorized agents who wish to attend. 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 days at the same time and venue.
- 4) Bids must be accompanied with scan copy of online payment slip towards cost of tender document specified in the work in column No.5 of the aforesaid table. Scan copy of the online payment slip shall be submitted in cover - I of the online.
- 5) The Bid document shall contain scan copy of (i) Registration Certificate, (ii) PAN, (iii) GST certificate, (iv) Cess Certificate from Dist. Labour office (v) Litigation Certificate (Appendix-A) (vi) Affidavit (Appendix-B), (vii) Experience certificate, (Appendix-C), (viii) List of T & P (Appendix-D), (ix) No Relation Certificate (Appendix-E) (x) GST Clearance Certificate (Copy of latest Updated GST Challan) (Appendix and check list are available in DTCN) , Other document required as per DTCN and special condition if any in cover-I.
- 6) Price bid shall be submitted in cover -I of online bidding.
- 7) Any bidders desirous to avail any facility as per certain circular/orders of Govt. have to apply for the same in affidavit along with copy of the circular/order.
- 8) The Bid document shall contain scan copy of (a) Registration certificate (b) PAN, (c) GST clearance Certificate (Copy of latest Updated GST Challan), (d) Experience certificate, (e) Cess certificate from District Labour office and other document required as per DTCN and special condition if any.
- 9) In case of any litigation of land or any authority will not be extraneous reason, responsible to solve and bidder cannot claim for refund of the cost of tender paper.
- 10) The MSME is not be applicable to procurement of services including work contracts (including EPC Contracts) vide MSME Department Notification No. MSME-IPE-MISC-0060-2019/566/MSME, Bhubaneswar, Dated. 24.01.2024
- 11) The authority reserves the right to cancel any or shall bids without assigning any reason thereof.

  
Executive Officer  
Rajgangpur Municipality

**Memo No. 2106, Dated. 11/05/2026.**

Copy submitted to the Collector & District Magistrate, Sundargarh for favour of kind information with a request to publish through Notice board for wide publication.

  
Executive Officer  
Rajgangpur Municipality

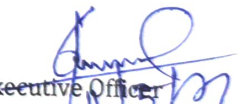
**Memo No. 2107 (4) Dated. 11/05/2026**

Copy submitted to the P.D, DUDA, Sundargarh/ the Addl. Chief Engineer Cum I.L.W, P.H. Circle, Sambalpur/ the Superintending Engineer R&B Division, Sundargarh/ the B.D.O, Rajgangpur for information with a request to publish through Notice board for wide publication.

  
Executive Officer  
Rajgangpur Municipality

**Memo No. 2108 , Dated. 11/05/2026**

Copy submitted to the Joint Director., Information & Public Relation Department, Advertisement Section, Odisha Bhubaneswar for publication of "e" procurement notice for one day in daily local newspaper.

  
Executive Officer  
Rajgangpur Municipality

**Memo No. 2109 , Dated. 11/05/2026**

Copy submitted to the DeGM, Sundargarh for publication of "e" procurement notice in the district website, Sundargarh for wide publication.

  
Executive Officer  
Rajgangpur Municipality

**Memo No. 2110 , Dated. 11/05/2026**

Copy to Office Notice board for wide publication.

  
Executive Officer  
Rajgangpur Municipality

## DETAILED TENDER CALL NOTICE

\*\*\*\*\*

1. Percentage rate bids are invited on online mode for works given detailed in the NIT from eligible class of contractors registered with the State Government / Central Government / ULBs and contractors of equivalent grade / MES / Railways for execution of works on production of definite proof from the appropriate authority.
2. The Bid documents are available from official website of Government: <http://www.tendersorissa.gov.in> within the time period mentioned as per NIT. The last date and time of submission of Bid is as per NIT.
3. The Bid documents (Technical & Finance) will be opened in the office of the Executive Officer, Rajgangpur Municipality at the time & date as per NIT in the presence of the bidders or their authorized representatives who wish to attend.
4. The bid is to be submitted in two covers.
  - (i) Cover-I (Technical) is to contain scanned EMD cost, Cost and GST of bid document, scanned copy of valid registration certificate, valid GST certificate, GST Clearance Certificate, PAN card, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN.
  - (ii) Cover-II (Finance/Price bid/BOQ) is to contain the price bid duly filled by the bidder.
5. Submission of scanned copies of certificate/documents.

### **Technical Bid**

- (i) Valid registration certificate.
- (ii) Valid GST certificate
- (iii) Valid PAN Card
- (iv) GST clearance certificate(Copy of latest Updated GST Challan)
- (v) Valid Affidavit relating to BID
- (vi) Cost of Tender Paper
- (vii) Cost of E.M.D.
- (viii) Work experience certificate issued by the competent authority minimum double of the BID in case of works amounting to Rs.20.00 Lakhs & above.
- (ix) Appendix-A to E (Attached with the DTCN).



### Financial Bid

- (x) If the Bid found up to 14.99% less from the estimated rate will be accepted and the Bid 14.999% less from the estimated rate will be rejected without assigning any notice or reason thereof.
- (xi) Clause 36 of Appendix-IX of OPWD Code, Volume-II by inclusion "If the rate quoted by the SC and ST Category Contractor comes to 14.99% (decimals up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of works department Resolution No.27748, dt. 11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparency lottery system along with other category of contractor whose rates are 14.99% less than the estimated cost as per Works Department Memorandum No.10224, dtd.01.09.2015.

Non submission of any of the above documents of Technical Bid & Financial Bid shall lead to rejection of the BID without assigning any reason thereof.

In case of more than one tender awarded to a single bidder, the experience is required as double amount of the total L1 BIDs.

- (xii) Valid Cess Certificate (Obtained from Dist. Labour Office).

#### 6. Submission of other required certificate:-

The Bidder is required to submit certificate in prescribed forms.

- a) Information regarding current litigation, debarring expelling of tender or abandonment of work by me. **(Appendix-A)**
- b) The bidder is to furnish scanned copy an affidavit at the time of submission of bid about the authentication of bid documents. Non submission of Affidavit to this effect is to be furnished in **Appendix-B** the bid document will be summarily rejected.
- c) Work experience Certificate (if any) issued by the competent authority in **Appendix-C**. In this connection scanned copy of such certificate issued by respective competent authorities also required to be furnished with tender along with Appendix-C. It may be categorically made clear that copies work order/ agreement made in connection with any work will not be taken in to consideration as experience under any circumstances.
- d) Details list of Tools & Plant to be deployed on the work. **(Appendix-D)**

The Contractors are required to furnish evidence of ownership of principal machineries / Equipment.

- e) 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 Urban local bodies. 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 pro forma for no relationship certificate is contained in a separate sheet vide **Appendix-E**.



7. The intending bidders are required to submit copies of documents viz original Registration, valid GST Certificate, PAN card and other documents as per check list duly scanned along with the technical bid in cover I. On opening of Technical Bid, the original copies of documents only of which scanned copies have been submitted will be taken up for consideration preferable within 3 working days from the opening of the tender. Copies of any other documents which have not been submitted along with e-tender will not be taken up for consideration, as submission of such copies of documents along with technical bid is mandatory otherwise the Bid shall be declared as non-responsive and thus liable for rejection.
8. Additional performance Security:
- The bidders who wish to tender with less quoted rate from the estimated rate so they have to deposit the less amount as Additional Performance Security (Differential Cost) i.e. Estimated Rate minus Quoted rate at the time of agreement unless the bid will be rejected without assigning any reason thereof.
9. The Bid received at a rate less than 14.99% of the Bid value would be rejected out rightly and in no case Would be consider subsequently.
10. All bids received will remain valid for a period of 90 days. The deadline date for submission of bids and validity bids can also be extended if agreed to by the bidder and the Department.
11. The work is to be completed in all respects within the time period as specified in the NIT. Bidders whose bid is accepted must submit a work programme before start of work.
12. The tender should be strictly in accordance with the provisions as mentioned in the DTCN. Any change in the wordings will not be accepted.
13. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
14. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of Percentage Rate tender: -
- (i) 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 it is mandatory before making any payment.
- (ii) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of Municipal authority.
- (iii) 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.
15. 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.



16. 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 well 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Schedule of quantities is accompanied in Cover-I (Price Bid). It shall be definitely understood that the Municipality 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.

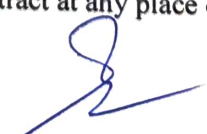
22. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.

23. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the Municipal Rule 1953.

24. (i) Failure to enter into 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 Executive officer. 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.

(ii) 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.

25. 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.



26. 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.

27. Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 / Dt. 26.02.1955 and No.IIM- 56/628842(5) Dtd.27.09.1961 as amended from time to time.

28. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Executive 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 Executive Officer is final and binding on the contractor.

29. 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 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 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.

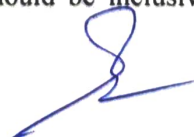
f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.

g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes 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.

30. 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.

31. 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.



32. 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.
33. 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-44150 dtd.25.11.57.
34. 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 Executive Officer 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.
35. 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.
36. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & late stressing criteria for prestressed concrete bridges specifically for road and bridges issued by MOSRT&H, Govt. of India. MOSRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
37. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
38. 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.
39. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Officer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
40. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. of the 43 grade and above of NUVOCO / Ramco / Ultratech make only.
41. 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.
42. After completion of the work the contractor shall arrange at his own cost all requisite equipment's 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.
43. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
44. 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.



45. 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.

46. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill.

47. 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 Executive Officer 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 revenue of concerned department.

48. CESS @ 1(one) % of the amount of estimated cost as per Tender Notification read with latest Corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment.

49. Letter No.5524, Dt.29.05.2023 of Steel & Mines Govt. of Odisha has clarified that DMF is to be charged as 10% basing on royalty amount & contribution to Environment Management Fund (EMF) shall be collected as amount equal to 5% of the royalty as per rule 49(2) of OMMC Rules, 2016. Otherwise additional charges as fixed by the Collector of the concerned District. Similarly the Engineer-In-Chief, Rural Works, Odisha Bhubaneswar vide Letter No.19407, Dt.05.07.2023 has also clarified about the amount of DMF, EMF & additional charge to be calculated and included in the estimate & same will be deducted from the contractor's bill.

50. The Paving of roads shall be done on wall to wall basis, without leaving any soil on either side by fixing of 80mm thick cement concrete interlocking paver block of M-40 grades of approved make, design and size made by Block making machine with proper compaction conforming to IRC SP-63:2018.

51. The Paver block road must cover concurrent three years of defect liability period and maintenance period of the constructed roads to ensure qualitative work & good condition of road for at least 3 years period. In addition to that 10% Security deposit ( 2% towards initial Security deposit at the time of signing of the agreement + 8% security deposit to be deducted from the running bill amount to cover the maintenance period of the roads), which shall be released to the Executing agency @ 2% at the end of 1<sup>st</sup> year after completion of the road , @3% at the end of 2<sup>nd</sup> year after completion of the road and @5% at the end of 3<sup>rd</sup> year after completion of the road. In case the Executing agency fails to maintain the road properly during the above mentioned three years period, the ULB shall incur expenditure and maintain the road at the cost and risk of the Executing agency and the entire expenditure so incurred by the ULB shall be recovered from the 10% Security deposit available with the ULB apart from blacklisting of the contractor.

52. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

53. 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. 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 Officer.



54. 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.

55. 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 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 a anyone 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.

56. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.

57. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue a 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 Municipality 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 Municipality and shall not be removed from the site of work without written permission of the Executive Officer and to be submitted to the Engineer-in-charge every month.

58. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa P.W.D. Code, Bridge code and MOSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.

59. No part of the contract shall be sublet without written permission of the concerned Executive Officer or transfer is made by power of Attorney authorizing others to receive payment on the contractor's behalf.

60. 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.

61. 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.

62. 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.

63. 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.



64. 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.
65. Number of tests as specified in I.R.C./MOSRT&H/I.S. 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 Executive Officer 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 Executive Officer and on both the accounts the cost shall be borne by the contractor.
66. i) Besides, the firm / contractor shall install fully fledged field laboratory at work site for conducting Required tests as per IRC / MOSRT&H / ISI requirements at his own cost for providing sufficient Opportunity for checking from time to time.
- ii) Engineering personnel of the executing agency should be present at work site at the time of visit of High-level inspecting officers in the rank of Executive Engineer and above.
- iii) After completion of the road in all respects the road furniture's should be affixed by the executing Agency indicating locations like school, hospital, No-horn etc.
67. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
68. 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.
69. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
70. The MSME is not be applicable to procurement of services including work contracts (including EPC Contracts) vide MSME Department Notification No. MSME-IPE-MISC-0060-2019/566/MSME, Bhubaneswar, Dated. 24.01.2024



71. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II On rules for black listing of Contractors vide letter No.33 65 dt.01.03.2007 of Works Department, Orissa. 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 a tender.

**Total: - 71 (Seventy One) clauses only.**

  
Executive Officer  
Rajgangpur Municipality

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF  
TENDERED OR ABANDONMENT OF WORK BY ME

TENDERER

1. Is the tenderer currently involving in any litigation relating to the works. Yes /No

If yes: give details

2. 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. Has the tenderer or any of its constituent partner's failed to perform on any contract work in Rajgangpur Municipality Yes /No

If yes, give details:

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

Signature of the Tenderer

**APPENDIX- B**

**AFFIDAVIT**

1. Sri .....aged about .....years, Son / daughter / wife of Sri ..... at present residing at ..... P.O. .... Dist.....PIN ..... do hereby solemnly affirm as follows.
2. That I /We posses valid license for execution of work contract issued by ..... and valid up to I am submitting tenders before Executive officer, Rajgangpur Municipality, Rajgangpur for execution of ..... in response to Tender Call Notice No..... dated.....
3. That I am the authorized signatory on behalf of contractor for the tender for the work mentioned above.
4. I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before Executive office, Rajgangpur Municipality including cost of Bid document and EMD are all authentic and bona fide documents in the eyes of law of land.

**Signature of the Tenderer/  
Authorised signature**

**APPENDIX – C**

**LIST OF COMPLETED / EXECUTED WORKS**

<b>Description of work</b>	<b>Place &amp; Location</b>	<b>Estimated Value of Works Rs. In Lakh</b>	<b>Stipulated period of completion</b>	<b>Date when decision is expected</b>	<b>Remarks if any</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

(N.B:- Original completion certificate to be scanned along with above Appendix.”C“)



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

Sl. No.	Particulars	Reference as per DTCN	Whether furnished		Reference to Page No.
			Yes	No	
01	Cost of Bid	Clause 6			
02	Cost of E.M.D	Clause 5			
03	Valid Registration Certificate	Clause 7 (a)			
04	Valid GST clearance certificate	Clause 7 (b)			
05	PAN Card	Clause 7 (c)			
06	Cess Certificate	Clause 7 (d)			
07	Information regarding current litigation, debarring expelling of the tender or abandonment of the work by the tenderer	Clause 8 (a)			
08	Affidavit	Clause 8 (b)			
09	Works Experience Certificate	Clause 8 (c)			
10	List of Tools & Plants and machineries	Clause 8 (d)			
11	No Relationship Certificate	Clause 8 (e)			
12	Other, if any				

**Signature of Contractor**