



ZILLA SWASTHYA SAMITI SUNDARGARH
NATIONAL HEALTH MISSION
DEPARTMENT OF HEALTH & FAMILY
WELFARE
GOVT. OF ODISHA

**DETAIL TENDER CALL NOTICE
(FOR BUILDING WORKS)**

CONTRACTOR

Sd/-
CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER
CUM DISTRICT MISSION DIRECTOR
SUNDARGARH



**OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH
OFFICER CUM DISTRICT MISSION DIRECTOR
DISTRICT PROGRAM MANAGEMENT UNIT, SUNDARGARH**

Letter No: 511**TENDER CALL NOTICE - OF/03/2024-25**Date: 04/02/2025

/DPMU-SNG/2024-25

1. The Chief District Medical & Public Health Officer, ZSS, NHM, Sundargarh, invites sealed tenders with percentage rate in **OFF LINE MODE** with the detailed Tender Call Notice (DTCN) from the registered contractor of the State Government & Contractor of equivalent grade / Class registered with the Central Government / MES/ Railway for which agreement is to be drawn in PWD "P1" agreement from as details below.

Sl. No	Block	Name of the work	Estimated cost (in Rs)	EMD @ 1%	Cost of tender paper (in Rs)	Period of completion	Class of Contractor
1	2	3	4	5	6	7	8
1	Bisra	Repair & Renovation NQAS gap of Dhatkidihi PHC of Bisra block for the year 2024-25 (Under DMF)	8,47,091.00	8,471.00	Rs. 4,000	03 (Three) Calendar month	"C" & "D" Class
2	Tangarpali	Upgradation of Tangarpali PHC for NQAS under Tangarpali block for the year 2024-25 (under DMF)	4,20,122.00	4,202.00	Rs. 2,000	03 (Three) Calendar month	"C" & "D" Class
3	RKL	Construction of Stair case of Koelnagar UPHC for the year 2024-25 under NUHM PIP	6,72,156.00	6,722.00	Rs. 4,000	03 (Three) Calendar month	"C" & "D" Class
4	RKL	Construction of Meeting Hall at 1st floor of UPHC Mahatab Road for the year 2024-25 under NUHM PIP	15,24,256.00	15,243.00	Rs. 6,000	03 (Three) Calendar month	"C" & "D" Class
5	RKL	Construction of Meeting Hall at 1st floor of UPHC Tilkanagar for the year 2024-25 under NUHM PIP	15,27,384.00	15,274.00	Rs. 6,000	03 (Three) Calendar month	"C" & "D" Class
6	RKL	Construction of stair case of Tilkanagar UPHC for the year 2024-25 under NUHM PIP	6,78,152.00	6,782.00	Rs. 4,000	03 (Three) Calendar month	"C" & "D" Class

2. The tender paper will be available in the District website of Sundargarh [www.sundargarh.odisha.gov.in] from date **08-02-2025 to 24-02-2025 up to 5.30 PM.**

3. The bid shall be received through Registered post/ Speed post only, and in no any means, which must have reached to the office of the Chief District Medical & Public Health Officer, Sundargarh by **5.30 PM on dated 28-02-2025**. In the address of "Office of the Chief District Medical & Public Health Officer, DHH, Sundargarh, Odisha, PIN 770001". Further the bid must be received be on or before stipulated date and time as mentioned. The authority will not be responsible for the postal loss/ delay or for any other reason. The bid received beyond the deadline (**after 28-02-2025, 5.30 PM**) will not taken into consideration for opening & should be rejected accordingly. The tender papers shall have to be submitted into a sealed cover for each work separately super scribe with "TENDER PAPER FOR NHM CIVIL WORK" without mentioning the name of the work on the top of the cover. The bid will be opened on dated **03-03-2025 at 11.00 AM** in the Conference Hall of the Chief District Medical & Public Health Officer, Sundargarh.

4. The cost of the bid documents should be prepared in shape of Demand Draft issue from any Nationalised Bank in favour of **ZSS, NON-NRHM, A/c Sundargarh** payable at Sundargarh for each bid separately. The cost of the tender paper is non-refundable. Similarly, the cost of the bid security (EMD@1%) required in shape of TDR of FDR/ Bank Guarantee any Nationalised/ Schedule Bank in India counter guarantee by its local branch at Bhubaneswar, National Saving Certificate (NSC)/ Postal term deposit duly pleased in favour of **ZSS, NON-NRHM, A/c Sundargarh**, at the time of bidding of tender as per the office memorandum no 8484 date 05.04.2022 of Finance Department, & 1499 date 01.02.2023 (NSC/POTD) Works Department, Govt. of Odisha.

[Handwritten signature]

5. The bid documents are to be submitted in seal cover with tender paper cost, required amount of (EMD 1%), self attested each page of DTCN, BOQ, copy of valid registration certificate, PAN, GSTIN, other documents (if any) related to tender & original affidavit regarding authentication of documents for a particular work as mention in the tender notice, failing which the bid documents will be rejected.

6. SC/ ST contractor should submit a claim application (affidavit) in this regard & engineering contractor should submit an undertaking in shape of affidavit that he/ she has not availed the concession of more than 3 times in the current financial year.

7. Additional performance security cost in shape of FDR or TDR/ Bank Guarantee in any nationalized Bank/ Schedule Bank, NSC/ Postal Saving Bank account/ Postal term deposit/ Kisan Bikash Patra duly pleased in favour of ZSS, NON-NRHM, A/c Sundargarh, at the time of agreement as per the office memorandum no 4559 date 05.04.2021 of works Department, Govt. of Odisha.

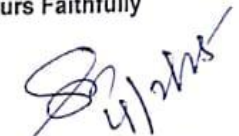
8. The bidder should submit the Bill Of Quantity (BOQ) along with Detailed Tender Call Notice (DTCN) & the related documents for each work separately.

Special Term & Condition

1. Since the works are under time bounded program, the successful bidder has to complete the work within the stipulated period of time of completion. Those who will not complete the work within the stipulated time of completion, no escalation & extra payment will be done to the contractor towards labour, material & taxes etc. In any case.

2. The authority reserves the right to reject any or all the tenders without any reasons thereof.

Yours Faithfully


Chief District Medical & Public Health Officer
Cum District Mission Director
Sundargarh

Memo No: 512 /DPMU-SNG/2024-25

Date:

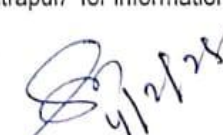
Copy submitted to Collector & DM Sundargarh for favour of kind information.


Chief District Medical & Public Health Officer
Cum District Mission Director
Sundargarh

Memo No: 513 /DPMU-SNG/2024-25

Date:

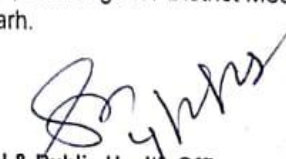
Copy submitted to the Executive Engineer R&B Division, M.I Division / R.W Division / Irrigation Division, RWSS Division S.D.O, P.H Sub-Division Sundargarh / Rourkela/, CDO-cum-EO Zilla Parishad, Sundargarh, Superintendent of concerned CHC, E.O Municipality Sundargarh/Rajgangpur/Birmitrapur/ for information.


Chief District Medical & Public Health Officer
Cum District Mission Director
Sundargarh

Memo No: 514 /DPMU-SNG/2024-25

Date:

Copy to the NOTICE BOARD of Chief District Medical & Public Health Officer, Sundargarh / District Medical Officer(MS)-cum- Superintendent DHH / ADPHO(FW), Sundargarh / DPMU Sundargarh.


Chief District Medical & Public Health Officer
Cum District Mission Director
Sundargarh

1. Sealed tenders in percentage rates bid in **OFF-LINE mode** for construction work are invited from the registered Contractors of PWD /M.I/ irrigation / RWD / CPWD **D or C** class contractors in prescribed form to be eventually drawn in P.W.D. form No. P1 and will be received by Chief District Medical & Public Health Officer, ZSS, Sundargarh upto **5.30 P.M. Dated 28.02.2025** for the work having Sl. No 01 to 06 vide letter No.511 dated 04.02.2025 and will be opened before the tender committee in the presence of the tenderers or their authorized agents at **11.00A.M** C.D.M & P.H.O Office, Sundargarh on **dated 03.03.2025** by at O/o C.D.M & P.H.O. Sundargarh. The amount of estimate is approximately Rs. (Mention against each Sl. No. of Letter No. 511 dated 04.02.2025) .
2. The tenderers should please note that the work will have to be completed within 03 (Three) calendar months commencing from the date of issue of work order. Tenderers are required to submit detail programme of works along with the tender which they consider necessary keeping in view of the clause 2 of the P.W.D. Form No. -P1. Authority for acceptance of tenders would rest with C.D.M & P.H.O, Sundargarh.
3. Tenderers are required to pay earnest money at 1 % of the estimated amount (Mention against each Sl. No. of Letter No. 511 dated 04.02.2025) either in shape of TDR/FDR from any Nationalized/ Schedule bank N.S.C / Post Office Saving Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee, in favour of **ZSS, NON NRHM A/C Sundargarh** 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 otherwise their tender will not be considered.
The earnest money will be refunded to the unsuccessful tenderers on application as per the terms and conditions laid down in O.P.W.D. Code and the same will be retained in case of the successful tenderers and will not carry any interest.
4. (a) The bid documents are available from **dt 08.02.2025 to dt 24.02.2025** in the District official website (www.sundargarh.odisha.gov.in). The cost of Bid is not refundable. The cost of bid document should be prepared in shape of Demand Draft issued from any Nationalized Bank in the name of **ZSS, NON NRHM A/C Sundargarh** payable at Sundargarh for each Bid separately. The Demand Draft must be prepared on or before the last date of submission of bid, and has to be deposited along with the Bid, failing which the Bid documents so submitted is liable for rejection. The name of the work is not to be superscribed on the cover.
- (b) **The bid must contain EMD, Cost of tender paper & Photo copy of the valid GSTIN, Registration Certificate, & PAN Card also other documents as required under relevant clauses of the DTCN with self attested.**
- (C) All other information can be obtained on application to the C.D.M & P.H.O /DPM of the district. The authority will not be responsible if any portion of the tender document is modified and in all cases this conditions stipulated in the original document kept in the office of the undersigned shall prevail.

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- (d) The intending tenderers may remit the cost of the tender papers through bank draft. However, the organization will not be held responsible, if there is any, delay in receipt of tender documents by the intending contractors sent by department through Registered Post / Speed Post and similarly if the tender documents sent by the intending contractors through Registered Post / Speed Post do not reach in the C.D.M & P.H.O office by the scheduled date and time. Their offers will not be considered on any account even if the tender documents were dispatched by the tenderers before the due date. The cost of registration fees will be borne by the intending tenderers.
5. The C.D.M & P.H.O, Sundargarh reserve the right to reject any or all the tenders received without assigning any reasons thereof.
6. The bidder whose tender is selected for acceptance shall within a period of 7 (seven) days upon written information being given to him for acceptance of his tender make an initial security deposit @ 1 (One percent) of the tendered amount. So that the earnest money and initial security deposit will be 2% of the tendered amount as shown in clause 3 above and sign the agreement in the P.W.D. Form No. –P1 (Schedule XLVNo.- 61) for due fulfillment of contract in the office of the Chief District Medical & Public Health Officer. When the tender amount is less than the estimated cost within 14.99 % in such an event the successful bidder will deposit the additional performance security cost in shape of N.S.C / Post Office Saving Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of **ZSS, NON NRHM A/C Sundargarh** from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar at the time of agreement.

The security deposit, together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security deposit for the fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until; the required amount of security money is deposited. The written agreement to be entered into between the contractor and the C.D.M & P.H.O, Sundargarh shall be foundation of rights of the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Government. In case of tenderers who have made fixed deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

7. The rates should be quoted in words and figures and the units in words otherwise the tender will be liable for rejection. In case of discrepancy between words and figures, the words shall prevail and in case of discrepancy between unit rate and total, the unit rate shall prevail. The rates should be quoted in Rupees and Paise, but not in Rupees and annas. The tender shall be written legibly and free from erasures, overwriting or conversation of figures. Corrections where unavoidable should be made by scoring out initialing dating and rewriting. The tender should also show total of each page and grand total of whole tender.

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8. The contractors shall be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of State Sales Tax & Income Tax, Ferry & Tollage charges and Octroi Taxes are to be paid by Contractor.
 9. The tender may not at the discretion of the competent authority be considered unless accompanied by self-attested copies of relevant documents with the original certificate produced before the C.D.M & P.H.O, Sundargarh at the time of opening of the tender.
 10. If the contractor removes any materials or stock so supplied to him from the site of work with a view of disposing of the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty to impose shall be recovered from any sum that may then or at any time there after become due to the contractor or from his security or from the proceeds of sales thereof.
 11. The contractor should be fully liable to indemnify the department for payment of any compensation under "Workman" compensation Act. VII of 1023 on account of the workmen being employed by him and the full amount of compensation paid will be recovered from the contractor.
 12. Every bidder must examine the detailed specification of Odisha before submitting his tender. The rights is reserved without impairing the contract to make such increase in the quantities or items of work mentioned in the scheduled attached to the tender notice as may be considered necessary to complete the work fully and satisfactory. Such increase or decrease shall in no case invalidate the contract or rates. It shall be definitely understood that the Govt. do not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or additions or deduction and such omission deduction shall in no case invalidate the contract and no extra monetary compensation will be entertained.
- Department will not supply any materials what so ever for the work. The bidder shall be financially solvent and stable for advance procurement of all materials required for the work vide Government of Orissa Finance Department Memo No.-48443 / F Code- 46 / 95 dated 11.12.1995.
13. All reinforced cement concrete work should confirm to Orissa Detail standard specification & should be of grade M-15, M-20 & M-25 equivalent to nominal proportion 1:2:4 , 1:1.5:3 & 1:1:2 having minimum compressive strength in work test of 150 Kg./ Cm² , 200 Kg / Cm² & 250 Kg / Cm² in 15 Cm. cubes at 28 days after mixing and test conducted in accordance with IS-456 & IS-516 using 12mm. to 20mm. size hard black crusher broken granite chips. (20mm size not to exceed 25%)
 14. Shuttering and centering shall be with seasoned sal wood planks and the inside of which shall be lined suitable sheeting and made leak proof and water tight or alternatively steel shuttering and centering may be used.

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15. For the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither partly to the contract at any place outside the State of Odisha.
- 16.
17. After the work is finished all surplus materials and debris are to removed by the contractor and preliminary work such as vats, mixing platform etc. are to the dismantled and all the materials are to be removed from the site. The ground upto 15m wide from the building should be cleared and rough dressed. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.
18. The contractor shall not interface with the execution of water supply or electrical fittings arrangement and any other works entrusted to any other agency by the department at any time during the progress of the work.
19. The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.
20. The contractor will have to arrange for water supply for all works and make sanitary arrangements at this own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
21. Baling out water from the foundation either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars profiles and inching and leveling ground where required. The rates quoted should be for finished items of work inclusive of these incidental items of work.
22. All the quantities mentioned in the schedule are combined for ground floor and multi floors incase multistoried building the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individuals items.
23. Cement concrete in roof slab beams etc. wherever prescribed by the Engineer in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixers, vibrators and pumps etc. for the purpose.
24. It should be understood clearly that no claim what so ever will be entertained.
The bidder shall have to abide by the CPWD safety code rule introduced by the Government of India Ministry of Works, housing and supply in their standing orders No, 44 to 50 dated 25.11.57 which can be seen in the office the C.D.M & P.H.O, Sundargarh / DPM of district during working hours and days.

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25. Tenders are required to abide by the fair wage clauses as introduced by the Government.
26. The contractor should arrange at his own cost necessary tools and plants machines concrete mixer & vibrators and other machineries such as pumps etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of such plant and cost of consumable.
26. The tenderers are required to go through each clause of P. W.D. Form No. –P1 carefully in addition to clauses mentioned herewith before tendering.
27. No part of the contract shall be sublet without written permission of C.D.M & P.H.O, Sundargarh of district or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
28. No tender documents will be sold to the intending contractor after the last date stipulated for sale of tender paper.
29. If further necessary information is required C.D.M & P.H.O, Sundargarh will furnish such, but it must be clearly understood that the tenders must be received in order and according to the institutions.
30. Cement shall be used by bags and weight of cubic meter of cement being taken as 14.42qtl.
31. In the event of any delay due to Department in the supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be entertained under any such circumstances, for which no claim undertaking has to be furnished by the contractor in the prescribe Performa along with the application for extension of time submitted by him.
32. No contractors will be permitted to furnish their tenders in their own manuscript papers.
33. Every bidder is expected before quoting his rates to inspect the site of proposed works. He should also inspect the quarries and satisfy himself about the quality, availability of materials medical aids labour food stuffs etc. and the rates should be inclusive of all items of works. In every case the materials must comply with the relevant specifications and samples of stone metals chips etc. and other materials to be used are to be deposited in sealed bags duly labeled with the name of quarry under dated initials by the bidder for approval of the C.D.M & P.H.O, Sundargarh.
34. Government will not however after acceptance of contract rate pay any extra charges for lead or any other reason in case the contractor is found later on to have misjudged the materials available.
35. All fittings for doors and windows if supplied by the contractor should be of best quality and should be got approved by the C.D.M & P.H.O, Sundargarh before they are used on the work.

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36. The tender containing extraneous conditions not covered by the tender call notice are liable for rejection.
37. (a) The contractor shall have to furnish a certificate in the prescribed Performa enclosed herewith along the tender to effect that he is not related to any officers of Chief District Medical & Public Health Office, Sundargarh of rank of Asst. Engineer and above and any officer the rank of Asst. Secretary and above of the Department.

(b) CERTIFICATE OF NO RELATIONSHIP

I / We hereby certify that I / We am / are not related to any officer of Chief District Medical & Public Health Office, Sundargarh of the rank and above and any officer of the rank of Asst. Secretary and above of the Health Department. I / We am / are also aware that if the facts subsequently proved to be false my / our contract will be rescinded with the forfeiture of E.M.D. and total security deposit and I / We shall be liable to make good of the loss or damage resulting from such cancellation.

I / We also note that in case of non-submission of this certificate with tender my / our tender is liable for rejection.

Date:

Signature of Tenderer

38. All the tenders received will remain valid for a period ninety days from the date of receipt tenders. The period of validity can also be extended if agreed to by the Department and the contractor.
39. After completion of the work, the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
- 40 GOVERNMENT OF ODISHA FINANCE DEPARTMENT**
1. (Memo No. -48443 / F-Code-46 / 95 dated 11.12.1995 regarding "Discontinuance of the system of procurement of stock by Engineering Department").
2. With a view to avoiding these situations Govt. have been pleased to decide that with effect from 1.4.96 there will no purchase of department store materials nor booking of materials to show utilization of budget provision. It will be the responsibility of the contractor to purchase stores and utilize them in the work since materials like cement, steel etc. are easily and abundantly available at places, there will be no difficulty for contractors to procure the same. Therefore the future agreement with the contractors shall be executed accordingly and necessary modification to the agreement from may be made. In case where agreement have already been executed for department supply of materials, efforts should be made to fulfill the same by utilization to the existing stores and also through inter divisional and even inter department transfer of stores. For utilization of the surplus materials, agreements may however be made for supplying of materials to the extent available. In this way the existing materials should be exhausted.
3. Maintenance work should be undertaken by purchasing materials in case of departmental execution of work by directly charging to site account or through contractors. There should not be advance purchase of materials for the sake of storing and utilizing the same in future works.

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4. Consequent upon introduction of the new system the Engineer-in-Charge of the work will have to exercise strict quality control and ensure that materials used by the contractors conform to the standard specifications.

5. (a) Certificate of list of works in hand.

I / We do hereby certify that at present the following works are in my / our hand

Sl. No.	Particulars of works now in hand.	Amount of each work.	Period in which the work is to be completed stipulated to (in months)	Approximate value of work done against each work on the date of submission of Tender.	Department under which the work is being taken up.
1	2	3	4	5	6

(b) CERTIFICATE OF THE LIST OF T&P

I / We do hereby certify that the following tools and plants, machineries and vehicles are in my / our possession in working orders.

- (i)
- (ii)
- (iii)
- (iv)

I/We also note that, non submission of this certificate will render my/our tender liable for rejection.

Date:

Signature of Tenderer

(c) CERTIFICATE OF THE LIST OF WORK EXECUTED

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

Sl. No.	Particulars of works already executed.	Approximate amount of each work.	Name of Department under which the works executed.	Period of commencement and period of completion.	Whether the works were completed in stipulated period.
1	2	3	4	5	6

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I/We also note that, non submission of this certificate will render my/our tender liable for rejection.

41. All reinforced cement concrete works like lintels, column, beam chhaja, roof slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.

42. At their opinions quote reasonable rates for each item of the work carefully so that the rate for one item should not be unworkably low and others too high. (Also see clause 53)

43. The contractor shall employ one or more Engineering Graduates or Diploma Engineers as apprentices at his own cost for works costing Rs.2.50 Lakhs or more. The apprentices will be selected by the Chief Engineer (R&B) Orissa. The stipend to be paid to the apprentices should not be less than Rs.200 and Rs. 150 per month in case of Graduate Engineer, Diploma, holder engineers respectively. The period of employment will commencement within one months of the date of issue of work order and would last till the date when 90% of work is completed. Number of apprentices employed should be fixed by Chief Engineer in any manner so that the total expenditure does not exceed 1% of the tendered cost of the work (vide works & Transport Department, Letter No.-17331, Dt.-12.08.1966).

44. The bidder shall bear cost of various incidental sundries and contingencies necessitated by the work falling within following or similar category.

(a) Rent, royalties and other charges of materials octroi duties all other taxes including sales tax, ferry / tolls conveyance charges and other cost on account of land and building including temporary building required by the bidder for collection of materials storage housing of staff or other by the bidder for purpose of work. No rent will however be payable to Government for temporary occupation of land or owned by Government at the site of the work.

(b) Labour camps and huts necessary to suitable scale including conservancy and sanitary arrangements there on 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 works.

(d) Fees and dues hired by Municipal. Canal and water supply authorities.

(e) Suitable equipments and wearing apparatus for the labours engaged in risky operation.

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

(g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also sums which may become payable due to operation or Workmen's compensation Act.

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(h) The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.

(i) The contractor has to arrange all the building materials including the equipments required for under reamed pile foundation for starting the work.

45. 1 % of the gross amount of the bill and surcharge as applicable will be deducted from the contractor's bill towards Income Tax.

46.(a) If during progress of the work, the price of any material incorporated in the work (Not being materials supplied from the Engineer-in-charge's store) in accordance with clause thereof 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 reimbursement 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 material.

$$V_m = 0.75 \times \frac{PM}{100} \times R \times \frac{(i - i_0)}{i_0}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of materials.

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

i_0 = The Average Wholesale Price Index (all commodities) for the quarter in which the tenders were opened (as published in R.B.I, bulletin from time to time).

I = The Average Whole Sale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials components as per sub-clause of this clause.

(b) Similarly, if during the progress of work the wage of labour increase or decrease as result of increase under or decrease in the minimum wages for labour, prescribed by Govt. 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 plus or minus difference in between

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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 cost of labour.

$$VI = \frac{0.75 \times PL}{100} \times R \times \frac{(i - i_0)}{i_0}$$

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

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

i_0 = The minimum wages for labour as prevailed during the quarter in which tender was opened.

i = The minimum wages for labour prevail the quarter under consideration

PL= Percentage of materials component as per sub-clause

(C) Similarly, if during the progress of work the price of petrol oil lubricants (Diesel Oil being the representative item for price adjustment) increases or decreases as a result of the price fixed thereof, by the Govt. of India contractor thereupon 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 reimbursement or liable to refund quarterly as the case may be such as amount as shall be equivalent to the 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 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 material.

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

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 Rupees during the quarter under consideration.

D_1 = Average price perlitre of diesel oil which was fixed by the Govt. of India during the quarter in which tender was opened.

D_2 = Percentage of materials component as per sub-clause.

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

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Category of works	Contractor's Supply			
	% of materials	% of Labour	% of P.O.L.	Departmental Supply of Materials
1	2	3	4	5
IRRIGATION WORKS				
(A) Structure works	20%	30%	5%	45%
(B) Earth work 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 should 20% instead of 30%)

(e) Reimbursement / refund on variation in price/ materials, labour and P. O.L. as per sub-clause (a) (b) and (c) of this clause shall be applicable only in respect of contract of one year or more provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to contractor. However where the original contractual period is less than one year but subsequently it has been validity extended and the period become one year or more escalation clause shall be applicable only for the balance portion or work to executed beyond one year provided the delay is not attributable to the contractor.

(f) The contractor shall for the purpose of sub-clauses (a), (b) and (c) of this clause keep such books of account and other documents as are necessary to show amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of

(g) Government and further shall at the request of the Engineer-in-Charge furnish, verified in such manners as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require.

(h) 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 the condition together with and information relating thereto which he may be in a position to supply.

47. Under section 12 of the Contract labour regulation & abolition Act 1970, the contractor who undertakes execution of work through labour should produce valid license from licensing authority of labour department.

48. The Fly Ash brick should be of good qualities. The brick should be approved by the Engineer-in-Charge before use in the work and should confirm the minimum strengthen as per national building code.

49. When department machinery will be utilized in the work by the contractors necessary and prevailing hire charges as fixed by the departments will be recovered from the contractor who may see the hire charges of the machinery in the office of the C.D.M & P.H.O, Sundargarh.

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

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51. If the contractor quotes abnormally low rates for some items and the department decides to accept the tenders then the department would have the discretion of withholding the differential cost between the amount of low rated items and corresponding estimated amount from their payment due against other item till such low rated items are completed in full as approved specification.

52. "Special Class Contractor shall employ under him one graduate Engineer and two Diploma holders belonging to the State of Orissa Like-wise 'A' class. Contractor shall employ under him one Graduate Engineer, or two Diploma holders belonging to State of Orissa. The Employment of such Graduate Engineer and Diploma Holders under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any State Government or Central Government service / Public sector undertaking / Private Companies and Firms or be intelligible for appointment to Government Service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Orissa. The Chief Engineer (Roads), Orissa may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such helps 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 each tender as to who would be supervising the work.

Each bill of the 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.

The special and 'A' class contractor are required to submit the certificate of employment of unemployed Graduate Engineer and Diploma holders in the prescribed Performa in a separate sheet.

53. Affidavit to be furnished by the contractor at the time of submitting of Tender about the authentication of Tender documents including Bank related documents.

An affidavit shall be furnished by the contractor at the time of submission of Tender papers about the authentication of tender documents including Bank related documents (Vide Govt. of Orissa, Works Department Code-14/2004-9414, dt-08.06.04, concurred by Law Department Finance, vide their U.O.K. No.-1242, dt-05.08.03 and No.-193/WF-I, dt-04.03.04 respectively).

54. Clauses for site engineer and road furniture etc. in DTCN / Agreement.

In Works department Letter No.-10407, dt.-25.06.2004, the agencies executing major works should possess full-fledged field laboratory for testing of the quality of the work. Under the same clause, the following provisions are to be made as per Works Department No.-12351 /W, dated 23.07.2004.

- 1) Engineering personnel of the executing agency should be present at work site at the time visit of high level Inspecting Officers in the rank of the C.D.M & P.H.O, Sundargarh.
- 2) After completion of the road in all respects, road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.

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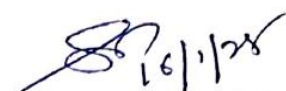
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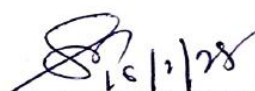
Approved for 54 clauses only.


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Sold for the work

On payment of Rs..... (Rupees)

Only vide money receipt no.Dt


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For official use only

01. E.M.D

Furnished / Not furnished

Rs.....

In shape of.....

Pledge / Not pledge

02. Valid Registration Certificate

Copy Furnished / Not furnished

03. PAN card

Copy Furnished / Not furnished

04. Valid GSTIN certificate

Copy Furnished / Not furnished

05. Nos. of Tender paper

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